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PARTNERSHIP AGREEMENT

Last updated 20.4.2026

This Partnership Agreement (“Agreement”) is entered into between Hobbly Technologies Oy (Business ID 3503150-1, Liikiäläntie 13, 54920 Taipalsaari, “Hobbly”) and the Partner (“Partner”). The Agreement concerns the Partner’s access to and use of the Hobbly platform for offering events, activities, travel services, and other products and services to end users.

By accepting this Agreement, the Partner confirms that it has read, understood, and accepts its terms and undertakes to comply with them. The Agreement is a prerequisite for the Partner’s profile creation, publishing content, and receiving payments on the Hobbly platform.

1. Definitions

“**Platform**” means the digital platform provided by Hobbly, including the mobile application, website, and all related functionalities, as well as the management and reporting tools Hobbly offers to Partners.

“**Partner**” means the legal entity or sole trader that has accepted this Agreement and offers events, activities, travel services, tickets, or other products and services through the Platform.

“**User**” means a natural person using the Hobbly service who purchases products or services offered by the Partner through the Platform.

“**Content**” means all material produced by the Partner on the Platform, including event information, images, texts, videos, prices, and other information concerning the service offering.

“**Purchase Agreement**” means the binding agreement formed between the Partner and the User regarding the purchase of a product or service through the Platform.

“**Service Fee**” means the compensation charged by Hobbly for the use of the Platform and payment processing, as further specified in Section 7.

“**Stripe**” means Stripe Payments Europe, Ltd., which acts as the payment service provider on the Platform through the Stripe Connect service.

2. Formation of the Agreement and eligibility requirements

The Agreement enters into force when the Partner accepts it electronically during Hobbly’s registration process and Hobbly has approved the Partner for the Platform.

The Partner must meet the following eligibility requirements:

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- The Partner must be a registered legal entity or sole trader with a valid Business ID or equivalent registration number in its country of location;
- The Partner's representative must have the right to enter into this Agreement on behalf of the Partner;
- The Partner must hold the necessary permits, registrations, and insurance to offer its products or services in accordance with applicable law;
- The Partner must not be subject to sanctions and must not operate in an industry that is prohibited under Hobbly's or Stripe's terms.

Hobbly may, at its discretion, approve or reject the Partner's registration and request additional information, such as a trade register extract, proof of liability insurance, or information about the services to be offered.

3. Description of the Platform and right of use

Hobbly provides the Partner with a technical platform that enables the Partner to:

- publish events, activities, travel services, and other products and services on the Platform;
- sell tickets and accept bookings and registrations from Users;
- receive payments from Users through Stripe Connect payment processing;
- manage its service offering, customer data, and reporting using the tools provided by Hobbly.

Hobbly grants the Partner a limited, non-exclusive, non-transferable, and non-sublicensable right to use the Platform in accordance with this Agreement and to make its products and services available to Users. All other rights are reserved.

Hobbly continuously develops the Platform and may add, modify, or remove features and functions of the Platform at its discretion. Hobbly will endeavor to notify Partners of significant changes within a reasonable time.

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4. Partner's account and information

The Partner creates a user account on the Platform through which it manages its service offering. The Partner is responsible for the confidentiality of its account login credentials and for all activity on the account.

The Partner undertakes to provide truthful and up-to-date information upon registration and to update it without delay if it changes. This concerns, among other things, the company name and Business ID, billing and contact information, representative's details, and Stripe account information.

Hobbly may request additional information from the Partner, such as documentary evidence of authority, liability insurance, or the legality of the services offered. The Partner undertakes to provide the requested information within a reasonable time.

5. Partner's obligations

5.1. Content and service offering

The Partner is responsible for all Content it produces on the Platform and for its accuracy. The Partner undertakes to:

- publish clear, accurate, and up-to-date information about the products and services it offers, including description, price, time, location, age limits, and other material terms;
- clearly inform Users of the applicable cancellation terms, limitations of the right of cancellation, and other special terms affecting the purchase process;
- update availability information and promptly notify of cancellations, changes, or availability restrictions of events, activities, or other services;
- ensure that the services or products offered are delivered as promised and within the agreed timeframe.

5.2. Legal compliance and consumer protection

The Partner undertakes to comply with all applicable legislation, including consumer protection law, legislation governing the conduct of business, product safety regulations, age restrictions, alcohol law, and other special provisions concerning its sector. The Partner is solely responsible for ensuring that the products and services it offers meet all statutory requirements.

With respect to consumer Users, the Partner is the contracting party to the Purchase Agreement and is responsible for all obligations of a trader towards a consumer, including pre-contractual information, liability for defects, liability for damages, and contractual performance.

5.3. Prohibited content and conduct

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The Partner shall not, on the Platform:

- publish unlawful, offensive, misleading, discriminatory, hateful, or otherwise indecent content;
- offer products or services whose sale is prohibited or restricted without a separate permission granted by Hobbly, including products whose offering would breach the scope of Stripe's permitted industries;
- infringe the intellectual property rights, privacy, or other rights of third parties;
- collect or use Users' personal data in violation of this Agreement or data protection legislation;
- manipulate the operation of the Platform, reviews, or the booking system, or use the Platform for fraudulent activity;
- circumvent the Platform and offer Users reached through Hobbly directly, bypassing the Platform in breach of the Agreement, when the event or service has been marketed through the Platform.

6. Payment processing and Stripe Connect

6.1. Stripe account registration

To receive payments through the Platform, the Partner must create and maintain a valid Stripe Connect -account. Opening a Stripe account requires acceptance of Stripe's own terms, including the Stripe Connected Account Agreement and Stripe Services Agreement. The Partner undertakes to comply with Stripe's terms.

The Partner is responsible for providing Stripe with the KYC (Know Your Customer) and AML (Anti-Money Laundering) information required by Stripe and keeping it up to date. Hobbly is not liable if Stripe denies or closes the Partner's Stripe account.

6.2. Routing of payments

Payments made by Users are routed through Stripe Connect directly to the Partner's Stripe account. Hobbly does not hold payments and does not act as a custodian of funds. Hobbly receives its own Service Fee through the Stripe Connect application_fee mechanism or by other means as agreed.

Settlement times, available payment methods, and other terms arising from payment-technical matters are determined in accordance with Stripe's terms of service. Hobbly is not liable for the availability or operation of Stripe's services or for delays in payments.

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6.3. Chargebacks and refunds

The Partner is responsible for all chargebacks, refunds, and cancellations of payment transactions related to Users' payments. Chargebacks and refunds are debited from the Partner's Stripe account in accordance with Stripe's rules, and separate processing fees may be charged by Stripe.

If the Partner's Stripe account does not have sufficient funds to cover refunds or chargebacks, the Partner is obliged to pay the missing amount to Hobbly or Stripe upon first demand.

6.4. Taxes

The Partner is solely responsible for all taxes related to the sale of the products and services it offers, including value added tax, and for remitting them to the competent authorities. Value added tax related to Hobbly's Service Fee is declared and invoiced separately in connection with Hobbly's invoicing.

7. Service Fee and Hobbly's compensation

Hobbly has the right to charge a Service Fee for the use of the Platform and payment processing. The Service Fee typically consists of two parts:

- **Commission:** a percentage charged by Hobbly on transactions made through the Platform by the Partner.
- **Buyer service fee:** a fee added on the Platform to products sold by the Partner, which is paid by the User and remitted to Hobbly as part of the purchase transaction.

The exact structure and amount of the Service Fee are communicated to the Partner upon registration or in Hobbly's management tools. Hobbly may agree with the Partner on case-specific terms, such as volume discounts, special pricing, or campaign-specific arrangements, by a separate agreement or annex, in which case those terms supplement this Agreement.

Hobbly may change the structure or amount of the Service Fee by notifying the Partner within a reasonable time, at least 30 days before the change takes effect. If the Partner does not accept the change, it has the right to terminate the Agreement before the change takes effect. Continued use of the service after the changes take effect is deemed acceptance of the changes.

Hobbly may withhold, set off, or delay settlements of the Service Fee or other payments if there is reasonable cause to suspect misuse, fraud, or a material breach of this Agreement.

8. Liability to Users and allocation of responsibility

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The Partner is always the contracting party to the Purchase Agreement with the User. The Partner is solely responsible for:

- the execution, content, quality, and contractual compliance of the products, services, events, and activities it offers;
- cancellations and changes of events and services and related customer communications;
- price refunds, compensation, and credits to Users, including situations where an event is cancelled;
- handling consumer complaints and -grievances, and liability for defects towards the consumer;
- product liability and liability for personal injury damages, if the damage is caused by the Partner's service or product.

Hobbly acts only as a technical platform and payment intermediary and is not liable for the Partner's activities or the products and services it offers to Users. However, Hobbly may assist in customer service situations by relaying communications between the Partner and the User and by providing reporting and tools for handling complaints.

9. Intellectual property rights and licenses

9.1. Hobbly's rights

The intellectual property rights relating to the Platform, its structure, source code, user interface, trademarks, logos, and other Hobbly material belong exclusively to Hobbly or its licensors. This Agreement does not transfer any intellectual property rights to the Partner.

9.2. License to the Partner's Content

The Partner retains the rights to the Content it produces on the Platform. By publishing Content on the Platform, the Partner grants Hobbly a worldwide, royalty-free, sublicensable, and transferable right to use, store, display, share, modify, and distribute the Content:

- for the technical implementation, maintenance, and development of the Platform;
- to present the Partner's service offering to Users on the Platform;
- for the marketing and communications of Hobbly and its Platform, including social media, newsletters, and advertising.

The Partner represents that it has all necessary rights to the Content and that the Content does not infringe the rights of any third party. The Partner is responsible for any claims made by third parties relating to the Content it has published.

9.3. Trademarks

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The parties may not use each other's trademarks, logos, or trade names without the other party's consent, except to perform this Agreement. However, Hobbly may use the Partner's name and logo to present the Partner's service offering on the Platform and in marketing and communications materials concerning the Platform.

10. Data protection and processing of personal data

Hobbly is the data controller of the personal data collected on the Platform concerning Users. Hobbly processes personal data in accordance with Hobbly's privacy statement. The privacy statement is available at hobbly.app/privacy.

The Partner processes Users' personal data through the Platform only to the extent necessary to perform the Purchase Agreements and to carry out the obligations related to this Agreement. The Partner undertakes to:

- process personal data in accordance with applicable data protection legislation, including the EU General Data Protection Regulation (GDPR);
- implement appropriate technical and organizational safeguards to protect personal data;
- not use Users' personal data for purposes other than performing the Purchase Agreements and purposes required by law without the User's explicit consent;
- not disclose Users' personal data to third parties without an appropriate legal basis.

If the nature or scope of the processing of personal data requires a separate Data Processing Agreement or more detailed regulation of the parties' roles as controllers or processors, the parties undertake to negotiate such an agreement in good faith.

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11. Hobbly's right to moderate, suspend, and close

Hobbly has the right, but not the obligation, to monitor the Content published on the Platform and the activities of Partners. Hobbly may, at its discretion:

- modify, hide, restrict, or remove Content that breaches this Agreement, the law, or good practice, or infringes the rights of third parties;
- temporarily suspend the Partner's access to the Platform if there is reasonable cause to suspect a breach of terms, fraudulent activity, or a security incident;
- close the Partner's account and terminate this Agreement to end with immediate effect if the breach is material or repeated;
- withhold settlements or recover Service Fees if activity contrary to this Agreement or applicable law so requires;
- report unlawful activity to the competent authorities.

Hobbly will, where reasonable, endeavor to notify the Partner of the measures and provide an opportunity to remedy the breach, unless the severity of the situation requires immediate action.

12. Confidentiality

The parties undertake to keep confidential all information concerning the other party's business, technology, customers, pricing, or similar matters that they receive in connection with the Agreement and that is not generally available. Confidential information may be used only to perform this Agreement.

The confidentiality obligation is in force for the term of the Agreement and for three (3) years after the termination of the Agreement. The obligation does not apply to information that is publicly available, that a party has lawfully received from a third party without a confidentiality obligation, or that must be disclosed under law or an authority's decision.

13. Insurance and indemnification obligation

The Partner undertakes to maintain appropriate liability insurance required for its operations and the services it offers. Hobbly may request evidence of the insurance.

The Partner undertakes to indemnify and hold Hobbly harmless from all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising from:

- claims by Users or third parties arising from the Partner's products, services, events, or activities;
- the Partner's breach of this Agreement or applicable law;
- alleged infringement of third-party rights by the Partner's Content;

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- data protection breaches related to personal data processed by the Partner.

14. Limitation of liability

The Platform is provided “as is”. Hobbly gives no express or implied warranties as to the Platform’s freedom from defects, uninterrupted operation, or fitness for a particular purpose. Hobbly is not liable for the availability or operation of the services of third parties, such as Stripe.

Hobbly is not liable for indirect or consequential damages, including loss of revenue or profit, loss of data, reputational harm, or business interruption.

Hobbly’s total liability to the Partner under this Agreement is, in aggregate, no more than the amount that Hobbly has charged the Partner as Service Fees during the six (6) months immediately preceding the event giving rise to the damage.

The limitations of liability do not apply to damage caused intentionally or through gross negligence, or to liability that cannot be limited under applicable mandatory law.

15. Term and termination

This Agreement enters into force when the Partner has accepted it and Hobbly has approved the Partner for the Platform, and is in force until further notice.

Either party may terminate the Agreement at any time without a notice period by giving written notice or notice through the Platform. Termination of the Agreement does not release the parties from obligations that have arisen before termination. The Partner undertakes to perform Purchase Agreements concluded before the termination of the Agreement and to meet the obligations under them towards Users, including honoring tickets, bookings, and registrations already sold.

Hobbly may terminate the Agreement immediately and without prior notice if the Partner materially breaches the Agreement, acts unlawfully, is declared bankrupt, files for corporate restructuring, or if there is reasonable cause to suspect fraudulent activity.

Upon termination of the Agreement, Hobbly may remove the Partner’s profile and Content from the Platform. Hobbly will, however, retain information necessary to comply with statutory retention obligations, in particular those under the Accounting Act. Sections that by their nature survive termination of the Agreement (including Sections 9, 10, 12, 13, and 14) shall remain in force.

16. Amendment of the Agreement

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Hobbly may amend this Agreement by notifying the Partner of the changes through the Platform or by email within a reasonable time before the change takes effect. Material changes will be notified at least 30 days before they take effect.

If the Partner does not accept the changes, it has the right to terminate the Agreement before the changes take effect. Continued use of the Platform after the changes take effect is deemed acceptance of the changes.

17. Governing law and dispute resolution

This Agreement is governed by Finnish law, excluding its conflict-of-law rules.

The parties shall seek to resolve disputes arising out of the Agreement primarily through negotiation. If no settlement is reached, disputes shall be resolved by the Helsinki District Court as the court of first instance.

18. Miscellaneous

18.1. Assignability

Hobbly has the right to assign its rights and obligations under this Agreement, in whole or in part, to its group company, successor, or a purchaser of its business without the Partner's consent. The Partner may not assign the Agreement to a third party without Hobbly's prior written consent.

18.2. Force majeure

Neither party is liable for a delay or failure to perform caused by a reason beyond the party's control, such as a natural disaster, war, strike, order of an authority, a widespread disruption of the communications network, or an interruption of a third party's service (such as Stripe's).

18.3. Entire agreement

This Agreement, its annexes, and any terms separately agreed in writing between Hobbly and the Partner constitute the entire agreement between the parties regarding the use of the Platform and supersede any prior agreements and commitments on the matter.

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18.4. Partial invalidity

If any term of this Agreement is found to be invalid or unenforceable, the validity of the other terms shall remain in force. The invalid term shall be replaced by the most closely corresponding lawful term.

18.5. Waiver of rights

A party's forbearance from exercising any of its rights does not constitute a waiver of that right or any other rights.

19. Contact information

Hobbly Technologies Oy

Business ID: 3503150–1

Address: Liikiäläntie 13, 54920 Taipalsaari, Finland

Partner matters: partners@hobbly.app

General customer service: support@hobbly.app

Data protection matters: privacy@hobbly.app