CONFERRO

Terms of Service

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

These Terms of Service govern your access to and use of the Conferro website, platform, applications, and related services at `conferro.app` and its subdomains (the **Platform**). The Platform is operated by Zner Ventures AG (**Conferro**, **we**, **us**, or **our**).

By creating an account, accepting these Terms, or using the Platform, you agree to these Terms and the documents incorporated into them. If you do not agree, do not use the Platform.

1. About Conferro

Conferro operates an online marketplace where clients can discover, communicate with, and engage independent consultants. Platform features may include consultant profiles, profile checks, messaging, video consultations, offers, proposals, cases, milestone tracking, payment administration, reviews, and dispute assistance.

Conferro provides the marketplace and payment administration tools. Conferro does not provide the underlying consulting services. Those services are provided directly by independent Consultants.

Unless expressly stated otherwise, Conferro is not a law firm, immigration adviser, immigration agency, education adviser, recruitment agency, employer, government authority, financial institution, trustee, or agent or representative of any Client or Consultant. Conferro does not make decisions concerning visas, residence permits, citizenship, university admission, employment, professional recognition, or any other matter controlled by a government or third party.

2. Definitions

In these Terms:

- **Client** means a User who seeks, books, or purchases Consultant Services.
- **Consultant** means a User who offers or provides Consultant Services.
- **Consultant Services** means the services a Consultant agrees to provide directly to a Client.
- **Consultation** means a scheduled session between a Client and Consultant, whether paid or free.
- **Case** means a structured engagement administered through the Platform.
- **Proposal** means a Consultant's proposed Case scope, deliverables, steps, timing, dependencies, and price.
- **Offer** means a pre-priced service package published by a Consultant.
- **Case Step** means an agreed stage or deliverable within a Case.
- **Service Contract** means the contract directly between a Client and Consultant.
- **Payment** means an amount processed for a paid Consultation or Case.
- **Platform Fee** means the fee Conferro deducts from an amount payable to a Consultant.
- **User** means any person or organization that accesses or uses the Platform.

3. Eligibility

You may create and use an account only if you:

- are at least 18 years old;
- can legally enter into binding contracts;
- provide accurate and complete information; and
- may lawfully use the Platform and receive or provide the relevant services.

A person under 18 may not operate an account. An adult parent, legal guardian, or other legally authorized person may use the Platform in relation to a matter concerning a minor.

If you use the Platform for an organization, you confirm that you have authority to bind that organization.

4. Accounts and account security

You must keep your account information accurate and current. You are responsible for protecting your login credentials and for activity carried out through your account, except to the extent caused by Conferro's own breach of duty.

You must promptly notify `security@conferro.app` if you believe your account or credentials have been compromised.

You must not:

- create a false identity or impersonate another person or organization;
- share, sell, or transfer your account without Conferro's approval;
- allow another person to use your account to avoid identity, qualification, or professional checks; or
- submit false, misleading, altered, or fraudulent information.

We may ask you to verify your identity or other information at any time. Access to some features, payments, or payouts may remain restricted until required checks are completed.

5. Consultants are independent service providers

Consultants are independent service providers. Nothing in these Terms creates an employment, partnership, joint venture, franchise, agency, or fiduciary relationship between Conferro and a Consultant.

Consultants generally decide which services they offer, whether to accept a Client, their prices, availability, and working methods, subject to applicable law, the accepted Service Contract, and Platform rules.

Consultants are responsible for their own business registrations, licences, authorizations, taxes, insurance, professional duties, service quality, and legal compliance. Conferro does not supervise how a Consultant performs professional work.

6. Qualifications, lawful scope, and profile checks

A Consultant may offer only services that the Consultant is legally permitted and professionally competent to provide. Where a licence, registration, certification, authorization, or other professional status is required, the Consultant must obtain and maintain it.

A Consultant must not:

- claim a qualification, licence, registration, experience, or status they do not hold;
- provide regulated services without the required authorization;
- work outside the lawful scope of an authorization;
- claim special influence over a government, embassy, university, employer, or other authority; or
- guarantee an outcome controlled by a government or third party.

Conferro may review identity, credentials, licences, experience, business information, or other profile information. Any badge, status, or profile check reflects only the information and evidence reviewed at a particular time. It is not an endorsement and does not guarantee competence, service quality, current validity, future conduct, or any outcome. We may repeat, limit, suspend, or withdraw a profile status at any time.

7. Engagement paths and contract formation

The Service Contract is directly between the Client and Consultant. Conferro is not a party to it.

The 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 by the Platform.
3. **Bespoke Case:** when the Client accepts the Proposal and the full Case price is successfully funded through the Platform. For a permitted zero-price Case, the contract forms when the Client accepts the Proposal.
4. **Offer:** when the Client selects the Offer and any optional items and the resulting full Case price is successfully funded through the Platform. Creating an unpaid Case record does not by itself form a paid Service Contract.

Before a Service Contract is formed, a Client may choose not to proceed. Where the Platform provides revision or cancellation controls, the Client may use them while the Proposal remains unfunded.

The applicable Proposal or Offer, the Client-Consultant Service Terms, the Payment and Milestone Terms, and any additional terms clearly accepted by both parties form the Service Contract. Additional terms between a Client and Consultant cannot change Conferro's rights or duties, override Platform payment rules, require unlawful conduct, or move a Platform transaction off the Platform.

If documents conflict, the following order applies for the subject concerned:

1. transaction-specific terms clearly displayed and accepted on the Platform;
2. the accepted Proposal or Offer;
3. the Payment and Milestone Terms for payment administration;
4. the Client-Consultant Service Terms for the underlying services; and
5. these Terms of Service.

8. Prices, currency, and Platform Fees

Consultants set or agree their own prices. The applicable price is displayed or agreed before a paid Service Contract is formed.

The Platform currently processes prices in United States dollars unless another currency is clearly displayed. A bank or payment provider may apply currency conversion, foreign transaction, card, or receiving fees. Conferro does not control a User's bank charges or guarantee a conversion rate.

Conferro currently deducts a Platform Fee equal to 10% of the Consultant amount for each paid Consultation, approved Case Step, and eligible late-cancellation amount, unless a different rate is clearly disclosed before the transaction. The rate applicable when the Payment is created is recorded for that Payment.

Taxes and legally required withholdings may apply. Each User is responsible for taxes and reporting legally applicable to them. Conferro may collect, withhold, report, or remit amounts where required by law.

9. Payment administration and no regulated escrow representation

Payments and payouts are processed through Stripe or another payment or payout provider selected or approved by Conferro. Provider terms and eligibility requirements may apply in addition to these Terms.

For paid Cases, the Client funds the full agreed Case price upfront. The Consultant cannot receive unreleased Case amounts merely because the Client has paid. Release eligibility follows the accepted payment model and the Payment and Milestone Terms.

References on the Platform to money being **funded**, **held**, **secured**, **protected**, **pending**, or **in payment protection** mean that the amount has been processed through the applicable payment workflow and remains subject to release, refund, dispute, provider, and legal conditions. These descriptions do not mean that Conferro provides a regulated escrow, trust, deposit, or banking service.

To the extent permitted by law and provider rules, Users authorize Conferro and its providers to collect Payments, deduct Platform Fees, transfer Consultant amounts, delay or pause transfers, issue refunds, reverse eligible transfers, offset amounts, administer disputes, and obtain payment, payout, fraud, and verification information.

Payment-provider availability, identity checks, sanctions screening, fraud controls, reserves, bank processing, supported countries, and currency rules may delay, restrict, or prevent a Payment or payout.

10. Consultations

10.1 Free Consultations

A Consultant may set an hourly rate of zero and offer free Consultations. A free Consultation creates no Payment and no amount is held or released.

Because no Payment exists, a free Consultation does not qualify for payment refunds, payment disputes, the paid-session no-show process, or a transaction-based Consultation review. Users may still report safety, misconduct, fraud, or Platform-rule concerns to `support@conferro.app`.

10.2 Paid Consultations

The Consultation price is calculated from the Consultant's displayed hourly rate and the selected duration and is shown before payment. A paid booking is confirmed after successful payment.

Paid Consultation cancellation, rescheduling, completion, automatic approval, no-show, dispute, clearance, and payout rules are stated in the Payment and Milestone Terms. Those rules include time-sensitive consequences. Users should review them before booking.

11. Cases, Offers, and Case Steps

A Case must describe the included services, Case Steps, deliverables, expected timing, prices, and material Client dependencies. An Offer may include required and optional Case Steps. The funded total includes the required Case Steps and optional items selected by the Client.

The current launch payment model for Cases is payment upfront with release administered per Case Step. A Consultant should not begin a paid Case until the Platform confirms successful funding.

When the Consultant submits a Case Step, the Client may:

- approve it;
- request reasonable changes that relate to the agreed scope; or
- open an eligible payment dispute.

Case Steps do not automatically become approved merely because the Client takes no action. Approval requires the Client's express action or a dispute decision that authorizes payment.

A change request must relate to the agreed scope and cannot be used to demand materially additional work without additional payment. Any material change to scope, price, deliverables, or timing requires agreement by both parties and must be recorded through the Platform where possible.

12. Cancellations, refunds, no-shows, and chargebacks

Cancellation and refund outcomes depend on the service type, timing, payment status, work completed, and funds still under Platform control. The exact current rules are in the Payment and Milestone Terms.

A funded active Case cannot ordinarily be cancelled through the Platform's simple cancellation control. If a funded Case must end or the parties disagree about paid work, they should contact support and use the applicable dispute process.

A chargeback or bank dispute is separate from Conferro's internal dispute process. Users must not submit a false or abusive chargeback. Nothing in these Terms limits a statutory or payment-network right that cannot lawfully be limited.

13. Internal payment disputes

Where available, either party to an eligible paid engagement may raise one internal dispute for the related Payment while qualifying funds remain under Platform control.

A dispute concerns the Payment as a whole, even if it arises from one Case Step. Opening a dispute freezes pending or approved amounts from that Payment that have not already been transferred or refunded. Amounts already transferred to a Consultant are not automatically reversible and may fall outside the amount Conferro can return through the internal process.

Conferro may request evidence, review Platform records, ask questions, and decide whether eligible funds should be released to the Consultant, refunded to the Client, or split between them. This decision controls only Platform payment administration. It does not decide all legal rights between Client and Consultant and does not make Conferro the provider of Consultant Services.

The detailed evidence window, outcomes, and consequences are in the Payment and Milestone Terms.

14. Selecting a Consultant

Clients are responsible for deciding whether a Consultant is suitable. Profile information, checks, reviews, ratings, search placement, and recommendations may help a Client compare Consultants, but they are not a guarantee or professional recommendation by Conferro.

Clients should independently check any qualification or authorization important to their matter, especially where regulated immigration, legal, financial, recruitment, or education services are involved.

15. Client responsibilities

Clients must provide accurate and complete information, submit only documents they may lawfully provide, respond to reasonable requests, review work before approval, and monitor official deadlines and instructions.

The Client remains responsible for the truth and accuracy of statements and documents submitted in the Client's name. Consultant assistance does not transfer that responsibility to Conferro.

16. No guaranteed outcomes

No User may use the Platform to offer or obtain a guarantee of a visa, residence permit, citizenship, admission, employment, appointment, processing time, professional recognition, licensing decision, or any other outcome controlled by a government or third party.

Conferro does not guarantee any such outcome, that a Consultant will complete every engagement successfully, or that laws, policies, fees, requirements, or processing times will remain unchanged.

17. Reviews

Conferro may permit a Client to review a Consultant after a qualifying paid Consultation or completed Case. Free Consultations are not currently eligible for transaction-based reviews.

Reviews must describe genuine experiences. Users must not create fake transactions or reviews, buy or sell reviews, offer a benefit for a particular rating, threaten another User to influence a review, or submit knowingly false or unlawful content.

Conferro may investigate, remove, restrict, or decline to publish content that violates law, these Terms, or marketplace integrity rules. Reviews express Users' views, not Conferro's views.

18. Off-Platform transactions and circumvention

If a Client and Consultant first establish their professional relationship through Conferro, they must use the Platform to contract and pay for services arising from that relationship for 24 months from their first introduction, unless:

- they can demonstrate a genuine pre-existing professional relationship;
- Conferro gives written approval for another arrangement; or
- applicable law prevents enforcement.

Users must not avoid Platform Fees by requesting or accepting direct payment, moving part of a transaction off the Platform, using another person or business to process payment, understating value, or using another arrangement designed to avoid Platform Fees.

Where legally permitted, Conferro may suspend accounts and recover reasonably avoided Platform Fees.

19. Prohibited conduct

You must not use the Platform to:

- commit fraud or create, submit, sell, or facilitate false documents;
- knowingly provide false information to a government, university, employer, or other institution;
- facilitate unlawful immigration activity or unauthorized regulated services;
- harass, threaten, exploit, or unlawfully discriminate against another person;
- manipulate profiles, reviews, transactions, or Platform records;
- launder money, evade sanctions, or conceal the source or destination of funds;
- infringe privacy, confidentiality, intellectual property, or other rights;
- upload malware or attempt to bypass, probe, disrupt, scrape, reverse engineer, or misuse Platform security or systems; or
- use another User's information for unrelated solicitation or commercial purposes.

20. User content and intellectual property

You retain ownership of content you provide, subject to the rights needed to operate the Platform. You grant Conferro a non-exclusive, worldwide, royalty-free licence to host, store, process, reproduce, transmit, and display that content only as reasonably necessary to operate and secure the Platform, enable the requested engagement, administer payments and disputes, provide support, comply with law, and protect rights.

This licence does not make private Case documents public. You confirm that you have the rights and permissions needed to provide the content.

The Platform, software, design, branding, trademarks, databases, interfaces, and materials created or owned by Conferro or its licensors remain their property. Except where law permits otherwise, you may not copy, reproduce, sell, sublicense, reverse engineer, or commercially exploit them without written permission.

21. Confidentiality and privacy

Clients and Consultants may exchange sensitive information. Their confidentiality and data-use duties are stated in the Client-Consultant Service Terms. Users must not access, use, retain, or disclose another person's confidential information except for the purpose for which it was provided, with authorization, or as required by law.

Conferro processes personal data as described in the Privacy Policy. A User who receives another person's data may have independent privacy, confidentiality, security, retention, and professional obligations.

22. Third-party services

The Platform relies on third parties for services such as payments, payouts, hosting, storage, email, analytics, communications, and video meetings. Their own terms and privacy notices may apply.

To the maximum extent permitted by law, Conferro is not responsible for an outage, restriction, delay, or act of an independent third-party provider outside Conferro's reasonable control. This does not remove any responsibility Conferro has under mandatory law for selecting or managing its providers.

23. Suspension, restriction, and account closure

Conferro may restrict, suspend, or terminate an account or feature where reasonably necessary, including for breach, fraud, false information, failed verification, missing professional authorization, payment risk, sanctions requirements, abuse, circumvention, legal obligations, or a material threat to Users or the Platform.

Where appropriate, we may allow the User to respond or correct the issue. We may preserve access needed to resolve an active engagement, Payment, payout, dispute, or legal obligation.

A User may request account closure at `support@conferro.app`. Closure may be delayed while an engagement, Payment, payout, dispute, investigation, or legal retention obligation remains open. Closure does not remove obligations or liability arising before closure.

24. Platform availability and changes

We may modify, add, restrict, suspend, or discontinue Platform features. We do not guarantee uninterrupted or error-free availability or availability in every country. Where reasonably possible, we will avoid materially disrupting active Service Contracts and will communicate material operational changes.

25. Disclaimers

To the maximum extent permitted by law, the Platform is provided on an "as available" basis. Conferro does not guarantee User-provided information, Consultant performance, permanent validity of profile information, successful completion of a Service Contract, or any professional, commercial, academic, employment, immigration, or government outcome.

Nothing in these Terms excludes a warranty or right that cannot lawfully be excluded.

26. Limitation of Conferro's liability

To the maximum extent permitted by law, Conferro is not liable for loss arising from:

- the content, quality, legality, delay, omission, or outcome of Consultant Services;
- a Consultant's advice, act, omission, qualification, or misconduct;
- a Client's information, documents, instructions, act, or omission;
- a government or third-party decision;
- a change in law, policy, eligibility, fees, or processing time;
- a transaction intentionally conducted outside the Platform;
- unauthorized account access caused by a User's failure to protect credentials; or
- an event outside Conferro's reasonable control.

To the maximum extent permitted by law, Conferro is not liable for indirect, incidental, special, punitive, or consequential loss, or for lost profits, revenue, opportunity, or data, where that loss was not a reasonably foreseeable direct result of Conferro's breach.

Subject to the exclusions below, Conferro's total aggregate liability to a User arising from the Platform during any 12-month period will not exceed the greater of USD 100 and the total amount the User paid through the Platform during the 12 months before the event giving rise to the claim.

Nothing in these Terms excludes or limits liability where doing so is prohibited by mandatory law, including liability for intentional misconduct or gross negligence and any liability that cannot legally be excluded or limited.

27. User responsibility for claims

To the extent permitted by law, a User is responsible for losses, claims, and reasonable costs incurred by Conferro that result directly from that User's fraud, intentional unlawful conduct, knowing infringement of third-party rights, false professional claims, unauthorized regulated services, or unlawful use or disclosure of personal or confidential information.

This section does not impose an indemnity on a consumer where it would be prohibited or unfair under mandatory law.

28. Changes to these Terms

We may update these Terms for legal, security, operational, or product reasons. If a change materially reduces existing User rights or materially increases User obligations, we will provide reasonable notice where required or appropriate. Changes generally apply prospectively.

The version accepted for a transaction ordinarily continues to govern that transaction, unless a change is required by law or accepted by the affected parties.

29. Electronic communications

You agree that agreements, confirmations, receipts, disclosures, and notices may be provided electronically through the Platform or to the email address associated with your account. You are responsible for keeping your contact information current.

30. Governing law and jurisdiction

These Terms are governed by Swiss law, excluding conflict-of-law rules to the extent legally permitted.

The courts of Zug, Switzerland have jurisdiction over disputes between a User and Zner Ventures AG where legally permitted. Mandatory consumer protections and mandatory consumer jurisdiction rights remain unaffected. Nothing prevents a party from seeking urgent protective relief from a competent court.

31. General terms

If a provision is invalid or unenforceable, the remaining provisions continue to apply to the extent legally possible. Failure to enforce a provision is not a waiver.

Conferro may assign these Terms in connection with a financing, reorganization, merger, acquisition, or transfer of the Platform, subject to applicable law. A User may not transfer an account or rights under these Terms without Conferro's written consent where consent may lawfully be required.

These Terms, together with the incorporated documents and transaction-specific terms, contain the agreement between the User and Conferro concerning the Platform.

32. Incorporated documents

The following form part of these Terms where applicable:

- Client-Consultant Service Terms;
- Payment and Milestone Terms;
- Privacy Policy; and
- any additional terms clearly displayed and accepted for a feature or transaction.

33. Contact

Legal notices and questions about these Terms: `legal@conferro.app` User and payment support: `support@conferro.app` Security reports: `security@conferro.app`

Postal address:

Zner Ventures AG c/o Andrin Renz Chamerstrasse 175 6300 Zug Switzerland