

General Terms and Conditions (GTC)

for online advertisements on www.home.ch

1 Contractual partners and applicability

- 1.1 LTV Gelbe Seiten AG ("home.ch") is the operator of the platform www.home.ch and provides the customer with the opportunity to place his/her advertisements on this platform ("online advertisements"). These general terms and conditions ("GTC") regulate the legal relationship between the customer and home.ch with regard to online advertisements in the framework of the home.ch offer and form part of the contract concluded between the customer and home.ch. **No GTC of the customer are applicable. The latest current and binding version of the GTC is published on the internet under www.home.ch.**

2 Point of taking effect and duration of contract

- 2.1 This contract is concluded upon the successful conclusion of the online data compilation process on the input screen of www.home.ch and takes effect immediately for the agreed duration, under consideration of these GTC. The online data compilation process has been successfully concluded when the customer's order has been received electronically by home.ch. home.ch informs the customer of the receipt of his/her order by means of an automatically generated order confirmation.
- 2.2 The contract is subject to the condition that the payment made by the customer by credit card has definitely been received by home.ch.

3 Services of home.ch

- 3.1 home.ch applies generally accepted standards when providing its services and takes all necessary care. home.ch is entitled to adapt its facilities to technical requirements and to change its range of services at any time and without having to inform the customer. The customer agrees to such changes, as long as these do not restrict his/her service expectations unreasonably. Where the contribution of the customer or a third party is necessary for the provision of service by home.ch, the customer is responsible for this him/herself.
- 3.2 home.ch determines the type of any access protection. home.ch is not obliged to check the identity information of users. home.ch may consider every access with the correct password to be an authorised access. home.ch is also not obliged to take any copyright protection measures. In addition, the customer undertakes to protect his/her passwords and identification keys from abuse and is liable to home.ch for all damages that result from their abuse.
- 3.3 The customer accepts the sending of information by e-mail newsletter. The customer can cancel this newsletter at any time. Customer data which is used for its own marketing purposes will be treated in confidence by home.ch and not forwarded to third parties.

4 Responsibility of the customer for the design and content of his/her advertisements

- 4.1 The customer is solely responsible for the design and content of the online advertisements placed by him/her, in particular with regard to the accuracy of his/her information and with respect to company-, brand-, competition-, and person-related legal questions. The customer ensures that his/her online advertisement does not contravene any statutory regulations; namely, does not employ pornographic displays and does not use names or terms that could indicate such programmes or content, or advertise same. The same applies to radical, political and any other contents and forms that offend decency and good morals.
- 4.2 **home.ch does not accept any responsibility to check the content of online advertisements and expressly rejects any liability in this regard.** home.ch can, at any time and at its own discretion, refuse online advertisements due to their contents, origin, technical form or quality, for uniform and expertly justifiable reasons, particularly if the online advertisements do not fulfil the abovementioned assurances. If an online advertisement is rejected, the customer is not entitled to any return of payments made by him/her, as long as they correspond to the value of the services already provided by home.ch. **All other claims of the customer are, where legally permitted, excluded.**
- 4.3 Should home.ch be warned of any possible legal infringement with regard to the customer's online advertisements, home.ch is entitled to withdraw from this insertion contract immediately, or to suspend current insertion contracts until home.ch considers the matter of infringement to be resolved. **In such a case, liability for damages on the part of home.ch is excluded. The customer undertakes to immediately enter and take on at his/her own cost procedures and conflicts in connection with the claims of third parties, while at the same time completely indemnifying home.ch.**
- 4.4 The customer confirms, with the conclusion of the contract, that he/she owns all necessary rights to the documents provided by him/her and can use them freely.

5 Placement, content and extent of the online advertisements

- 5.1 The placement of the online advertisements is directed towards the selected product and the information contained on www.home.ch. **Exclusion of competition cannot be guaranteed.** The insertion of the advertisement is made in the reproduction quality that is usual for online publications.

6 Use of the insertion data and data protection

- 6.1 The customer authorises home.ch to integrate the insertion data, including the accompanying elements such as texts, graphics, plans, etc., into home.ch, into further online and offline services, as well as in those of partners. There is no entitlement to be published in such media. home.ch can, at any time at its own discretion and without reason, interrupt, changed or completely remove the publication without any monetary consequences.
- 6.2 The customer authorises home.ch to use the insertion data for its own further needs and those of third parties, such as the collection of statistics, or to otherwise publish, store or process these for this purpose.
- 6.3 home.ch undertakes to comply with the valid data protection laws. home.ch cannot comprehensively guarantee the confidentiality, incorruptibility and authenticity of the published data of the customer. The customer particularly notes the fact that personal data can also be accessed in states that do not have similar data protection provisions to those in Switzerland.
- 6.4 home.ch uses on its websites, including home.ch, the web analysis service Google Analytics from Google Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on the customer's computer, to help the website analyse how the customer uses the site. The information generated by the cookie about the use of this website, including IP address of the customer, will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating the customer's use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet

usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate the customer's IP address with any other data held by Google. The customer may refuse the use of cookies by selecting the appropriate settings on his/her browser. However, home.ch wishes to point out that, in such a case, the customer may not be able to use the full functionality of home.ch. By using home.ch, the customer consents to the processing of data about him/her by Google in the manner and for the purposes set out above.

- 6.5 The customer acknowledges and agrees that data about his/her contractual relationship with home.ch can be transferred by home.ch to other companies within the same corporate group for the purpose of data processing.
- 6.6 Statistical data: Federal Population Census 2000 / FSO / microgis, Federal Business Census 2008 / FSO / microgis, Federal Taxes Administration 2006 / microgis.

7 Intellectual property and the observance of third-party rights

- 7.1 The customer ensures that, in placing his/her online advertisements on www.home.ch, he/she observes the rights of third parties, especially company-, copyright and brand-related rights. He/she is aware that third-party rights generally apply to pictures, graphics, data, sound files, programmes, etc., or parts thereof, and confirms that he/she has acquired the necessary usage rights in advance.
- 7.2 home.ch is not obliged to check the existence of such third-party rights or the presence of the customer's necessary rights of usage. However, in cases of doubt, home.ch may demand authorisation certification from the customer and may suspend its services until the matter is resolved according to the opinion of home.ch. **The customer indemnifies home.ch completely from all claims for damages made by third parties against home.ch.**

8 Warranty

- 8.1 home.ch is responsible to the customer for the careful provision of the agreed services by home.ch, in accordance with the contract. The customer is entitled only to improvements by home.ch for services in accordance with the contract. **Annulments and reductions are excluded.**
- 8.2 home.ch will repair those technical interruptions that are within its capabilities within a reasonable time. **Further warranty claims are, where legally accepted, excluded.** In particular, home.ch is not responsible for information in product descriptions or specifications and is in no way liable for disturbances or interruptions. Furthermore, the customer is solely responsible for ensuring his/her own necessary technical facilities as well as for the programme-related (software) and device-related (hardware) protection of his/her websites. home.ch accepts no responsibility for the compatibility of its services with the hardware or software of the customer.

9 Liability and limits of liability

- 9.1 **home.ch is liable only in cases of intent and gross negligence. Otherwise, all liability in the framework of legal admissibility is excluded.** In particular, liability for indirect damages and subsequent damages, for force majeure and strikes, for technical disruptions that are the responsibility of other companies and / or network operators, are excluded in the framework of legal admissibility. **Where liability exists on the part of home.ch, it is limited in all cases to the amount of the proven damages, or at the most to the value of the order sum.** home.ch is not liable for customer content and data that has been deleted after termination of the contract or the non-renewal of a contract. Equally, home.ch is not liable for illegal activity by users towards the customer (e.g. unauthorised copying of content and similar).
- 9.2 **The customer is responsible to home.ch for all disadvantages that occur for home.ch as a result of the infringement of contractual provisions, and releases home.ch von from all third-party claims made as a result of alleged infringements of intellectual property or other rights.** The customer is aware that illegal activity can also result from simple programme-related references (e.g. links). The customer is therefore obliged to only set up those links for which the criminal activity and the infringement of third-party rights can be excluded.

10 Prices, invoicing and payment terms

- 10.1 **The agreed net price is the fixed price for the agreed insertion period.** The net price does not include statutory sales tax at the relevant amount and is charged additionally. The customer owes the amount agreed upon in the contract and will pay this online by credit card.

11 Final provisions

- 11.1 Changes or additions to this contract are only valid when made in writing. Any invalidity of one of the above-mentioned contract provisions does not affect the validity of the rest of the contract. **The contractual relationship between the parties is subject to Swiss law. Exclusive jurisdiction is Zürich.**

home.ch, [•] 2010