



Guidelines for Advertising Orders from Business Customers for the Website and Mobile App

Valid from 6 October 2017

Table of Contents	Page
1 Scope of these guidelines	3
2 Assignment, modification and suspension / pricing	3
3 Minimum booking volume	3
4 Placement requests, placement specifications ("targeting")	3
5 Delivery of advertising material by business customers	4
6 Publication of advertising material	4
7 Interruptions, faults	5
8 Guarantee/liability	5
9 Notice of defects	6
10 Measurements, discounts	6
11 Payment terms	6
12 Changes to the advertising material	6
13 The terms and conditions of the business customer are hereby excluded	7
14 Premature contract termination	7
15 Final provisions	7

1 Scope of these guidelines

The following provisions govern the contractual relationship between professional commercial customers (hereinafter "business customers") and newhome.ch AG (hereinafter "newhome") regarding paid advertising orders, and serve as a supplement to newhome's general "Guidelines for Paid Services", unless otherwise agreed in writing between the parties.

An advertising order is a paid request by business customers for the placement of one or more advertising materials on newhome's property portal, whether via the website www.newhome.ch, the newhome mobile app or other publications, etc.

2 Assignment, modification and suspension / pricing

The parties must confirm the assignment, confirmation, modification and suspension of advertising orders in writing (business customer/newhome), whereby an email is sufficient to meet this requirement.

In cases where orders are not issued directly by the business customer, but instead via an advertising agency — however without submission of the business customer's written, legally-binding authorisation for the advertising agency to act on its behalf — the contract with newhome shall be concluded directly with the respective advertising agency in the absence of any other written agreement.

Business customers may modify or suspend advertising orders up to five working days before their planned publication date without incurring additional fees.

Postponements to advertisements' planned publication dates that are requested by business customers are subject to newhome's available capacity. newhome is not obliged to approve such requests for postponement.

Advertising orders are subject to the prices and conditions contained in the media data that is published online by newhome — in each case, the respective prices and conditions that are visible online at the time that the advertising order is confirmed by newhome in writing shall apply. All published prices exclude statutory VAT.

3 Minimum booking volume

Any minimum booking volumes that are required for the acceptance of advertising orders are expressly stipulated by newhome via the published media data. In the absence of such an indication, no minimum booking volume exists.

4 Placement requests, placement specifications ("targeting")

newhome accepts placement requests submitted by business customers. However, without newhome's express written agreement, such placement requests and specifications are not binding for newhome.

newhome shall endeavour to fulfil the placement requests submitted by its business customers to the extent that this is possible without additional expense.

For all placement specifications that have been submitted by business customers and confirmed by newhome in writing, newhome shall levy a surcharge. If, for technical reasons, newhome is not able to honour a placement request that it has already confirmed in writing, the business customer shall be informed in advance (where possible) and newhome shall cancel the surcharge for the non-fulfilled placement request.

newhome is expressly entitled, without prior consultation with the respective business customer, to postpone the publication of advertising orders at short notice for objectively determined technical reasons.

The non-appearance of advertising materials, their placement at another location or on a different date, or their delayed delivery due to technical problems, shall not entitle the business customer to assert any claims for compensation.

In principle, newhome is not able to exclude advertising orders from its business customers' competitors within the respective industry. This is subject to the proviso that, by means of individual agreements with business customers, a short-term period of exclusivity may be negotiable against a commensurate fee.

5 Delivery of advertising material by business customers

Business customers are responsible for the timely and complete delivery of defect-free and suitable advertising material (based on the quotation from newhome in accordance with the media data) to newhome at the latest three working days before the planned publication date. Where special forms of advertising have been requested by the business customer, the delivery deadline is 10 working days before publication, unless an individual written agreement with newhome stipulates otherwise.

newhome will require the business customer to replace any clearly unsuitable or damaged advertising material. In the event of non-compliance, in particular late delivery or subsequent alterations, no guarantee shall be provided for the agreed distribution of the advertising material.

The business customer shall ensure that the advertising material is free from any malware. Otherwise, the business customer shall be liable to newhome for all damages arising from any malware introduced via the advertising material.

In the event that the business customer requests replacement or modification of the advertising material after the expiry of the aforementioned deadline, newhome shall nevertheless examine the possibility of publishing the new material in a timely manner, however the business customer shall have no legal claim to such performance.

6 Publication of advertising material

newhome reserves the right to request that business customers modify their advertising materials, and also to refuse to publish or suspend advertisements without providing reasons.

Business customers hereby give their consent (until it is withdrawn) for newhome to publish the formers' advertising material on the latter's own or third-party online services and to process it for this purpose.

Business customers are responsible for the content of their advertising material. They are obligated to comply with the relevant statutory provisions and to refrain from infringing any rights of third parties, as well as to indemnify newhome, its organs and vicarious agents against any claims asserted by third parties as far as legally possible. In the event that newhome is prosecuted, the respective business customer shall intervene in the legal action once a third-party notice has been issued. In any case, the business customer shall bear all costs incurred by newhome in connection with claims asserted by third parties, or with other legal procedures, as well as any extrajudicial costs.

Advertisements must be clearly recognisable as such and, via their design and the fonts used, must be easily distinguishable from the content-based and editorial sections of the websites. newhome reserves the right to carry out additional labelling by adding the headings "Advertisement", "Advertising" or "Advertorial" at any time. The logo or the name of newhome, as well as its products and website, may only be used in the business customer's own advertising material with the express written consent of newhome.

7 Interruptions, faults

newhome shall endeavour to reproduce its business customers' advertising material in accordance with the established technical standards, and to remedy all interruptions, faults and deficiencies as quickly as possible.

8 Guarantee/liability

Business customers are aware that, even with equipment that is based on the current technological state of the art, it is not possible to ensure system availability and error-free reproduction at all times. newhome therefore guarantees neither availability nor the absence of faults, deficiencies or interruptions. newhome assumes no liability for errors that affect the transmission of advertising orders, in particular their modification or suspension.

In principle, newhome shall be excluded from all liability, insofar as this is legally possible. In any case, liability shall also be limited to direct damages, whereby the maximum amount of the reimbursement shall equal the amount of the remuneration paid by the client for the respective advertising order. In addition, no liability shall be assumed for purely immaterial defects (e.g. where neither the meaning nor the advertising effect of the advertising material is significantly impaired, e.g. reproduction of the advertisement with illegibly small text, or a broken link in the advertisement), or for defects that are due to the use of non-suitable software/hardware by the user (e.g. browser), or which are caused by third parties or the publisher due to computer or software failure resulting from system or line failure.

Where a failure has been caused by the ad server and extends over a significant period (more than 10% of the duration of a time-limited booking made by the business customer), newhome shall carry out subsequent performance of the media service or extend the insertion period, insofar as this is in the business customer's interest.

If the failure of the ad server has no influence on the ad impressions, i.e. if these are nevertheless achieved, no subsequent performance or extension of the service shall be offered by newhome.

In the event of the failure of the subsequent performance within the originally booked or extended insertion period, the business customer shall not be charged for the media services that were not delivered or only partially delivered. Further claims are also excluded in this case.

In particular, newhome accepts no liability for advertising materials that contain defects due to missing or unsuitable publication templates (grid pattern too fine, lines too thin, fonts too small, etc.), or for deviations caused by the technical conditions of the publishing process (e.g. colour deviations).

9 Notice of defects

In each case, the business customer must review the published advertising material immediately after its initial publication and immediately notify newhome of any defects. In the case of obvious defects, the complaint period begins with the publication of the relevant advertising material, and ends at the latest after performance of 10% of the booked media service. If the business customer fails to notify newhome of a complaint on time, the former's approval of the fulfilment of the advertising order shall be implied. Complaints filed by business customers regarding invoices issued by newhome shall only be accepted within 10 days of the invoice date.

10 Measurements, discounts

The price calculation for the advertising material is based on the media data. To the extent that measurements (e.g. of "ad impressions") are used, the business customer hereby accepts that these shall be based on the measurements and counter readings provided by newhome.

The discount rates published in the media data shall apply, unless otherwise agreed in writing.

11 Payment terms

Unless otherwise agreed, the invoices shall be paid without cash discount and within 30 days of the invoice date. Unauthorised deductions will be subsequently requested.

In the event of a default of payment, an additional arrears fee of CHF 30.00 will be charged by newhome when the second reminder notice is issued.

In the event of debt recovery, deferred payment or bankruptcy, all discounts and agents' commission fees shall be forfeited. Any previously disbursed agents' commission fees shall be reclaimed. In addition, 5% of the total sum of the receivables (at least CHF 50.00) shall be charged as compensation for the inconvenience.

newhome reserves the right to check the creditworthiness of its business customers at any time.

12 Changes to the advertising material

At any time, newhome shall be entitled to modify the advertising format that was made available for the respective booking, as well as to remove advertising formats from its range of services in whole or in part. In the event that advertising formats, which have already been booked, are significantly modified or discontinued by newhome during the planned insertion period, the business customer shall receive a credit note for the media services which have not yet been delivered at

the time of the new regulation's implementation. This credit note may be used for direct booking of the modified (or other) advertising formats.

13 The terms and conditions of the business customer are hereby excluded

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 its own GTCs and newhome does not expressly contradict said GTCs of the business customer.

14 Premature contract termination

In the event that newhome discontinues an advertising format during the contract period, newhome shall be entitled to withdraw from the contract without any obligation to replace the contract. A premature termination of the contract does not relieve the business customer from its payment obligations in respect of the published advertising material. In such cases, no supplementary discount fees shall be applied. However, payments shall be made in cases where a higher discount level had been reached at the time of the contract's termination.

15 Final provisions

In all cases, newhome's GTCs and its "Guidelines for Paid Services" shall take precedence over these guidelines.

Copyright by newhome