

# **Guidelines for Paid Services**

Valid from 01 July 2018





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### 1 General information

In addition to the General Terms & Conditions (GTCs) and the Insertion and Usage Policy, these Guidelines for Paid Services govern the requirements relating to chargeable features that are provided to users (Private / Business / City) by newhome.ch AG (hereinafter "newhome") in addition to the free basic service.

The individual paid services can be viewed together with detailed descriptions and pricing on the 'www.newhome.ch' website under the 'Services' menu item.

By obtaining the individual services by clicking on the corresponding icon (which is confirmed by the appearance of a checkmark) these guidelines become a binding part of the contract concluded between the parties.

Once acquired, the service can no longer be cancelled or rebooked. In the event that the advertiser/user uses the service for purposes other than the contractually agreed purposes, newhome also reserves the right to cancel the service and refuse reimbursement of paid services which have not yet expired.

Services with defined durations continue to run regardless of whether the selected property has "active" or "inactive" status in the basic service. If the property status is set to "inactive", the paid service is also not visible to anyone. The responsibility of ensuring the active status of listings (e.g. by harmonising the duration of the listing with the duration of the service or by extending the free basic service) lies with advertiser/user using the service and not with newhome.ch AG.

The features provided in addition to the free basic service may include purely property-related services (e.g. Top, Special or 3D models) or purely account-related services (Business Connect, Business Plus, etc.).

## 2 Prices / payment methods / reminders

- 1. All prices published under the 'Services' menu include the value added tax (VAT) required by law except for the Social Media Boosters, where prices do not include the value added tax (VAT) required by law.
- 2. newhome reserves the right to change the prices at any time. The current price at the time of ordering is valid. This price is stated in the order confirmation.
- 3. The accepted payment methods are stated on newhome.ch. newhome may, without giving reasons, refuse to accept particular payment methods either generally or for individual advertisers/users.
- 4. Invoices must be paid within the stipulated payment period of 30 days.
- 5. If advertisers/users are in full or partial default, they will receive a payment reminder which incurs a reminder fee of CHF 20. If, despite this reminder, the invoice remains unpaid, a second reminder will be issued at a charge of CHF 30.00.
- If the invoice amount plus reminder fees remains unpaid even after the expiration of this
  second period of notice, newhome has the right to lock the advertiser's/user's account
  without further notice and to deactivate the ordered services and listings with immediate
  effect.
- 7. Subsequent unlocking of the account (at the advertiser's/user's request) will incur a service charge of CHF 60.00. The account will, however, only be unlocked after settlement of



the associated invoices that are in arrears and payment of the reminder fee and the aforementioned service charge.

#### 3 Termination/automatic extension of the term of service

Services may be terminated in writing at the end of the term, with a one-month notice period. If the advertiser/user refrains from termination, the service will be automatically extended under the current conditions for another term with corresponding cost implications.

### 4 Vouchers

Paid services can also be paid for using vouchers.

A disbursement of unused credit or received vouchers is not possible. The remaining balance on the voucher will be deducted from the price of further services ordered by the purchaser to the value of the remaining balance.

Unused credit vouchers will expire after the expiration date indicated on the voucher.

## 5 Offers from partner platforms

newhome may also conclude agreements on other platforms with other platform operators for the purpose of improving the marketing of property listings. In particular, it is possible that such agreements may provide a technical benefit for advertisers/users by letting them obtain paid services for property platforms that are associated with newhome directly from within their newhome account. In such cases, newhome will not act on its own behalf, but rather as a proxy for the other platform operators. newhome assumes no responsibility or liability for the paid services offered by the other platforms, as in each case the authoritative contract is concluded directly between the other platform provider and the advertiser/user.

# 6 Promotion of real estate properties for business customers on social media channels

Business customers also have the option to promote their real estate properties on social media channels. A 'social media booster' (this finds matching target audiences for the property published on 'www.newhome.ch' by tracking social media) is available to business customers for this purpose.

newhome works together with third-party providers to prepare this social media booster and guarantees its execution at the time the order for the booster is made.

However, newhome does not guarantee that this social media booster can always be available to the business customer.

This extra service is not possible for private customers yet.

The social media booster is operated by third-party providers and not directly by newhome. newhome is the licensee of this service and is entitled to resell it to its business customers. newhome's business customers are aware that based on the current state of technology, it is not possible for the system to be available at all times and produce error-free rendering. Therefore newhome cannot guarantee that the service will be available and free of malfunctions at all times.



After order confirmation, the business customer will receive an notification e-mail from newhome that the promotion for their property has now been launched on social media channels, as well as access to an online 'live dashboard'. With this live dashboard, the business customer can track the service performance for this booster at any time.

The actual representation of the real estate in this social media channel is generated using the data entered by the business customer in the newhome publication ad, and is thus the responsibility of the business customer.

The business customer also hereby agrees that they have the publication rights necessary for this social media channel and also releases this promotional facility if a social media booster is sold.

Promotion with a social media booster lasts for 10 days. Promotion of a real estate property that has already been promoted can be manually renewed in the customer's respective campaign portal by making a new entry.

For administrative reasons, social media boosters are not quoted to business customers individually, but in packages.

newhome will draw up a monthly statement for the status of the social media boosters still remaining, as well as a report regarding the business customer's completed promotions.

### 7 Final provisions

These Guidelines for Paid Services are exclusively subject to Swiss law.

Any general terms and conditions of business ('GTCs') of the business customer are hereby excluded by the parties, even in cases where the business customer refers to their own GTCs and newhome does not expressly contradict said GTCs of the business customer.

Jurisdiction is Zurich.

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