CONFERRO

Client-Consultant Service Terms

Operator of the Platform: Zner Ventures AG, c/o Andrin Renz, Chamerstrasse 175, 6300 Zug, Switzerland **Effective date:** 3 November 2026 **Version:** 1.1

These Client-Consultant Service Terms (**Service Terms**) apply to every Service Contract entered into through Conferro between a Client and Consultant. Conferro provides the marketplace and payment administration tools but is not a party to the underlying Service Contract.

Capitalized terms not defined here have the meanings given in the Conferro Terms of Service or Payment and Milestone Terms.

1. Parties

The parties to each Service Contract are:

- the Client identified in the relevant Consultation, Proposal, Offer, or Case; and
- the Consultant identified in that Consultation, Proposal, Offer, or Case.

Zner Ventures AG and Conferro are not parties to the Service Contract and do not provide the Consultant Services.

2. Formation of the Service Contract

A Service Contract is formed as follows:

1. **Paid Consultation:** when the Client's Payment succeeds and the booking is confirmed.
2. **Free Consultation:** when the booking is confirmed through the Platform.
3. **Bespoke Case:** when the Client accepts the Consultant's Proposal and the full Case price is successfully funded. If Conferro permits a zero-price Case, it forms when the Client accepts the Proposal.
4. **Offer:** when the Client selects the Offer and any optional items and successfully funds the resulting full Case price.

An unpaid Case record created during checkout does not by itself form a paid Service Contract.

Before formation, either party may choose not to proceed. A Client's review of a Proposal, revision request, or creation of an unpaid checkout does not require the Client to purchase the Case.

3. Contract documents and priority

The Service Contract consists of:

- the accepted Consultation booking, Proposal, or Offer;
- any Case Steps and optional items selected by the Client;
- any additional terms clearly recorded and accepted by both parties through the Platform;
- these Service Terms; and
- the Payment and Milestone Terms for Platform payment administration.

A material change to scope, deliverables, timing, dependencies, or price is effective only when both parties agree. Additional terms cannot change Conferro's rights or duties, override Platform payment rules, require unlawful conduct, or move a Platform transaction off the Platform.

For the subject concerned, transaction-specific terms and the accepted Proposal or Offer take priority over these default Service Terms. The Payment and Milestone Terms control payment administration.

4. Consultant duties

The Consultant must:

- provide the agreed services with reasonable professional skill and care;
- act honestly and in good faith;
- perform the services consistently with the qualifications and experience represented on the Platform;
- comply with the accepted scope, material deadlines, and deliverables;
- communicate material delays or problems promptly;
- comply with applicable law, professional rules, confidentiality duties, and licensing requirements;
- maintain any licence, registration, authorization, insurance, or other status legally required for the services; and
- avoid conduct that could reasonably mislead the Client about the Consultant's role, authority, experience, progress, or likely outcome.

The Consultant controls the manner and means of performing the services, subject to the agreed result, timing, lawful Client requirements, and professional duties. The Consultant is an independent service provider and is not an employee or agent of the Client or Conferro.

5. Lawful professional scope

The Consultant is responsible for deciding whether the Consultant may lawfully provide each agreed service. A profile check or status displayed by Conferro does not expand the Consultant's legal authority.

The Consultant must not provide legal, immigration, recruitment, financial, education, or other regulated services unless legally authorized to do so in every relevant jurisdiction. The Consultant must clearly distinguish general information, administrative support, coaching, lived-experience guidance, and regulated professional advice.

The Consultant must not guarantee or imply control over a government, embassy, university, employer, licensing body, or other third party.

6. Client duties

The Client must:

- provide information reasonably needed for the engagement;
- provide accurate, complete, and truthful information;
- submit only documents and personal information the Client may lawfully provide;
- respond within a reasonable time to Consultant requests;
- disclose official deadlines or instructions known to the Client;
- review work carefully before approval or submission; and
- make decisions and submissions for which the Client is legally responsible.

The Client remains responsible for statements, declarations, and documents submitted in the Client's name. The Consultant is not responsible for delay, rejection, or loss directly caused by the Client's inaccurate information, withheld information, missed deadline, unlawful instruction, or failure to cooperate.

7. No guarantee of government or third-party outcomes

Many outcomes relevant to Consultant Services are controlled by governments or independent third parties. Neither party may treat the Service Contract as a guarantee of:

- a visa, residence permit, citizenship, or immigration outcome;
- university or school admission;
- employment or an employment offer;
- appointment availability or processing time;

- professional recognition, licensing, or credential evaluation; or
- any other decision controlled by a third party.

A Consultant may provide an assessment or recommendation where legally authorized, but it remains an opinion, not a guarantee.

8. Consultations

8.1 Scope

A Consultation covers only the duration, purpose, and subjects stated in the booking or reasonably agreed during the session. It does not create an ongoing Case or require either party to continue working together.

If both parties wish to proceed after a Consultation, the Consultant may send a Proposal or direct the Client to an Offer. A Case begins only under Section 2.

8.2 Attendance and conduct

Each party must make reasonable efforts to attend on time using suitable equipment and internet access. Each party must behave professionally and must not record a Consultation without the other party's informed consent and any consent required by law.

The Consultant must not mark a Consultation complete before its scheduled end. A technical interruption does not automatically establish fault or require a refund. The parties should document a material interruption and attempt a reasonable solution, which may include rescheduling.

8.3 Free Consultations

A free Consultation creates no Payment. The Platform's payment refund, paid no-show, payment dispute, and transaction-based Consultation review processes do not apply. Either party may still report fraud, harassment, safety issues, professional misconduct, or other Platform-rule concerns to Conferro.

8.4 Paid Consultations

Paid Consultation cancellation, rescheduling, completion, no-show, payment dispute, clearance, and payout rules are governed by the Payment and Milestone Terms. Both parties agree that those time windows form part of the Service Contract.

9. Cases, scope, and full upfront funding

A Proposal or Offer should state the services, Case Steps, deliverables, expected timing, prices, dependencies, and relevant Client responsibilities.

The Client funds the full agreed Case price upfront through Conferro. The current launch payment model administers release per approved Case Step. Funding the Case does not itself mean that the Consultant has earned or received every Case Step amount.

The Consultant should not begin a paid Case until the Platform confirms successful funding.

An Offer may contain required and optional Case Steps. Only optional items selected by the Client form part of the funded Service Contract.

10. Case Step performance and submission

The Consultant must perform Case Steps in accordance with the accepted scope and sequence. A Consultant must not submit a Case Step as complete if material agreed work remains outstanding.

When submitting a Case Step, the Consultant must provide the deliverable or reasonable evidence identified in the Proposal or Offer. Platform messages, files, status changes, and timestamps may be used to determine what was agreed and delivered.

11. Client review and approval

After a Case Step is submitted, the Client may:

- expressly approve it;
- request reasonable changes within the agreed scope; or
- raise an eligible payment dispute.

A Case Step does not automatically become approved merely because the Client does not respond. Payment clearance begins only after the Client expressly approves the Case Step or a dispute decision authorizes payment.

The Client should review a deliverable promptly and must not unreasonably withhold approval where the Case Step materially meets the agreed scope.

Approval confirms, for Platform payment administration, that the Client accepts the Case Step as completed. It does not remove any right that cannot legally be waived.

12. Change requests and out-of-scope work

A Client may request changes that reasonably relate to the agreed Case Step. A change request must identify what does not meet the agreed scope where reasonably possible.

A Client must not use a change request to require materially additional or different work without additional compensation. The Consultant may propose an amendment or new Case Step for out-of-scope work.

Material changes to the Case, including its price, deliverables, sequence, dependencies, or timing, require agreement by both parties and should be recorded through the Platform.

13. Delays and cooperation

Each party must promptly communicate a material delay. If a delay is caused by a government, university, employer, payment provider, outage, force majeure event, or another circumstance outside a party's reasonable control, the parties should agree a reasonable revised timetable where possible.

A Consultant is not required to perform work that has become unlawful. A Client is not required to approve work that does not materially meet the agreed scope.

14. Cancellation and termination

Before a paid Case is successfully funded, either party may choose not to proceed.

Once a paid Case is funded and active, the Platform does not ordinarily provide a simple cancellation and automatic refund route. If the parties wish to end the Case, they should record any agreement through the Platform and contact `support@conferro.app`. If they disagree about entitlement to held funds or completed work, either party may use the payment dispute process while it remains available.

Termination does not automatically reverse an approved or transferred amount. It does not affect rights, duties, confidentiality, payment obligations, or claims that arose before termination.

Paid Consultation cancellation is governed by the specific rules in the Payment and Milestone Terms.

15. Confidentiality

Each party must protect confidential information received from the other party. Confidential information may include:

- passports, identity documents, immigration records, and application materials;
- financial, education, employment, health, criminal-record, and family information;
- private messages and correspondence;
- Consultant work product, methods, templates, and unpublished materials; and
- other information that a reasonable person would understand to be confidential.

A receiving party may use confidential information only to evaluate or perform the engagement, with authorization, or as required by law. The party must apply reasonable safeguards and limit access to people who genuinely need it.

Confidentiality duties continue after the Service Contract ends. They do not apply to information that is lawfully public through no breach, already lawfully known without restriction, independently developed, or lawfully received from a third party.

16. Personal data and sensitive documents

Client information and documents remain information of the Client or relevant third party. The Client grants the Consultant a limited right to access and use them only as reasonably necessary to provide the agreed services.

The Consultant must not:

- sell Client information;
- use it for unrelated solicitation or services without permission;
- disclose it publicly or to an unauthorized person;
- request sensitive information that is not reasonably necessary; or
- retain it longer than reasonably necessary or legally required.

The Consultant may be an independent controller of personal data for parts of the engagement and is responsible for applicable privacy, professional secrecy, security, and retention duties.

17. Third-party and minor information

The Client may provide information about family members, sponsors, employers, children, or other people where reasonably necessary. The Client confirms that the Client may lawfully provide that information and has given any notice or obtained any authorization required by law.

Where an engagement concerns a minor, the Client confirms that the Client is the parent, legal guardian, or otherwise authorized to act for the minor. The Consultant must protect third-party information with the same care as Client information.

18. Personnel and subcontracting

The Consultant remains responsible for the promised services. The Consultant must not delegate professional work or give another person access to sensitive Client information unless:

- the delegation is lawful;
- the person is suitably qualified;
- appropriate confidentiality, privacy, and security safeguards apply;
- the arrangement does not misrepresent who performs the work; and
- the Client is informed or gives consent where reasonably required.

19. Intellectual property and permitted use

The Client retains ownership of materials supplied by the Client. The Consultant retains ownership of pre-existing methods, templates, systems, know-how, training materials, and other intellectual property developed independently of the engagement.

After full payment for a deliverable, the Client receives a perpetual, worldwide, royalty-free, non-exclusive right to use, reproduce, adapt, and submit that deliverable for the Client's own personal, business, immigration, education, employment, or application purpose. This does not transfer ownership of the Consultant's pre-existing materials or allow the Client to resell a general Consultant product unless the parties agree otherwise.

The Consultant confirms that deliverables will not knowingly infringe another person's rights.

20. Communications and records

Both parties should communicate promptly. Important agreements about scope, timing, delivery, changes, cancellation, and payment should be recorded through Conferro.

Platform records may be used by Conferro to administer Payments and disputes. A party must not delete, falsify, or manipulate records to mislead the other party or Conferro.

21. Taxes and expenses

The Consultant is responsible for taxes, social contributions, registrations, insurance, and other obligations applicable to the Consultant's business. The Client is responsible for taxes or charges legally imposed on the Client.

Expenses are included in the agreed price unless the Proposal or Offer clearly identifies a separate expense and who will pay it. A Consultant must obtain Client agreement before incurring an unapproved charge for the Client.

22. Conflicts of interest

The Consultant must disclose a material conflict of interest that could reasonably affect the Consultant's ability to act objectively, lawfully, or in accordance with the Service Contract. The Consultant must not misuse confidential information obtained from one Client when assisting another.

23. Disputes

The parties should first try in good faith to resolve a disagreement directly and keep relevant communications on the Platform.

If the disagreement concerns an eligible Payment, either party may use Conferro's internal dispute process. The process is payment-level, may freeze all eligible unreleased amounts under that Payment, and is governed by the Payment and Milestone Terms.

Conferro's decision determines only how funds still subject to Platform control are administered. It does not make Conferro a party to the Service Contract and does not prevent either party from pursuing a legal right that cannot be waived.

24. Liability between Client and Consultant

Each party is responsible for loss caused by its breach of the Service Contract to the extent provided by applicable law.

To the maximum extent permitted by law, neither party is liable to the other for indirect or consequential losses that were not a reasonably foreseeable result of the breach.

Nothing excludes or limits liability where prohibited by mandatory law. The Consultant remains directly responsible for Consultant Services and cannot rely on Conferro's marketplace role to avoid professional or contractual responsibility.

25. Applicable laws

The Consultant must comply with laws and professional rules applicable to the services. The Client must comply with laws applicable to the Client's documents, applications, submissions, and use of the services.

Mandatory laws applying in the country concerned by a service continue to apply regardless of where either party lives.

26. Governing law and jurisdiction

Unless the Client and Consultant validly agree otherwise through the Platform, the Service Contract is governed by Swiss law to the extent legally permitted.

This choice does not override mandatory consumer protections, mandatory professional rules, immigration or legal-services regulation, or mandatory jurisdiction rights. A competent court remains available where mandatory law requires it.

27. Severability and survival

If a provision is invalid or unenforceable, the remaining provisions continue to apply to the extent legally possible.

Sections concerning payment, confidentiality, personal data, intellectual property, records, liability, and disputes continue after the Service Contract ends to the extent their purpose requires.

28. Conferro is not a party

For clarity, Zner Ventures AG and Conferro are not parties to the Service Contract. Introducing the parties, reviewing profile information, providing communication and video tools, hosting a Proposal or Offer, administering Case Steps, processing Payments, collecting Platform Fees, publishing reviews, or assisting with disputes does not make Conferro the provider of Consultant Services.

Platform-related questions may be sent to `support@conferro.app`. Legal notices concerning these Service Terms may be sent to `legal@conferro.app`.