



## **General Terms & Conditions**

Valid from 6 October 2017

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## 1 Applicability and legal information

### Preamble

The company newhome.ch AG with headquarters at Stauffacherstrasse 45, 8004 Zurich (hereinafter "newhome") and which is registered in the commercial register of the Canton of Zurich, operates the real estate platform 'newhome.ch'.

newhome represents a partnership between cantonal banks with the goal of operating and developing the property platform 'newhome.ch'. On this platform, advertisers can list properties and users can search for these listings. This platform is open to the public and optimises the transfer of information between advertisers and users.

For the cantonal banks that are affiliated via newhome (for the current status see the imprint on the website), newhome.ch helps to improve their market transparency and image. In addition, the individual cantonal banks can offer their customers an additional service via this platform. For both advertisers and users, use of the platform is essentially free of charge.

'newhome.ch' allows its users to access the property services offered by the affiliated cantonal banks as required. For this reason, users can freely choose which cantonal bank will be responsible for them during registration. However, newhome is not responsible for the service agreements that are subsequently generated between users/advertisers and the respective cantonal banks.

### Hierarchy of control systems

The following General Terms & Conditions (GTCs) govern the legal relationships arising through use of the 'newhome.ch' platform.

These GTCs are supplemented by the separate '**Insertion and Usage Policy**'. In addition to these GTCs, these guidelines also specify the contractual relationship between the advertiser and the user on the one hand, and newhome on the other. In the event of any inconsistency, however, the GTCs shall take precedence over the 'Insertion and Usage Policy'.

With regard to data protection, the form containing newhome's '**Privacy Policy**' must be observed in addition to these GTCs.

For additional services offered by newhome, which are also available to the advertisers and users, the additional services offered by newhome are also subject to the separate '**Guidelines for Paid Services**', which supplement these GTCs, as well as the '**Guidelines for Advertising Orders from Business Customers for the Website and Mobile App**', which are an ancillary component of these GTCs and specified therein. Again, in the event of any inconsistency, these GTCs shall take precedence over the 'Guidelines for Paid Services' and the 'Guidelines for Advertising Orders from Business Customers for the Website and Mobile App'.

During registration, advertisers are given clear and legally sufficient notice of these GTCs via their computer screen. When advertisers submit their declaration of intent (i.e. their acceptance of the GTCs) by clicking the corresponding icons (which is confirmed via the appearance of a

checkmark), these GTCs become an explicit component of the contract concluded between the advertiser and newhome.ch AG.

By visiting the website 'newhome.ch', users are implicitly subject to these GTCs.

The latest version of these GTCs can be viewed on the newhome.ch platform via the "Legal" menu item and can be downloaded by users in PDF format.

### **Definitions**

"User"	Users are defined as any natural or legal persons who access services offered by newhome on the newhome.ch platform.
"Advertiser"	Advertisers are any users who publish a property on newhome.ch for the purpose of sale or rental.
"Listings"	Listings are independently configured representations of properties created for the purpose of publication.
"Paid services"	In addition to its free basic services, newhome also provides additional paid services, which are referred to as "paid services".

## **2 Intellectual property rights**

All rights to the information, elements and content of the platform belong to newhome (in particular copyright and trademark rights), and where this is not the case, usage rights for these have been granted by third parties in favour of newhome.

newhome is not the owner of all the trademarks which appear in the information, documents and data contained on its website. In this regard, the trademark rights of the affected third parties must be respected.

newhome and the associated logos are registered trademarks of newhome. No part of newhome.ch is designed in such a way that grants users a licence or right to utilise a picture, registered trademark or logo. The downloading or copying of newhome.ch does not entail a transfer of any rights to the software or elements on the site to users. newhome reserves all rights (in particular copyright and trademark rights) to all material on newhome.ch and will employ every available means to enforce these rights in full.

## **3 Relevance of the published information**

The information published on newhome.ch does not constitute a solicitation of an offer, an offer or a recommendation to rent, buy, sell, finance or insure properties or other investment instruments or to effect other transactions. An interim lease or sale of the advertised properties is expressly reserved.

newhome is not intended for advertisers/users who are subject to legislation prohibiting publication on — or access to — newhome.ch (due to the nationality of the person, residence or otherwise). Users who are subject to such limitations are not permitted to access newhome.ch.

## **4 Guarantee**

newhome assumes no responsibility for the content of the listings hosted by it. This includes in particular the corresponding image data, extracts from town maps, financing proposals, insurance offers, etc.

newhome is not obliged to check the listings and information published on its platform for accuracy.

All information on newhome.ch, with the exception of personal data (see the separate 'Privacy Policy' form), may be changed by newhome at any time without notice.

Furthermore, newhome accepts no responsibility for, and gives no guarantee, that:

- the features of newhome.ch will not be interrupted and are error-free
- errors will be remedied
- software or other material that is accessible via newhome.ch (including its partner sites and microsites) or the server is free from viruses or harmful components.

## **5 Disclaimer**

newhome disclaims all liability in connection with the publication of properties that have already been sold or leased.

Any liability on the part of newhome for damages or consequential damages that result from access to the elements of newhome.ch or their use is excluded entirely to the extent permitted by law.

## **6 Data analysis**

The data submitted by a user via each listing's contact form is forwarded by newhome directly to the corresponding advertiser. However, newhome reserves the right to store the data submitted by users and to evaluate and pass this data to its affiliated cantonal banks. Users must grant their consent to said usage.

This data is used to provide and improve the services offered by newhome and may be used by the user's selected affiliated cantonal bank for commercial purposes. Within the scope of this commercial use, registered users give their consent for their selected cantonal bank to contact them.

For more details about data protection, please refer to our separate 'Privacy Policy' form.

## **7 Links to and from other websites**

newhome does not review the third-party websites that are linked to the newhome.ch platform and is not responsible for the content of these external sites or other websites that are linked to newhome.ch. Such external internet addresses contain information that is created, published, maintained or otherwise made available by organisations and individuals that are legally inde-

pendent of newhome. newhome is not responsible for the content of these sites, nor does it approve, support or confirm information contained in external sites or linked addresses contained therein.

Third-party websites that are reached via links from property listings on newhome.ch and third-party websites which offer links on newhome.ch operate entirely beyond the influence of newhome. For this reason, newhome.ch AG accepts no responsibility for the accuracy, completeness and legality of the content of such websites, or for any offers or services contained therein. Users connect to these websites at their own risk. Additionally, the placement of links that lead from third-party websites to newhome.ch always requires prior approval by newhome.

Features (so-called plug-ins) from a wide range of providers of social media platforms (such as Facebook) are integrated into newhome.ch. These plug-ins allow users to share content in social networks. If a plug-in appears while browsing the web site (e.g. a "like" button from Facebook), a connection to the servers of that site is automatically established. This enables data to be transmitted from newhome.ch to these third-party providers. If the user is simultaneously logged into the third party's network, the visit may be registered on the website of the user's network account. newhome has no control over this process.

## **8 Cookies**

Cookies are used to optimise the website newhome.ch and to record the page views. These cookies are completely anonymous and contain no data related to the user's identity.

Cookies are also used to show targeted content and advertising to users based on their interests.

## **9 Unlawful conduct**

Where newhome identifies unlawful conduct on the part of an advertiser or user, it is entitled to lock and delete the entire affected account immediately.

## **10 Termination without notice by newhome**

newhome reserves the right to unilaterally terminate the contractual relationship concluded with advertisers and users at any time at its own discretion and with immediate effect in the event that the newhome.ch platform and/or the services provided by newhome are used/misused by advertisers/users for purposes other than the contractually agreed purposes.

## **11 Final provisions**

newhome reserves the right to change its online service at any time without notice for any reason (in particular to delete listings), to convert it into another form/transfer it to another partnership or to partially or entirely cease the operation of newhome.ch. The registered users' consent is not required for this, and no such prior information requirement exists. Consequently, users do not have a right to use specific features or to access the service at all. The website may at times be unavailable or only partially available due to maintenance or for other reasons.

These GTCs may be changed by newhome at any time. The current version of the GTCs can be viewed at 'www.newhome.ch'. Registered advertisers/users will be informed accordingly about any such changes to the GTCs. In order to ensure that the new version of the GTCs is valid, an icon must be clicked again by the registered advertisers/users during login. Receipt of the new version of the GTCs is expressly confirmed by the checkmark that subsequently appears.

In case of any possible ambiguity and/or contradictions between the German, French, English and/or Italian versions of these GTCs, only the German version shall be deemed definitive.

Should any provision of these conditions be wholly or partially invalid and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts thereof shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by new provisions which, in a legally effective manner, come as close as possible to the meaning and purpose of the invalid and/or ineffective provisions. The same applies to any loopholes.

These GTCs are exclusively subject to Swiss law.

The jurisdiction is governed by the relevant binding legal provisions. To the extent that these provisions are not applicable, the exclusive jurisdiction for all types of proceedings is the headquarters of newhome in Zurich, or newhome shall have the right to prosecute the advertiser/user in the competent court or authority of their domiciles/head offices or in any other suitable court.

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