

1. Area of Application

The following contractual conditions govern the contractual relationships between the e-domizil AG (hereafter „e-domizil“) and the owner (hereafter „lessor“) concerning property advertisements on the Websites of e-domizil.

2. Rights and responsibilities of the lessor

- 2.1 The lessor shall record all data describing his property via the e-domizil website. He declares that he has truthfully filled out the online form. He shall provide e-domizil with complementary photographic and documentary material of the property, of which he owns the copyright and permits the use of the aforementioned items.
- 2.2 The lessor shall commit himself to verify the online presentation provided by e-domizil on the basis of his specifications and to report any mistakes or alterations to e-domizil immediately.
- 2.3 The lessor is responsible for the accuracy of all the data he provides in the lessor domain (login on www.e-domizil.ch/landlord). In particular, he is obligated to keep the objet description, the allocation calendar and the rent updated at all times, and to register possible changes immediately.
- 2.4 All customer enquiries, which are received through the e-domizil online form, must be answered within a reasonable time period.

3. Rights and responsibilities of e-domizil

- 3.1 e-domizil shall include the property as a part of its rental offer and shall present the property within e-domizil's normal business operations on the internet. e-domizil reserves the right to refuse any incoming requests without justification.
- 3.2 e-domizil is entitled to temporarily discontinue the presentation of the property if the lessor does not fulfill his contractual obligations. The same applies if e-domizil faces loss or damages as a result of the lessor's behaviour.
- 3.3 e-domizil creates an internet presentation of the property based on the specifications in the online-form.
- 3.4 When detecting a security risk, e-domizil reserves the right to temporarily discontinue the services of the platform for the protection of all users.

4. Terms of payment

- 4.1 The prices for uploading an object on the e-domizil website are based upon the price list valid at the time the request was received.
- 4.2 In case of an automatic extension of the contractual term, the aforementioned price is based upon the price list valid on that day.
- 4.3 Payments are due within 30 days upon reception of the invoice. In case of a delay in payment, e-domizil reserves the right to withhold its own services until the payment is received.
- 4.4 In the case of property ads provided to the lessor through a tourist organisation working together with e-domizil, the payment conditions of the aforementioned tourist organisation are valid alternatively to the conditions stated in paragraphs 4.1 to 4.3.

5. Liability

- 5.1 The lessor shall guarantee that the property is kept in an orderly condition and is liable for the accuracy of the information he supplies and the provision of the features promised.
- 5.2 The lessor is liable for correct information as well as the pictures and documentary material he supplies. He affirms that he is entitled to transfer the usage and exploitation rights that are the object of the contract.
- 5.3 e-domizil shall accept no liability for the correct fulfillment of the lease or any other contract agreed upon due to an online advertisement.
- 5.4 e-domizil shall accept no liability for any unimplemented orders or orders that are not conducted in due time, nor for any consequential damages, unless these are due to a gross negligence on behalf of e-domizil.
- 5.5 e-domizil shall accept no liability for the terminal of the user, for the technical access to the service offers of e-domizil as well as for the necessary software. e-

domizil shall accept no liability for any damages that occur from the use of the internet.

- 5.6 e-domizil shall accept no liability for the consequences of problems, interruptions and delays, especially when the offer is published on a third party's website.
- 5.7 With the exception of cases, in which e-domizil is liable according to this contract, the lessor releases e-domizil from any claims for compensation or reduction in price.
- 5.8 If e-domizil has to pay clients compensation, refunds etc. as a result of legal decisions or agreements out of court, e-domizil may reclaim them in full from the lessor.
- 5.9 e-domizil shall accept no liability for items taken or damage caused by clients. These shall be replaced directly by the client to the lessor.

6. Contract duration

- 6.1 The contract duration begins with the order of a property advertisement and continues during the 12 months during which the advertisement is online. The contract duration is then automatically extended for another 12 months, unless the lessor or e-domizil terminates the contract in writing (by letter or fax) at least 30 days before the end of the online advertisement.
- 6.2 In the case of property ads provided to the lessor through a tourist organisation working together with e-domizil, the payment conditions of the aforementioned tourist organisation are valid alternatively to the conditions stated in paragraphs 6.1.

7. Concluding Provisions

- 7.1 The nullity or invalidity of individual clauses does not affect the validity of the rest of the provisions. The parties to the contract will replace defective clauses with valid ones that come closest to the old in economic and legal terms.
- 7.2 These general terms and conditions are available in German, French, Italian and English. Where disagreement occurs, the German version shall prevail.
- 7.3 All conflicts and disagreements caused by this contract are to be conjointly settled. Where a legal dispute occurs, the only place of jurisdiction shall be Zurich, Switzerland. Swiss law shall be exclusively applicable.
- 7.4 e-domizil reserves the right to amend these general terms and conditions at any time.

8. Contract Partner

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