

Insertion and Usage Policy

Valid from the 1st of January 2021

1. GENERAL

newhome.ch AG (hereinafter “newhome”) endeavours to ensure the integrity of the properties published on its property platform www.newhome.ch, 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 newhome.ch.

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 user and newhome.

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.

This Insertion and Usage Policy can be viewed on the newhome.ch platform and can be downloaded by users.

3. REGISTRATION/USER DATA

When registering on newhome.ch for the purpose of publishing property listings or search optimisation, users are required to open a user account as a first step. The user’s e-mail address and password serve as the user’s login data and must be stored safely by the user.

Both newhome and the respective 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 on this subject, please refer to our separate ‘Privacy Policy’ form.

When users register on newhome.ch they are entitled to publish listings for a maximum of two rental or purchase properties free of charge, and to create watch lists, among other benefits.

In order to protect the newhome.ch property platform free against 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 property-related services are available to users (a list of these services with definitions can be viewed at newhome.ch). These are paid services, which are also identified accordingly.

For professional providers (estate agents, promoters and other professional real-estate market participants) paid subscriptions and related services (e.g. data interfaces, logo integration, provider directory, etc.) are available. The list and definition of the available subscriptions can be viewed on the newhome.ch platform.

For public corporations, additional offers and options are available, which can be viewed on newhome.ch. These may also involve paid services, which are identified accordingly.

4. INSERTION

4.1. Insertion of listings

The creation of listings is the responsibility of the registered users 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).

For non-professional users, insertions are limited to a maximum of two free ‘active’ or ‘under review’ listings. Non-professional users can increase the visibility and prominence of their properties via paid services.

However, users (whether professional or not) are not entitled to publish the respective listing on the newhome.ch platform.

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

newhome is entitled to demand that commercial users provide written proof of the consent given by the published property's owners. If this proof cannot be provided, the commercial user shall pay newhome a penalty of CHF 5,000 plus statutory VAT. The assertion of further claims for damages by newhome is expressly reserved.

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 of the service, the published listing will be immediately deactivated.

Content

Only one listing per property may be submitted by users. However, each property may be listed once for sale and once for rental. The following minimum requirements must be observed for publication.

General

- The property description (title of the listing) must be truthful (no deceptive or dishonest statements) and refer to the property being offered. Typographic exaggerations (repeated use of special characters, exclamation marks, etc.) are not permitted.
- The type and nature of the property must correspond to the published offer.
- The property's address (postal code/area) and other address information must correspond to the property's actual location. Only the exception "on request" that is defined in the system will be accepted.

Price

- The "price" field must contain the property's actual gross rental/retail (net rental for commercial properties) price. Listings without a concrete price (price "on request") will appear last in the results list.

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). In particular, however, uploaded images/documents may not contain:
 - icons (models, animals, postcard views, etc.) erotic, discriminatory, political or immoral content symbols or inscriptions that simulate an additional newhome.ch product.
- By uploading pictures or documents, users 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.
- Lettering, logos, frames or other highlighting features are not permitted for free listings. These are reserved for paid services.
- Maps or map extracts may not be published for reasons of copyright.

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- The contact information in the listing must be plausible and verifiable by the searcher. 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 known for newhome in addition to the contact information (phone number or email address).
- In the detailed description of the property, URL addresses are not accepted as hyperlinks.
- Likewise, the disclosure of email addresses or telephone numbers in the detailed description is not permitted. Email addresses or telephone numbers may only be published in the space provided in the contact details.

4.3 Approval or rejection of submitted listings

newhome attaches great importance to the integrity and timeliness of the listings published on newhome.ch. Each directly on newhome inserted, new or revised listing,

which is not originated from a verified source, is therefore only approved for publication on newhome.ch after being formally reviewed by newhome with regard to the requirements set out in clause 4.2 above. Listings are not reviewed/approved on weekends or public holidays.

By approving the property's listing, newhome explicitly accepts no responsibility for the listing's content.

If a listing does not meet the requirements listed in Section 4.2, newhome expressly reserves the right to make minor changes directly to the listing or to request changes by the user.

Furthermore, newhome may refuse to publish listings on newhome.ch and may consequently reject the listings under review without giving reasons.

In the case of regularly occurring defects in listings or misuse of newhome.ch, newhome reserves the right to block and delete the user's entire portfolio (and the user's account) and to deny approval for their listings in future.

newhome also reserves the right to share information about undesirable advertisers with all affiliated cantonal banks and partner platforms. For more details about data protection, please refer to our separate 'Privacy Policy' form.

Users 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 Listing duration

Each approved listing shall appear on newhome.ch for 60 days. Subsequently, and before its automatic deletion by the system, it shall receive the status 'inactive' for another 30 days and shall no longer be visible to searchers.

If an active listing is changed and re-published during its term, the adjustments must be checked and activated. However, the original listing shall remain visible on the marketplace until the changes are approved.

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 – within the framework of the quota of a maximum of two 'active' or 'under review' listings – can be published by the user at any time and as often as desired for a further 60 days.

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 user. An inactive insert will be irrevocably deleted after 30 days.

Users 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 licensing 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

Users hereby agree that their listings shall 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. 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 USERS

Users are responsible for their conduct, the content of their listings and offers and for any additional information provided by them. They shall guarantee the legitimacy, accuracy and timeliness of said information. Users are responsible for the confidential storage of their user data and for all activities performed using their login details. In particular, users are obliged to treat their assigned access data for newhome.ch as confidential and, where necessary, only to share it with authorised persons within their company. Users shall be held liable for damages if their assigned access data is misused.

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

Users are therefore advised of the following risks:

- Insufficient technical knowledge and inadequate security precautions can make unauthorised access easier (e.g. inadequately protected storage of 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 is recommended. It is the user's responsibility to find out about the necessary security precautions. In this context, it is also important that users only use software from a trusted source.
- 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 to web spidering, etc.

6. PRIVACY RIGHTS OF THIRD PARTIES

The listings, texts, offers and pictorial representations which 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 respective user's responsibility. This applies in particular to the use of aerial photographs, etc. of properties by users, which must not violate the privacy of neighbours or passers-by, to persons and licence plates. If the necessary permissions cannot be obtained, users are obliged to anonymise the corresponding parts of the images.

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

7. LIABILITY

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.

Users are obliged to comply with the relevant statutory provisions and are liable to newhome, its organs and agents for all damages caused when using the online service of newhome.ch regardless of whether or not they were at fault.

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

In any case, the user shall bear all costs incurred in connection with claims by third parties or with other legal procedures as well as any extrajudicial costs.

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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