Terms of service

The agreement between you and Trepup

Issued by Trepup.com AG, Zug | Effective 1 December 2026

These are the Terms of service ("Terms") between you and Trepup.com AG. The short version: your Account is passwordless - there are no passwords to steal because there are no passwords. You own your Content. We do not sell your data. We do not use your Content to train AI models. Your card data never touches our servers. Trepup takes zero commission on your sales. Cancel anytime and keep access through your billing period. Disputes start with a conversation, not a lawyer. Swiss law governs these Terms. If something goes wrong, the courts of Zug, Switzerland decide.

This document overlaps with the Privacy policy on four topics: AI data processing, sign-up data collection, Content limits, and Account deletion timelines. Where both documents address the same topic, the Privacy policy is canonical for data processing and collection, and these Terms are canonical for contractual rights and feature limits. If the two documents conflict, these Terms govern contractual obligations and the Privacy policy governs data protection obligations.

1. Acceptance of terms

In brief: By using Trepup, you agree to these Terms.

By accessing or using Trepup ("the Platform"), you agree to these Terms. If you do not agree, do not use the Platform. Trepup.com AG ("Trepup," "we," "us," "our"), a company limited by shares under Swiss law, registered in Zug, Switzerland (CHE-350.031.599), operates the Platform.

Electronic communications

By creating an Account, you consent to receive communications from us electronically, including by email and in-app notification. You agree that all notices, agreements, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

2. Definitions

In brief: 15 defined terms used throughout this agreement and all related policies, explained in plain language.

The following definitions apply throughout these Terms, the Privacy policy, and all related legal documents unless otherwise stated. Technical and regulatory acronyms are defined in the Privacy policy.

Term	Meaning
Account	What one person opens by signing up, authenticated by email magic link, Google OAuth, or Sign in with Apple. Each person holds one Account. Opening it creates the person's User Actor; through the same Account the person creates Stores and works in other Stores as a Member.

Term	Meaning
Actor	Anything that acts on the Platform. There are two kinds: a User, which is an Account's own presence, and a Store, which an Account creates to sell. Users and Stores are equal participants, and the same standards, policies and rules apply to both.
AI Content Assist	the writing help of Trep, the AI that runs your Trepup, wherever an Actor writes - posts, comments and messages, and on a Store its product and service listings, its About and its review responses. Available to every Actor on every plan, metered by the action like all of Trep's work.
Boost	Trepup's distribution product that increases the visibility of posts, products, or services in other Actors' feeds, in search results and in Store discovery, at a flat EUR 1 per 1,000 qualified impressions, billed to the card on file as it is delivered.
Content	Any text, image, video, audio, or other material that you upload, post, or transmit through the Platform, including but not limited to posts, products, services, reviews, messages, and profile information.
Free, Pro, and Premium	The three plans an Account can hold, each with different limits as described under Subscriptions and billing.
Member	Another Account a Store Owner invites to work in a Store, with a set of work functions. A Member works under the Store Owner's plan and holds no plan for the Store. Ownership is not a Member role: a Store has one Store Owner, and ownership can be transferred but never shared.
Platform	The Trepup website at trepup.com, the Trepup mobile application, and all related services, APIs, and infrastructure operated by Trepup.com AG.
Seat	A billable unit representing one Member added to a Store beyond the Store Owner. Each Seat costs the Store Owner's plan rate: EUR 18 a month (EUR 15 billed annually) on Pro, EUR 30 a month (EUR 25 billed annually) on Premium.
Store	An Actor an Account creates to sell products, services, or both. A Store has its own profile, followers and listings; it belongs to its Store Owner and can be worked by Members.
Store Owner	The Account that created a Store. The Store Owner is the sole payer for everything the Store uses - its Seats, its extra Stores, its metered intelligence and its Boost - under the Store Owner's own plan.
Terms	These Terms, including all sections, tables, and definitions, as updated from time to time in accordance with Acceptance of terms.
Trep	The AI that runs your Trepup, powered by Claude, from our AI partner, Anthropic. Trep lives in the inbox and takes part in conversations as a labelled assistant, never presented as a person. On a User, Trep triages the inbox, summarises long threads, drafts replies for the User to send or change, finds a message, an order or an Actor by description, and proposes a time to send a scheduled message. On a Store, Trep speaks for the Store: grounded in the owner's knowledge, the Store profile, the live catalogue, the Store's frequent questions and the thread, it drafts answers to buyers, summarises order conversations and surfaces the next action, sorts new requests, and drafts listings and Store copy through AI Content Assist. A reply Trep drafts for a Store is sent only when the owner approves it; Trep never states a price, availability, delivery or returns term the owner has not confirmed, and the owner can turn Trep off for the Store. Trep also answers support questions for Trepup. Trep suggests; the Account decides. Trep replies in the language each person writes in.

Term	Meaning
Trepup	Trepup.com AG, a company limited by shares under Swiss law, registered at Poststrasse 30, CH-6300 Zug, Switzerland (CHE-350.031.599), and its officers, directors, employees, and agents.
User	An Account's own presence on the Platform: the Actor its sign-up creates. Each Account has one User; a User posts, follows and buys, and lists nothing for sale.

3. Eligibility

In brief: You must be 18 or older.

You must be at least 18 years old to create an Account. By creating an Account, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into this agreement. We verify age during sign-up and reserve the right to terminate Accounts where age requirements are not met.

4. Accounts and authentication

In brief: Trepup is passwordless. You sign in with a magic link, Google, or Apple. Keep your Account secure.

Trepup is passwordless. You sign in with an email magic link, Google OAuth, or Sign in with Apple. There are no password fields, no password resets, and no password storage anywhere in the system.

For example, there is no password to forget: signing in is clicking a link in your email or continuing with Google or Apple.

During sign-up, you provide your email address. After verifying your email (via magic link, Google OAuth, or Sign in with Apple), you complete your profile: handle, first name, last name, date of birth, gender, and country. Date of birth is used for age verification and, only in aggregate as an age band, for audience demographics in analytics, and is never displayed publicly. Country is suggested from your connection, and you confirm or change it; it is used for Boost targeting, for audience demographics in analytics in aggregate only, and for the consumer protections that apply to you. Gender is used for Boost targeting only with your consent, given and withdrawn in your settings, and, in aggregate only and for audiences of at least 100 people, for audience demographics in analytics for Users and Stores (you may choose male, female, non-binary, or undisclosed), and is never displayed publicly.

You are responsible for the security of your Account. You must not share your authentication credentials or allow others to access your Account. If you believe your Account has been compromised, contact us immediately at security@trepup.com.

Actor identity

Every Actor on Trepup is a User or a Store. A person who signs up opens one Account, and the Account's own presence is its User Actor. A Store Actor is created when an Account creates a Store, and the User Actor of that Account is its Store Owner. Users and Stores are equal participants on the Platform: the same design standards, Content policies, and community rules apply to both without distinction. Commerce belongs to Stores: only a Store carries a price, a checkout, a booking or an

order, and a personal post cannot; every Actor can buy. Selling around this rule counts against the Store's Crest.

One person, one Account. Each person holds one Account, and the person - or the legal entity a Store is registered as - is verified once, before money first moves, and again only where Stripe requires an enhanced check, as the Commerce policy sets out. If one person opens a second Account, it is closed when found, and nothing earned on it carries over: not its followers, its reviews or its Crest standing.

5. Subscriptions and billing

In brief: Three plans (Free, Pro, Premium), with metered intelligence on every plan, and Seats for Members and Boost on Pro and Premium. Cancel anytime, keep access until your period ends.

Trepup offers three plans. On Free, a Store completes up to 10 orders a month at zero commission; the 11th order in a month, a second Store, more products or services, Members or Boost requires Pro, and Go Live requires Premium. Stores that move from Trepup's earlier platform start on Free, and a Store that reaches the order limit receives a 30-day Pro trial before the limit applies. Boost is not a plan: it is paid promotion that buys visibility, never a point of Crest, open to any Actor on Pro or Premium whose Crest standing allows it (reduced at Dimming, none at Faded and Dark) and billed as it is delivered at a flat EUR 1 per 1,000 qualified impressions. Trepup's own prices are set in euros and do not include tax, which is added at checkout as the Commerce policy sets out; where our payment partner, Stripe, offers your local currency, the price is shown and charged in that currency at checkout, at the rate Stripe sets, which includes Stripe's conversion fee, and is not converted afterwards. Trepup's own charges appear on your statement as TREPUP.

Plan	Monthly	Annual	Description
Free	EUR 0	EUR 0	One Store with up to 15 listings - products and services in any mix - and 10 completed orders a month, at zero commission.
Pro	EUR 18 a month	EUR 15 a month (EUR 180 a year)	Standard and advanced AI models, richer analytics, unlimited orders, Boost with 10,000 included impressions a month, 2 Stores (up to 4 with extra Stores at EUR 6 each per month), up to 5 Members per Store.
Premium	EUR 30 a month	EUR 25 a month (EUR 300 a year)	Everything in Pro plus all AI models, including the most capable, Go Live, 25,000 included Boost impressions a month, full analytics, unlimited Stores, unlimited Members.

Annual billing is charged upfront at 10 times the monthly rate (two months free). You may switch between monthly and annual billing at any time.

Upgrades and downgrades

Upgrades take effect immediately. You are charged a prorated amount for the remainder of your current billing period. Downgrades take effect at the end of your current billing period. You keep all features of your current plan until then. No prorated refunds are issued for downgrades. When a Store Owner downgrades, no Member is removed, but no new one can be added until the Store is within the new plan's limit.

Cancellation

You may cancel your subscription at any time from your billing settings. After cancellation, you retain access to your plan features until the end of your billing period.

For example, if you cancel Premium in the first week of a month you have already paid for, every Premium feature stays with you until that month ends. Your Account then reverts to Free. Your data, posts, Stores, and followers are never deleted as a result of cancellation or downgrade.

Payment processing

All payments are processed by Stripe (Stripe Payments Europe, Limited, with Stripe, LLC in the United States). Card numbers are entered into a Stripe-controlled widget and sent directly to Stripe servers. Card data never touches Trepup servers, databases, or logs. We receive only a token representing the payment method. Stripe is PCI DSS Level 1 certified. Trepup maintains PCI DSS SAQ A compliance.

Failed payments

Subscription prices may change. Price changes are announced at least 30 days in advance through the Platform, by email, and on the legal updates page. A price change takes effect at your next renewal after the notice period; the price of an active annual subscription never changes mid-term.

If a payment fails at renewal, we retry for 5 to 7 days. You will see a banner in the app and receive email notifications. If all retries fail, your Account reverts to Free. No data is deleted.

Transaction fees

Trepup does not take a commission on sales made through the Platform. Zero percent. Stripe processing fees are passed through transparently. This is a permanent architectural decision, not a promotional offer.

Seat billing

Store Owners may invite other Accounts as Members. The Store Owner is the only payer - Members never see a bill. The owner themselves is always included at no additional cost. Every Member costs the Store Owner's plan rate per Seat - EUR 18 a Seat a month (EUR 15 billed annually) on Pro, EUR 30 a Seat a month (EUR 25 billed annually) on Premium. Free Accounts cannot invite anyone (owner only). Pro Accounts allow up to 5 Members per Store. Premium Accounts allow unlimited Members. Seats are prorated on add (you pay only for the remaining days in the current billing period). When you remove a Member, they lose access immediately but the Seat charge continues until the end of the current billing period. No mid-cycle refund is issued for removed Seats.

The work of Trep, the AI that runs your Trepup, is metered per action. Each plan includes a monthly action allowance (20 actions on Free, 300 on Pro and 1,000 on Premium, half until the Account is verified); every Account, on any plan, may turn on usage credits beyond it, billed at the model provider's list price plus Trepup's Platform margin, from a prepaid balance that can reload automatically from the card on file, within spend limits its owner sets for the Account and, on a Store, for each Member. The allowances, the rates, the limits, and the money rules are set out in the Commerce policy.

6. Stores and commerce

In brief: You can create Stores to sell products and services. Limits vary by plan. Sellers are responsible for their listings.

Trepup is a platform for both personal expression and commerce. Products and services are equal. Retail and wholesale are equal. Every rule in this section applies to products and services without distinction.

Store limits by plan

Feature	Free	Pro	Premium
Number of Stores	1	2 (up to 4 with extra Stores)	Unlimited
Listings per Store (products and services, in any mix)	Up to 15	Up to 75	Unlimited
Members per Store	Owner only	Up to 5	Unlimited
Store gallery	No gallery	Up to 50 items	Unlimited
Store email campaigns	No campaigns	1 per month	Unlimited
Support	Trep	Trep	Trep

Support on every plan is answered by Trep, the AI that runs your Trepup, the moment a message arrives. Trep answers questions about your Account, orders, billing, subscriptions, Content policies, and Platform features.

Store profiles have 7 tabs: Products, Services, Posts, Saves, Tagged, Reviews, and About. A visitor sees the Products tab, the Services tab or both, as the Store lists them, and never Saves; the Store's own team always sees all seven.

Store features follow the Store Owner's plan, and every Member works under it.

A Store has two roles: the Store Owner and its Members. The Store Owner holds billing (Seats, extra Stores, metered intelligence and Boost), settings and transfer, creates the Account's Stores, and invites and removes Members. A Member works as the Store and never changes its settings or billing; what each Member can do is set by work functions.

Work functions are granted to each Member and are all on by default. Together they cover every feature of the plan: catalogue (products and services, their retail and wholesale prices, collections, variants, and the Store gallery - its photos and videos); inbox (messages, and buyer conversations with Trep); posts (posts, stories, scheduled posts, email campaigns, Go Live and Boost); orders (orders, bookings, fulfilment and reviews); analytics (every analytics view the plan includes); and intelligence (AI Content Assist, the assistant and its usage credits).

Every Member is the same Seat price, whatever their work functions, and every Member has the plan's support.

Within the plan, a Member has full power to build and run the Store: to create products and services with their retail and wholesale prices, collections and variants, to post and to publish stories, and to use every feature above, up to the plan's limits and without limit where the plan sets none. The only

limits are that a Member never changes the Store's settings or billing, and any the Store Owner chooses to set - a work function turned off, or a spend limit.

A Member's use of metered intelligence - the assistant and AI Content Assist, for everything the Store does - is limited only by the Store Owner: the allowance runs on into usage credits when the Store Owner turns them on, and the only cap is a spend limit the Store Owner sets.

Commerce taxonomy

Every Store on Trepup is classified under one of 33 categories: 25 product categories and 8 service categories. Products and services are equal in the taxonomy, and so are wholesale and retail selling. It was built by a governed artificial intelligence method around how people buy and sell today, and each category maps to GS1 GPC, NAICS 2022, and ISIC Rev 4 so that tax and reporting rules apply correctly.

Seller obligations

Store Owners are responsible for the accuracy of their listings, the legality of the products and services they offer, compliance with applicable commerce regulations in their jurisdiction, and timely fulfilment of orders. Trepup does not take possession of, warehouse, or ship any products. Trepup does not perform or deliver any services. Transactions are between the buyer and the seller. Trepup facilitates the connection. Every Store carries a public Crest standing - a score from 0 to 1,000 rendered as one of six standings - that measures seller trust. The Crest algorithm, standing consequences, and anti-gaming rules are published at trepup.com/crest and set out in the Commerce policy.

Buyer obligations

Buyers are responsible for reviewing product and service descriptions, prices, and seller information before completing a purchase. To purchase on Trepup, an Actor must first complete identity verification through Stripe Identity; anyone may join, post, follow and message without verifying, and verification is required only to move money, in either direction. It is free on every plan. All purchase disputes are between the buyer and the seller. Trepup may assist in mediation but is not a party to the transaction.

7. Content and conduct

In brief: You own your Content. You grant us a licence to display it. Do not post illegal, harmful, or infringing material.

You retain ownership of all Content you post on Trepup. By posting, you grant Trepup a non-exclusive, worldwide, royalty-free licence to display, distribute, and promote your Content within the Platform. This licence exists solely to operate the Platform and ends when you delete your Content, except where your Content has been shared or reposted by others.

You must not post Content that is illegal, harassing, threatening, defamatory, fraudulent, or that infringes on the intellectual property rights of others. You must not post spam, deceptive Content, or unsolicited commercial messages. The Acceptable use policy defines Prohibited Content and Prohibited Listings in detail. Content moderation on Trepup is performed by automated systems. Details on enforcement tiers, automated appeals, and the right to a review by a person are in the Acceptable use policy.

Voice and video calls in the inbox follow the same rules as messages: a block always wins, a Store cannot place the first call, first contact follows the messaging rules in the Acceptable use policy, and everything in this section applies to what is said and shown in a call. Calls are not recorded.

Content limits

Field	Maximum
Bio (User and Store)	150 characters
Post caption	2,200 characters
Comment or reply	2,200 characters
Direct message	1,000 characters
Review	4,000 characters
Review response	4,000 characters
Product or service name	70 characters
Product or service description	5,000 characters
Collection name	40 characters
Handle	3 to 20 characters
Store name	50 characters
About tab	1,000 characters
Website link (every profile)	200 characters
AI review flag reason	500 characters
Media per post or listing	20 items - images, videos, and audio in any mix
Image file size	30 MB per image
Post video length	60 minutes
Video file size	4 GB per video
Audio file size	100 MB per audio file
Post audio length	10 minutes
Story video length	60 seconds
Story audio length	60 seconds
Voice message length	5 minutes

Link policy

Trepup separates social and commerce surfaces through link rendering. Profile bios render as plain text for both User and Store Actors. No tappable links in any bio. Every profile, User or Store, may set one website link (up to 200 characters), shown as a tappable link and screened for safety; on a Store it sits in the commerce action bar. Post captions render as plain text for both.

Post captions from Store Actors render URLs as tappable links. Post captions from User Actors render URLs as plain text - the text is stored but not tappable. Comments and replies have no tappable links for either Actor kind. Direct messages render tappable links for both Actor kinds

(private communication, not a public discovery surface). Product descriptions, service descriptions, reviews, and review responses render as plain text with no tappable links.

Editing your Content. Posts, comments, captions, and listings may be edited or deleted at any time; an edit replaces the earlier version. Reviews may be edited for 30 days after posting and remain deletable at any time; after 30 days the text stands, because the Crest standing reads a stable review record. Messages can be edited for 15 minutes after sending; after that they stand as sent.

8. AI features

In brief: We use AI for recommendations, captions, search, and AI Content Assist. We do not use your Content to train AI models.

Trepup uses artificial intelligence for feed recommendations, caption suggestions, search results, Store review summaries, Content moderation, and AI Content Assist wherever an Actor writes. AI feed transparency shows you why each post appears in your feed.

Every Account gets all 4 AI caption tones, on every plan. Free Accounts get basic search; Pro and Premium Accounts get personalised search. AI-generated Content is labelled as such wherever it appears. AI Content Assist is available to every Actor on every plan, wherever it writes, Members included under the Store Owner's plan, metered by the action.

Trepup does not use your Content to train AI models. Content submitted to AI features is processed by our AI provider (Anthropic, PBC) to deliver the service you requested. Retention is governed by our data processing agreement with Anthropic. Details are in the Privacy policy.

9. Intellectual property

In brief: Our Platform is protected. If someone copies your work, we have a takedown process. Three strikes and the Account is terminated.

The Trepup name, logo, design system, component library, and Platform code are the property of Trepup.com AG and are protected by Swiss and international intellectual property law. You may not copy, modify, reverse engineer, or distribute any part of the Platform without prior written permission.

Infringement notice

If you believe Content on Trepup infringes your intellectual property rights, submit a written notice to legal@trepup.com containing the following:

- A description of the copyrighted work or other intellectual property you claim is infringed.
- The URL or location on Trepup where the allegedly infringing Content appears.
- Your contact information (name, email, mailing address, phone number).
- A statement that you have a good-faith belief that the use is not authorised by the rights holder, its agent, or the law.
- A statement, under penalty of perjury, that the information in your notice is accurate and that you are the rights holder or authorised to act on their behalf.
- Your physical or electronic signature.

We will review valid notices and, where appropriate, remove or disable access to the allegedly infringing Content. We will notify the affected Actor whose Content was removed.

For example, if another Store lifts your photos, videos, or audio into its own listings, a takedown notice removes them - and a repeat copier is three strikes from losing the Account.

Counter-notice

If you believe your Content was removed in error or is not infringing, you may submit a counter-notice to legal@trepup.com containing the following:

- Identification of the Content that was removed and its former location on Trepup.
- A statement, under penalty of perjury, that you have a good-faith belief the Content was removed by mistake or misidentification.
- Your name, address, and phone number.
- A statement that you consent to the jurisdiction of the courts of Zug, Switzerland for any dispute arising from the counter-notice.
- Your physical or electronic signature.

Upon receiving a valid counter-notice, we will forward it to the original complainant. If the complainant does not file a court action within 14 working days, we will restore the removed Content.

Repeat infringers

Trepup will terminate the Accounts of Users who are repeat infringers of intellectual property rights. Three valid infringement notices against a single Account within any 12-month period will result in permanent Account termination.

Open-source software

The Platform uses open-source software components, each governed by its own licence terms. These open-source licences are not modified or superseded by these Terms. A list of open-source components and their licences is available at trepup.com/legal/open-source.

10. Privacy and data protection

In brief: Full Privacy policy. Swiss and EU law. Five sub-processors. We do not sell your data.

Your use of the Platform is also governed by our Privacy policy. We process personal data in accordance with the Swiss Federal Act on Data Protection (nDSG), the General Data Protection Regulation (GDPR), and applicable data protection laws worldwide. We do not sell your personal data. We share data only with the sub-processors listed in our Privacy policy, each of which has a data processing agreement in place.

11. Beta features

In brief: Preview features are provided as-is. No uptime guarantee. We may change or remove them without notice. Your feedback becomes ours.

We may offer features, tools, or services designated as beta, preview, early access, or experimental ("Beta Features"). Beta Features are provided on an "as-is" basis with no uptime, reliability, or support guarantees beyond what we provide for the Platform generally. We may modify, suspend, or discontinue any Beta Feature at any time without notice and without liability. Beta Features may be subject to additional terms, which we will present to you before you opt in. Your use of a Beta Feature constitutes acceptance of any such additional terms.

Feedback you provide about Beta Features may be used by Trepup without restriction or compensation. You grant Trepup a perpetual, irrevocable, worldwide, royalty-free licence to use, modify, and incorporate any such feedback into the Platform.

12. Termination

In brief: You can delete your Account anytime. Export your data first. We delete personal data within 30 days. We may remove Content or restrict Accounts in response to valid legal orders.

You may delete your Account at any time from your Account settings. Before deleting your Account, you may request a copy of your data as described in our Privacy policy. We will provide your data in a machine-readable JSON format, including your profile information, posts and captions, products and services, reviews you have written, messages, order history, follows, saves, and boost history, with media files as direct download links valid for 7 days, within 7 days of the request.

When you delete your Account, a 30-day grace period begins, during which you can reactivate it; after it, we permanently delete your personal data. Your handle is released for reuse. Content you posted may remain visible if it was shared or reposted by others. Aggregated, anonymised analytics data is retained indefinitely. Backup copies are purged within 90 days.

We may suspend or terminate your Account if you violate these Terms, the Acceptable use policy, or applicable law. We will notify you of the reason unless doing so would compromise safety or an investigation. If we terminate your Account for cause, you forfeit any remaining subscription credit. Sections that by their nature should survive termination (including but not limited to Definitions, Content and conduct, Intellectual property, Indemnification, Disclaimers and limitation of liability, Dispute resolution, and Severability) will survive.

Government requests and transparency

Trepup may remove Content or restrict Accounts in response to valid legal orders from courts and government authorities. When we receive a government Content removal request, we notify the affected Actor unless we are legally prohibited from doing so. The Acceptable use policy governs Content moderation and enforcement procedures, including details on government request handling. Trepup will publish annual moderation transparency reports, consistent with the EU Digital Services Act (Regulation 2022/2065). Government-ordered removals are logged separately and reported in these transparency reports. Transparency reports, sub-processor information, and the internal complaint system are published at trepup.com/legal/trust.

13. Indemnification

In brief: Your Content, your products and services, your compliance. If they cause claims against us, you cover the costs.

You agree to indemnify, defend, and hold harmless Trepup, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from your use of the Platform, your Content, your products or services listed on the Platform, your violation of these Terms, or your violation of any third-party rights.

14. Disclaimers and limitation of liability

In brief: We provide the Platform as-is. Our maximum liability is capped at what you paid us in the last 12 months or CHF 100, whichever is greater.

The Platform is provided "as is" and "as available" without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Trepup does not warrant that the Platform will be uninterrupted, error-free, or secure.

To the maximum extent permitted by applicable law, Trepup.com AG shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or commercial opportunities arising from your use of the Platform. Our total aggregate liability for any claim arising under these Terms shall not exceed the greater of (a) the amount you paid to Trepup in the 12 months preceding the claim or (b) CHF 100.

Nothing in these Terms excludes or limits liability for (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation, (c) wilful misconduct (Vorsatz) or gross negligence (grobe Fahrlaessigkeit) under Swiss law, or (d) any other liability that cannot be excluded or limited under applicable law.

Service level. Trepup commits to 99.9 percent monthly availability of the Platform, measured at the public status page at trepup.com/status, and publishes every incident there with its cause and the change made within 24 hours of resolution. This commitment is the measure of the service, not a warranty: the disclaimers and limitation of liability above apply unchanged, and no credit or remedy arises from a shortfall other than the published record of incidents.

15. Force majeure

In brief: War, pandemic, power failure, internet outage. Neither side is liable for events beyond reasonable control.

Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, riots, embargoes, government actions, power failures, internet disruptions, or pandemics. The affected party will make reasonable efforts to resume performance as soon as practicable.

16. Dispute resolution

In brief: We try to resolve disputes informally first, starting with a written notice and a 30-day good-faith window. If that fails, Swiss courts in Zug decide. EU consumers may use their home courts. English prevails.

Informal resolution

Before initiating any formal proceedings, you and Trepup agree to attempt to resolve any dispute informally. The party raising the dispute must send a written description of the claim to the other party (to legal@trepup.com for claims against Trepup, or to your Account email for claims against you). Both parties agree to negotiate in good faith for at least 30 days from the date the written notice is received. If the dispute is not resolved within this 30-day period, either party may proceed to formal proceedings as described below.

For example, a billing disagreement starts with a written notice and a 30-day good-faith window - the courtroom in Zug is the last step, not the first.

Governing law

These Terms are governed by the substantive laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding conflict of law principles.

Jurisdiction

Any disputes arising from or relating to these Terms or your use of the Platform that are not resolved through the informal resolution process shall be resolved exclusively in the ordinary courts of the Canton of Zug, Switzerland. You consent to the personal jurisdiction of such courts.

EU consumer protection

If you are a consumer domiciled in the European Union, you retain the benefit of any mandatory consumer protection provisions of your country of residence, and you may bring proceedings in the courts of your country of residence. Nothing in these Terms affects your rights as a consumer under the laws of your country of residence where such rights cannot be waived by contract. You may also submit complaints to the European Commission's Online Dispute Resolution platform at ec.europa.eu/odr, although Trepup is not obligated to participate in such proceedings.

Language

These Terms are published in English. If these Terms are translated into any other language, the English-language version prevails in the event of any conflict or ambiguity.

17. Severability

In brief: If a court strikes one clause, the rest survives.

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect.

18. Entire agreement

In brief: These Terms plus five linked policies. Nothing else applies.

These Terms, together with the Privacy policy, Acceptable use policy, Cookie policy, Commerce policy, and Data Processing Agreement (trepup.com/legal/data-processing), constitute the entire agreement between you and Trepup.com AG regarding your use of the Platform. They supersede all prior agreements, understandings, and representations, whether written or oral.

19. Assignment

In brief: We can transfer this agreement in a merger. You cannot transfer it without our written consent.

Trepup may assign or transfer its rights and obligations under these Terms to any affiliate or successor in connection with a merger, acquisition, reorganisation, or sale of all or substantially all of its assets, provided the assignee assumes all obligations under these Terms. We will notify you of any such assignment. You may not assign your rights or obligations under these Terms without our prior written consent.

20. Waiver

In brief: Not enforcing a rule once does not mean we waive it.

The failure of Trepup to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Trepup.com AG.

21. Changes to these Terms

In brief: 30 days notice before material changes. All changes logged at trepup.com/legal/updates. English prevails.

We may update these Terms at any time. We will notify you of material changes through the Platform and by email at least 30 days before the changes take effect. Continued use after the effective date constitutes acceptance. If you do not agree to the updated Terms, you must notify us in writing before the effective date, and we will either maintain your existing Terms through the end of your current billing period or provide a pro-rated refund for the unused portion. The current version is always the one on this page. All changes are logged on our legal updates page at trepup.com/legal/updates with a description of what changed, why, and the effective date.

These Terms are published in English. If these Terms are translated into any other language, the English-language version prevails in the event of any conflict or ambiguity.

22. Contact

In brief: Four email addresses - support, privacy, legal, security. Replies are typically immediate.

Trepup.com AG

Attn: Legal

Poststrasse 30, CH-6300 Zug, Switzerland

CHE-350.031.599

General support: support@trepup.com

Privacy inquiries: privacy@trepup.com

Legal inquiries: legal@trepup.com

Security reports: security@trepup.com

Trep answers at once. A person is always reachable at these addresses, and you can always have a complaint or appeal decided by a person.

These Terms are effective 1 December 2026.