

Guidelines for Paid Services

Valid from 1th of December 2019

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1 General information

In addition to the "General Terms and Conditions (GTC)", the "Insertion and Usage Policy" and the "Guidelines for Advertising Orders from Business Customers (for the Website & Mobile App, etc.)", these "Guidelines for Paid Services" regulate the conditions concerning the additional functions which can be acquired by the user from newhome.ch AG (hereinafter referred to as "newhome") at the user's expense.

These additional functions may include purely property-related products (e.g. Top, Special or Highlight) or account-related subscriptions (e.g. Business / Member).

By obtaining the individual additional functions 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.

Services with defined terms apply regardless of whether the booked service has been set up correctly by the user, is actively managed or is visible to users of the platform. It is the responsibility of the ordering user and not of newhome to ensure correct management and use of the respective service.

The individual paid services can be viewed together with detailed descriptions and pricing on the website at www.newhome.ch.

2 Prices / payment methods / reminders

1. All published prices for property-related services are inclusive of statutory value-added tax (VAT), except for the Social Media Booster, whose prices are displayed exclusive of statutory value-added tax (VAT).
2. The published prices for account-related subscriptions are displayed excluding the statutory value-added tax (VAT).
3. newhome is entitled to change its prices for these services at any time. The price published at the time that this service is ordered shall be decisive for the conclusion of the contract. This price will be quoted in the written order confirmation from newhome.
4. 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 users.
5. Invoices issued by newhome must be paid within the stipulated payment period of 30 days.
6. If users are in full or partial default, they will receive a payment reminder. If, despite this reminder, the invoice remains unpaid, a second reminder will be issued by newhome at a charge of CHF 30.00.
7. 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 user's account without further notice and to deactivate the ordered services and listings with immediate effect.

8. Subsequent unlocking of the account (at the 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 / term of the contract

Property-related services

Once acquired, the respective property-related service can no longer be cancelled or rebooked. Furthermore, newhome reserves the right, if the user uses the service for purposes other than the contractually agreed purposes, to discontinue the service immediately after detection of such misuse. As a legal consequence of such misuse, if newhome justifiably discontinues the service, the respective user may not claim a refund of any previously paid service fees for the unused portion of the service period.

Account-related subscriptions

Unless other contractual terms have been explicitly agreed, subscriptions can, subject to a notice period of one month, be cancelled by the user or newhome in writing or via the password-protected user account at the end of the following month. If the user refrains from termination, the service shall be automatically extended under the current conditions at the time of the renewal for another term with corresponding cost implications for the user.

4 Vouchers

Paid property-related 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 up to the value of the remaining balance.

Unused credit vouchers shall 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 respective 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' option will always be available to business customers.

This additional service is also available to private customers as a property-related service.

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 to ensure that the system is available at all times or to ensure 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 a notification e-mail from newhome confirming 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 of 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 listing published on newhome and is thus the responsibility of the business customer.

The business customer also hereby confirms that they have the publication rights necessary for this social media channel and also gives their consent to the use of this promotional service if a 'Social Media Booster' is purchased.

Each promotion with a 'Social Media Booster' lasts for 10 days. A promotion for a real-estate property that has already been promoted can be manually renewed in the customer's respective campaign portal by booking a new Booster.

newhome will draw up a monthly statement including the status of any remaining 'Social Media Boosters', as well as a report regarding the respective business customer's completed promotions.

7 Final provisions

These Guidelines are exclusively subject to Swiss law and the General Terms and Conditions of newhome.

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.

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