

GENERAL TERMS AND CONDITIONS (AGB)

YES Agency GmbH

Edition: 2026

1. Service Provider (The Agency)

YES Agency GmbH

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(hereinafter referred to as the "Agency").

2. Scope of Application and Acceptance of Terms

2.1. These General Terms and Conditions (AGB) apply to all services, products, and programs provided by YES Agency GmbH, including, but not limited to: boutique matchmaking, VIP matchmaking (executive matchmaking), international search, dating and relationship coaching, concierge services, and the organization of introductions and events.

2.2. By signing a contract, paying an invoice, accepting an offer electronically, or utilizing the services, the Client unconditionally and fully accepts these AGB.

3. Subject of the Agreement and Right of Refusal

3.1. The subject of the agreement is the provision of professional matchmaking and relationship consulting services (classified as a service contract / *Dienstleistungsvertrag* under Swiss law).

3.2. Right to Refuse Any Client Without Explanation: The Agency operates as an exclusive, private membership club and reserves the absolute right to refuse to enter into an agreement, suspend cooperation, or terminate services to any individual at any time at its sole discretion without providing any reasons.

4. Nature of VIP Services and No Guarantee of Results

4.1. The Agency agrees to apply its professional efforts and expertise to search for potential partners, but does not, and cannot, guarantee a specific outcome.

4.2. Waiver of Claims Due to Lack of Results: The absence of introductions, mutual interest, dates, in-person meetings, relationships, engagement, marriage, or family creation does not constitute a breach of contract by the Agency and shall not serve as grounds for lawsuits, claims, or refund demands.

4.3. Membership fees are paid strictly for the Agency's professional activities, access to its resources, and elite expertise, rather than for achieving a specific end result.

5. Matchmaking Process and Number of Candidates

5.1. No Obligation to Provide a Minimum Number of Candidates: The number of introduced candidates is not an essential condition of the agreement. It depends entirely on the strictness of the Client's criteria, the availability of suitable candidates within the database or partner network, mutual interest, and other subjective circumstances.

5.2. The Client acknowledges that candidate quality and adherence to VIP standards take absolute precedence over quantity. The Agency independently determines search methods, channels, and introduction sequences.

6. VIP Membership Policy

6.1. Payment is made in full for access to the Agency's professional ecosystem, including, but not limited to: registration, in-depth profile analysis, development of an individual search strategy, the dedicated work of matchmaking specialists, use of a closed international network of contacts, consulting, and ongoing support.

6.2. Once the performance of services has commenced (in accordance with Section 7), all fees are non-refundable, either in whole or in part, regardless of the number of candidates presented, meetings held, interaction outcomes, the Client's personal satisfaction, or any change in the Client's personal circumstances.

7. Commencement of Services

7.1. The performance of services is deemed to have commenced upon the occurrence of any of the following actions: activation of membership, conducting the initial consultation (interview), profile assessment, analysis of search criteria, entering the Client's data into the secure database, performing a preliminary search (screening), or engaging international partners to work on the case.

8. Payment Terms and Chargeback Prohibition

8.1. The cost of services is specified in the contract or invoice. Services are rendered on a 100% advance payment basis unless otherwise agreed in writing by the parties.

8.2. Prohibition of Chargebacks: The Client unconditionally agrees not to initiate any payment dispute or chargeback procedures through issuing banks, payment systems (e.g., Stripe,

PayPal), or cryptocurrency operators after the Agency has commenced service performance. Any such attempt constitutes a material breach of contract.

9. Emotional and Psychological Readiness of the Client

9.1. The Client officially confirms that they are psychologically and emotionally ready to establish a serious, healthy relationship, that they act in good faith, and that they do not use the Agency's services for entertainment, curiosity, research, or any other undisclosed purposes.

10. Client Conduct and Termination for Toxic Behavior

10.1. The Agency reserves the right to immediately suspend or terminate the agreement unilaterally without any refund if the Client exhibits toxic behavior.

10.2. Toxic behavior includes, but is not limited to: rudeness, disrespect, psychological pressure on candidates or Agency staff, obsessiveness, sexual harassment, threats, blackmail, any form of discrimination, stalking, or any actions damaging the reputation of the Agency.

11. Right to Delete Profile

11.1. The Agency possesses the absolute and unconditional right to delete the Client's profile from its database, internal systems, and networks at any time without giving reasons and without prior notice, if dictated by safety concerns or internal company policies.

12. Perpetual Confidentiality

12.1. Forever and Without Limitation: The Client's obligation to maintain absolute confidentiality regarding any information received from the Agency (including personal data of candidates, their photos, financial status, occupation, etc.) remains effective perpetually and survives the expiration, completion, or termination of the agreement.

13. Prohibition of Screenshots and Media Copying

13.1. The Client is strictly prohibited from taking screenshots, screen photos, video recordings, or copying, downloading, or otherwise capturing and distributing candidates' profiles, photographs, chat histories, presentations, or any other materials provided by the Agency. Violation results in immediate termination without refund.

14. Trade Secrets

14.1. The private database, proprietary matchmaking methodologies, screening algorithms, business contacts, shortlists, structure of partner networks, and sourcing channels are the exclusive trade secrets of YES Agency GmbH.

14.2. The Client has no right to demand disclosure, demonstration, or full access to the Agency's internal databases or sources.

15. Limitation of Background Checks

15.1. The Agency is not a private detective agency, investigative body, or medical institution.

15.2. The Agency does not conduct exhaustive criminal, psychiatric, or forensic financial background checks on candidates. While the Agency uses reasonable efforts to verify information, it is not liable for hidden criminal records, actual financial positions, undisclosed mental health issues, or intentional misrepresentations made by candidates.

16. Limitation of Liability

16.1. To the maximum extent permitted by applicable Swiss law, the maximum aggregate liability of the Agency for any claims, lawsuits, or causes of action shall be strictly limited to the amount actually paid by the Client under the current agreement.

16.2. The Agency shall not be liable for any loss of profits, indirect damages, consequential losses, moral damages, or emotional distress suffered by the Client.

17. Use of Subcontractors and International Search

17.1. The Agency is entitled, at its sole discretion, to engage third parties (translators, photographers, psychologists, coaches, local international partners, and matchmakers) to fulfill its obligations without requiring additional consent from the Client.

18. Profile Sharing Within the Partner Network

18.1. To facilitate effective international matchmaking, the Client agrees that the Agency may share their depersonalized or agreed profile with potential candidates and trusted international matchmaking partners who are bound by non-disclosure agreements.

19. Non-Circumvention

19.1. Any candidate whose information was disclosed to the Client by the Agency is deemed to have been found through the Agency's efforts.

19.2. The Client agrees not to circumvent the Agency, not to pass candidates' contact details to third parties, and not to use candidate data for commercial purposes or independent matchmaking activities.

20. Reputation Protection (Non-Disparagement)

20.1. The Client agrees to refrain from making any public negative, defamatory, disparaging, or misleading statements, reviews, or publications regarding the Agency, its employees, or partners on the Internet, media, or social networks.

20.2. Prior to initiating any public dispute, the Client must file an official written complaint with the Agency and allow at least 30 business days for an amicable resolution.

21. Safety of Personal Meetings

21.1. All decisions regarding personal meetings, dates, travel, and interaction with candidates are made by the Client independently and at their own risk. The Agency is not liable for the actions of either party outside of formal Agency-guided consultations.

22. Intellectual Property

22.1. All rights to text, graphics, audio, video materials, brand assets, concepts, questionnaires, and profiles created by the Agency during the performance of the contract belong exclusively to YES Agency GmbH.

23. Amendments to the Terms and Conditions (AGB)

23.1. The Agency reserves the right to amend these AGB at any time. The current version is published on yes-agency.ch. For active contracts, the terms in force at the time of contract conclusion apply, unless Swiss statutory law requires otherwise.

24. Electronic Communication and Documentation

24.1. The parties recognize full legal validity for documents, agreements, invoices, and notices transmitted via email or secure messaging applications (WhatsApp, Telegram, Signal). Such digital communications are equivalent to written paper originals.

25. Force Majeure

25.1. The Agency shall be exempt from liability for partial or total non-performance of obligations if it results from force majeure events (illness of key experts, global technical failures, military actions, government restrictions, pandemics).

26–36. Additional VIP Service Standards

26. Any suspension (freezing) of service is strictly regulated by the individual contract and cannot exceed the total agreed duration.

27. The Agency is not liable for any changes in the marital, civil, or financial status of candidates occurring after their initial screening.

28. Any additional services not specified in the main membership package (e.g., destination matchmaking, arranging charter flights for dates) shall be invoiced and paid separately.

29. The Client guarantees that at the time of entering into the contract, they are not legally married, or are in the process of an official divorce and have openly disclosed this status.

30. The Agency is entitled to record audio or video of consultations with the Client for quality control and internal security purposes.

31. If the Client provides forged documents (passports, financial statements), services will be terminated immediately without a refund.

32. Any gifts, valuables, or funds transferred by the Client directly to candidates are at their own discretion; the Agency does not act as a guarantor or mediator in financial disputes between parties.

33. Matchmaking dates accompanied by Agency translators must be arranged in advance and remain strictly within business etiquette.

34. The Agency reserves the right to use third-party verification services to confirm the identity of the Client (KYC - Know Your Customer).

35. All internal correspondence between the Client and Agency experts is strictly confidential and may not be disclosed to lawyers, courts, or third parties, except as required by Swiss criminal procedure law.

36. Termination of the agreement does not release the Client from the obligation to pay outstanding invoices for services rendered.

37. Governing Language

37.1. In the event of any discrepancies, disputes, or ambiguities in translations of these AGB into English, Russian, or other languages, the German language (Deutsch) version of this document shall have absolute legal priority.

38. Entire Agreement

38.1. These AGB, together with the signed Contract (or the paid Invoice-Offer), constitute the entire agreement between the Client and YES Agency GmbH. Any oral promises, correspondence, or prior agreements are superseded upon acceptance of these terms.

39. Severability Clause (Salvatorische Klausel)

39.1. If any provision of these AGB is found by a court to be invalid, illegal, or unenforceable, it shall not affect the validity and enforceability of the remaining provisions. The invalid provision shall be replaced by a legally valid provision that closest reflects the economic and legal intent of the original term.

40. Applicable Law and Place of Jurisdiction (Gerichtsstand)

40.1. All legal relations between the Client and YES Agency GmbH shall be governed exclusively by Swiss substantive law. The rules of Private International Law (IPRG) and the UN Convention on Contracts for the International Sale of Goods (CISG) are completely excluded.

40.2. The exclusive venue for all disputes, controversies, or claims arising out of or in connection with this agreement shall be the competent courts of the Canton of Schwyz, Switzerland.