

# HedgeArena Terms of Use

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*As of: 21 May 2026*

These Terms of Use govern the use of the HedgeArena app and website, a digital knowledge competition. By registering for or using HedgeArena, you accept these Terms of Use.

## I. Contracting party

The contracting party and operator of HedgeArena is the association TSCHERAKON, a legal entity, Poststrasse 45, 8953 Dietikon, info@hedgearena.ch (the operator, we or us).

You are the user, that is, the person who opens an account or uses HedgeArena. How we process your personal data is set out in the separate HedgeArena Privacy Policy.

## II. The service

HedgeArena enables asynchronous knowledge duels, along with features such as profiles, leaderboards, an in-duel chat, and the suggesting and rating of questions. The actual scope of features depends on the version of HedgeArena available at the time. HedgeArena is under continuous development, and individual features may be offered as a test or beta version.

## III. No professional advice, no warranty for content

HedgeArena serves knowledge sharing, learning and entertainment. The questions, answers, explanations and source references do not constitute professional advice and do not replace individual advice in a specific case. We give no warranty that the content is correct, complete or up to date. If you rely on content from HedgeArena, you do so at your own risk.

## IV. Registration and account

You need an account to use most features. You must be at least 16 years old; if you are a minor, you need the consent of your legal guardian. When registering, you provide true and complete information and keep it up to date. HedgeArena is a non-anonymous competition; the information marked as required during registration, including a phone number, serves gameplay, the security of your account, the prevention of multiple accounts and fair leaderboards. Which personal data we process, and how, is set out in the Privacy Policy. Only one account per person is permitted. You keep your login credentials secret and are responsible for all activity under your account. The account is not transferable.

## V. Availability and changes to the service

HedgeArena is provided as available and as is. We owe no particular availability and no uninterrupted operation. We may change, restrict, suspend or discontinue HedgeArena and individual features and content at any time, including without prior notice and without giving rise to any claim on your part. We also reserve the right to make HedgeArena wholly

or partly paid in the future or to finance it through advertising. As HedgeArena is currently offered free of charge, we reserve this freedom of design comprehensively.

## **VI. Your obligations when using the service**

You use HedgeArena only within the scope of these Terms of Use, the Code of Conduct and applicable law. The HedgeArena Code of Conduct forms part of these Terms of Use. In the event of a breach, we may take the measures provided for in the Code of Conduct and in section IX.

## **VII. Your content and licence**

User content means all content you contribute to HedgeArena, in particular suggested questions, chat messages, ratings, feedback and profile information. You warrant that you hold the necessary rights to your user content and that it does not infringe third-party rights or laws.

You grant the operator an unlimited (in territory and time), irrevocable, royalty-free, transferable and sublicensable right to use, store, reproduce, edit, adapt, translate, combine with other content, make publicly available and integrate this content into the question pool and the service, including in edited form. To the extent legally permissible, you waive vis-a-vis us the assertion of moral rights, in particular the right to be named. We are not obliged to use, publish or retain user content and may remove it at any time.

## **VIII. The operator's intellectual property**

HedgeArena, including the software, the question pool, the texts, the design, the name and the logo, is legally protected and belongs to the operator or its licensors.

We grant you a simple, non-transferable, revocable right, limited to the term of the contract, to use HedgeArena for your personal, non-commercial purposes. All rights not expressly granted are reserved.

## **IX. Suspension and termination**

You may stop using the service at any time and delete your account or request its deletion.

We may, at our discretion, warn, temporarily suspend or permanently terminate your account and access, remove content, and reset scores, skill rating, achievements and rankings. This applies in particular in the event of a breach or suspected breach of these Terms of Use or the Code of Conduct, in the event of misuse, or for legal reasons. For a free service, we may also terminate use without specific cause with effect for the future. Upon termination, access to the account and the associated content and scores ends. No claim to compensation arises from this.

## **X. Liability**

To the extent legally permissible, the operator's liability is excluded. Not excluded is liability for unlawful intent and gross negligence; for slight negligence, liability is excluded to the extent legally permissible. In particular, we are not liable for indirect or consequential

damage, for lost profit, for data loss, for the unavailability of HedgeArena, or for user content and third-party content. Mandatory statutory liability provisions remain reserved.

## **XI. Indemnification**

You indemnify the operator against third-party claims arising from your user content or from a breach for which you are responsible of these Terms of Use, the Code of Conduct or third-party rights, including reasonable costs of legal defence, to the extent legally permissible.

## **XII. App Store and Apple**

If you obtain the app via Apple's App Store, the following also applies. These Terms of Use are between you and the operator, not with Apple. Apple is not responsible for HedgeArena and its content and owes no support or maintenance. Warranty, product-liability and third-party-rights claims in connection with the app are directed, to the extent legally permissible, against the operator and not against Apple. Apple and its subsidiaries are third-party beneficiaries of these Terms of Use and may enforce them against you. You also comply with the applicable Apple terms and warrant that you are not located in a country subject to a US embargo or designated by the US as supporting terrorism.

## **XIII. Changes to these Terms of Use**

We may change these Terms of Use at any time. We make the amended version available in the app or on hedgearena.ch. If you continue to use HedgeArena after the change takes effect, this counts as acceptance. If you do not agree with a change, you must stop using the service and may delete your account.

## **XIV. Final provisions**

If a provision of these Terms of Use is invalid, the remaining provisions remain valid; the invalid provision is replaced by a permissible rule that comes closest to the intended purpose. If the operator refrains in an individual case from enforcing a right, this is not a waiver for the future. You may not transfer rights and obligations under this contract without our consent. The operator may transfer its rights and obligations under this contract, and the operation of HedgeArena, wholly or partly to third parties, in particular in connection with a transfer to a legal entity. These Terms of Use, the Code of Conduct and the Privacy Policy form the entire agreement on the use of HedgeArena.

## **XV. Applicable law and place of jurisdiction**

Swiss law applies exclusively, excluding the rules of private international law and the Vienna Sales Convention. The place of jurisdiction is the competent courts at the operator's domicile in Switzerland. Mandatory places of jurisdiction, in particular in favour of consumers, remain reserved. If you use HedgeArena as a consumer domiciled in the EU or the EEA, you may also rely on the mandatory provisions and places of jurisdiction of your country of residence.