



Insertion and Usage Policy

Valid from 6 October 2017

newhome.ch

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1 General

newhome.ch AG (hereinafter newhome) endeavours to ensure the integrity of the properties published on its www.newhome.ch online platform and to enable users to exchange information as effectively as possible. Therefore the following Insertion and Usage Policy has been created for the publication of properties and their search optimisation on the property platform.

2 Contractual components

This Insertion and Usage Policy supplements the General Terms & Conditions (GTCs) of newhome and is a component of the contract concluded between the advertiser/user and newhome.

Advertisers/users are made aware of this Insertion and Usage Policy on their computer screen explicitly (and therefore in accordance with the statutory requirements) before concluding their contract with newhome. When they submit their declaration of intent (and accept the same) by clicking the corresponding icons (which is confirmed by newhome via the appearance of a checkmark), this Insertion and Usage Policy become an explicit component of the contract.

The Insertion and Usage Policy can be viewed on the www.newhome.ch platform under the menu item "Legal" and can be downloaded by users onto their own IT devices in PDF format.

3 Registration / user data

When registering on newhome.ch for the purpose of publishing property listings or search optimisation, advertisers/users are required to choose a freely selectable user name and password as a first step. The username and password serve as the user's login data and must be stored safely by the user.

Both newhome and also the respective selected cantonal bank that was selected by the registered user in accordance with their declaration of intent obtains access to the data collected during registration. For more information about this subject, please refer to our separate 'Privacy Policy' form.

When registering, users must decide between three possible profiles:

- Private individual,
- Professional advertiser
- Public Institution

3.1 Private individuals

In particular, this profile allows the free insertion of rental or purchase properties, the creation of search subscriptions (purchase/rental searches) and the management of watch lists.

In order to protect the newhome.ch platform from prohibited content, dubious providers and abuses of all kinds, a review of all registered users is carried out in the form of an identity check when they create their first listing.

After registering, further services are available to private advertisers (a list of these services with definitions can be viewed under the "Services" menu item on the newhome.ch platform). This may also involve paid services, which are identified accordingly.

3.2 Professional advertisers

The professional profile includes the same features as the private profile (see clause 3.1 above) and is aimed at estate agents, promoters and other property professionals.

After a thorough review, further services are available to professional advertisers (a list of these services with definitions can be viewed under the "Services" menu item on the newhome.ch platform).

3.3 Public institutions

The 'public institutions' profile includes the same features as the private profile (see clause 3.1) and is aimed at public bodies.

After a thorough review, further services are available to public institutions (a list of these services with definitions can be viewed under the "Services" menu item on the newhome.ch platform). These may also include paid services, which are marked accordingly.

4 Insertion

4.1 Insertion of listings

The creation of listings is the responsibility of the registered advertisers on newhome.

Neither newhome.ch AG nor the cantonal bank selected by the user will perform editorial work within the scope of the free insertion of listings, with the exception of clause 4.3 below (minor changes of obvious errors).

The insertion of listings is in principle free of charge. Users can increase the visibility and prominence of their properties via paid services (see clause 3).

However, no entitlement to publication of the listing on the newhome.ch platform exists.

Listings may be only published by third parties with the consent of the property's owner. In the event of possible abuse the published listing will be immediately deactivated.

4.2 Content requirements for listings

Rental and purchase properties (both completed and planned) and building plots which are located in Switzerland and the Principality of Liechtenstein may be listed on newhome.ch. The advertising of properties located in other countries is not permitted.

If there is a suspicion of misuse, the published listing will be immediately deactivated.

Content

Only one listing per property may be submitted. However, each property may be listed once for sale and once for rental. The following details are required for publication:

- The property description (title of the listing) must be truthful (no deceptive or dishonest statements) and refer to the property being offered. Typographic exaggerations (capitalisation, special characters, exclamation marks, etc.) are not permitted.
- The property type.
- The property's address (postal code/area) and other address information must correspond to the property's actual location. Only exceptions that are defined in the system "on request" or "at the project stage" will be accepted.
- The price for rental and purchase properties.
- The provided reference date must be in the future ("by date") "by arrangement" or "effective immediately".
- The size of the property (no. rooms, living space).

The property must be available. Listings containing notices such as "sold" or "leased" are not permitted.

Price

The "price" field must contain the property's actual gross rental/retail (net rental for commercial properties) price. Please note that listings without concrete prices are displayed listed last in the search results.

Pictures and documents

The pictures and documents included in each listing must directly relate to the property and may not violate the privacy rights of third parties (see section 6 below). Sketch plans and floor plans may also be used.

In particular, uploaded pictures must not contain:

- lettering, logos, frames, or other credits
- icons (models, animals, postcard subjects ...)
- erotic, discriminatory, political or immoral content
- any symbols or labels which mimic additional products provided by newhome.ch (e.g. red corners for "Top Promotion" offers).

Maps or map extracts may not be published for reasons of copyright.

By uploading pictures or documents, advertisers explicitly confirm to newhome that they have either created the images in the listing themselves or that they own the necessary rights or have the consent of the copyright holders for free use of the respective images.

More

The contact information in the listing must be plausible and verifiable by newhome. It must be possible to identify the specific provider from the contact details provided in the listing. The company name or first and last name including the address must be present in addition to the contact information (phone number or email address), however these can be hidden from third parties.

In the detailed description of the property, URL addresses are not accepted as hyperlinks. Likewise, the disclosure of email addresses in the detailed description is not permitted. Email addresses may be published only in the space provided in the contact details.

4.3 Approval or rejection of submitted listings

newhome and the user's respective chosen cantonal bank take care to ensure the integrity and accuracy of the listings published on newhome.ch. Each new or revised listing is therefore and is only approved for publication on newhome.ch after being formally reviewed by the registered user's selected cantonal bank against the requirements set out in section 4.2 above. Listings are not reviewed/approved on weekends or public holidays.

By approving the property's listing, the user's selected cantonal bank and newhome explicitly accept no responsibility for the listing's content.

If a listing does not satisfy these requirements, the advertiser's selected cantonal bank expressly reserves the right to make minor changes directly in the listing or to request that the advertiser make the changes. The advertiser's selected cantonal bank may also refuse to publish listings on newhome.ch without disclosing its reasons for doing so. In the case of regularly occurring defects in listings or misuse of newhome.ch, newhome and the advertiser's selected cantonal bank reserve the right to block and delete the advertiser's entire portfolio (and the user's account) and to deny approval for their listings in future.

The cantonal bank responsible for granting the approval and newhome also reserve the right to pass information about unwanted advertisers to all associated cantonal banks and partner platforms. For more details about data protection, please refer to our separate 'Privacy Policy' form.

Advertisers give their consent for newhome to integrate their listings on the platform newhome.ch and on linked platforms operated by newhome's contractual partners (see clause 4.7 below) for use for their own purposes or to publish as they see fit.

4.4 Duration of the published listings

Each approved listing will appear on newhome.ch for 60 days. After this period, its status will be set to 'inactive' and it will no longer be visible to searchers. If an active listing is changed and republished during its running period, it must be re-checked and approved and will not appear in the marketplace until this approval has been granted.

Registered users who have activated the notification function in their user data will be notified of their listing's expiry by email. An expired listing can be reactivated by the advertiser for another 60 days at any time and as often as desired.

This listing period may be changed by newhome at any time.

4.5 Deactivation of listings

If a property that is published on newhome.ch is sold or leased within the listing's active period, the listing must be deactivated or deleted immediately by the advertiser. Advertisers bear full responsibility for the listings placed by them and assume full liability for any damages arising from their failure to delete their listings.

4.6 Display of property listings on mobile devices

newhome may allow its users to access listings and content stored on the newhome.ch platform and to submit contact requests and conclude contracts via mobile devices. However, newhome reserves the right to make specific features and content only accessible via its website. For mobile access, newhome may create corresponding application software whose use is subject to agreement with separately applicable usage or license conditions. newhome also acquires the right to technically edit the listings and content of its users in such a way that these can be displayed on mobile devices, whereby this presentation may differ from their appearance on the website.

4.7 Linking of listings to other platforms

Advertisers agree that their listings will not be published exclusively on newhome.ch. In particular, they give their consent for newhome to have their listings published on its partner platforms, provided that these are reputable property platforms (e.g. alle-immobilien.ch or immo.ch). When listings are published on these partner sites, it must be noted that the original listing came from newhome.

5 Responsibility for the contents of listings; additional obligations of advertisers/users

Advertisers/users are responsible for their conduct, the content of their listings and offers and for any additional information provided by them. The legitimacy, the accuracy as well as the actuality of the information has to be guaranteed. Advertisers/users are responsible for the confidential storage of their login details and for all activities performed using these login details. In particular, users are obliged to treat their assigned usernames and passwords as confidential and, where necessary, only to share them with authorised persons within their company. Advertisers/users are liable for damages if their assigned usernames and passwords are misused.

Due to the encryption used, it is categorically impossible for unauthorised persons to view the confidential data. Nevertheless, even if security procedures based on state-of-the-art technology are in use both on the websites of the advertisers/users and on the property platform newhome.ch, absolute security cannot be guaranteed. The advertiser's/user's terminal or network interacts with the systems of the property platform and is outside the control of newhome. In particular, the advertiser's/user's terminal or network may constitute a weak point in the system.

Advertisers/users are therefore advised of the following risks.

- Insufficient technical knowledge and inadequate security precautions on the part of advertisers/users may facilitate unauthorised access to their data (e.g. due to inadequate protection of stored data).
- There is a constant risk that computer viruses may spread onto the computer whenever contact with the outside world is established, whether via computer networks (e.g. the internet) or data carriers. The use of anti-virus programs can reduce this risk and we therefore

recommend their use by advertisers/users. It is the advertiser's/user's responsibility to find out about the necessary security precautions. In this context, it is also important that advertisers/users only use software from trusted sources.

- While using the internet, it is also possible for third parties to obtain access to the user's computer without being noticed.
- The operational readiness of the internet cannot be guaranteed. In particular, it is possible that transmission errors, technical faults, malfunctions, illegal intrusion into the network, overloading of the network, wilful blockage of electronic access by third parties, interruptions or other shortcomings on the part of network operators may occur.

Registered users give their consent for newhome.ch AG and their selected cantonal bank to publish the listings submitted by them both on the newhome.ch online platform and via the online services of their contractual partners, as well as in other forms, and to edit the listings for this purpose.

newhome cannot guarantee that the listings created on newhome.ch will not also appear on unauthorised, foreign online portals due web spidering, etc.

6 Privacy rights of third parties

The listings, texts, offers and pictorial representations which advertisers/users publish on newhome.ch in any way or form, or communicate in any other way, may not violate any privacy rights of third parties. This is the advertiser's/user's responsibility. This applies in particular to the use of aerial photographs, etc. of properties by advertisers/users, which must not violate the privacy of neighbours or passers-by. If the necessary permissions cannot be obtained, advertisers/users are obliged to anonymise the corresponding parts of the images.

Obscene, immoral or discriminatory descriptions and formulations are also forbidden.

7 Liability

Advertisers/users are responsible in full for the content of their listings and for any additional information provided by them. Users guarantee in particular the legality, accuracy and timeliness of the data and are responsible for ensuring that the submitted listings do not violate any third-party rights (copyright, etc.) or criminal laws.

Advertisers/users are obligated to follow the relevant legal provisions and are responsible for all prejudice caused by the usage of the online offer from newhome.ch, irrespective of their guiltiness.

If newhome, its organs or agents are sued by third parties or authorities as a result of the use of the online service from newhome.ch by the user, the user shall indemnify newhome, its organs and agents from any third-party claims.

Advertisers/users are obligated in all cases to carry all judicial or extrajudicial cost in relation to requirements of third parties or any other lawsuit.

In particular, any liability on the part of newhome for damage to the user's terminal, data or software is excluded. The transaction takes place over a public network, the internet. Any warranty or liability on the part of newhome is also excluded with regard to any software provided by

newhome, as well as the consequences that arise from and during transport of such software via the internet.

In particular, any liability on the part of newhome for indirect and consequential damages, such as lost profits or claims by third parties, is generally excluded.

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