

Terms of use for the services made available on www.home.ch

1 Area of application

These terms of use of LTV Gelbe Seiten AG ("home.ch") regulate the use of all websites, and services offered on www.home.ch by home.ch and its partners. The use of the services of third parties or of websites linked on home.ch can be subject to the relevant provisions of that operator.

Upon accessing or using "home.ch", as well as its partner websites and the elements contained therein, the user (the "user") acknowledges these contractual terms of use (the "terms of use"). These terms of use form, together with the general terms and conditions (GTC) the content of the usage contract, which the user concludes with home.ch as soon as he/she accesses information that has been made available online on home.ch. The user is aware that "home.ch" provides its services and information exclusively and under the express conditions of compliance with these terms of use and is otherwise not prepared to make this information available to the user. If you are not in agreement with the following provisions, do not access this website or its pages.

The user expressly accepts that, in the case of non-compliance with these terms of use, home.ch can legally forbid the user to use its services and can claim compensation, and that "home.ch" expressly reserves the right of criminal prosecution in the case of illegal use.

2 Services of home.ch

2.1 General

"home.ch" and its partners make different online services available on "home.ch" free of charge. These services can be changed, expanded or deleted at any time in content and form. "home.ch" can charge for individual services. "home.ch" can, at all times, call upon third parties to provide services.

2.2 Registration

Registration may be necessary for individual services. The user is obliged and promises to provide the necessary information in a true and complete manner, and to make any required changes immediately. The user is solely responsible for the content of his/her registration and therefore for the information that he/she provides about himself/herself. "home.ch" is entitled to delete the registration of a user at any time and without having to give reason. "home.ch" takes precautions in order to protect www.home.ch from unauthorised access and the use of third parties. There is, however, no absolute protection. "home.ch" cannot be made liable for the consequences of unauthorised access.

2.3 Storing and publication of content

"home.ch" offers users the opportunity to collect their own content such as advertisements, events, comments, ratings, videos, pictures, additions to the database entry, etc. in different areas of "home.ch". Every creation of content counts as use, whereby the user additionally accepts the valid general terms and conditions of "home.ch" for each individual product. The user expressly agrees to the appearance and publication of his/her content. "home.ch" is not obliged to display or publish any content. "home.ch" is free to decide to remove content from the website at any time, without having to give reason. The contents/ratings that appear on "home.ch" represent the subjective opinion of their author and not the opinion of "home.ch". Publication also does any represent the agreement or acceptance on the part of "home.ch" with regard to the content published.

2.4 No offer

The information published on "home.ch" does not constitute either the solicitation of an offer, or the provision of an offer or a recommendation to rent, buy or sell, to finance or to insure property or other forms of investment, or to carry out any transactions. In addition, the interim rental or sale of any properties displayed is forbidden. **All information is without guarantee.**

3 Obligations of the user

The user undertakes not to abuse the services provided by "home.ch" and to desist from any illegal activities. In particular, no data may be introduced into the system, which contain a computer virus, and the services offered on "home.ch" may not be used in such a way that negatively restricts availability for other users. The user acknowledges that the content and information contained on "home.ch" (addresses, URLs, logos, etc.) are protected by law and/or affect the rights of third parties.

The user undertakes to treat his/her access data (user name/password) conscientiously, confidentially and carefully. "home.ch" cannot be made liable for any abuse of the access data or damages that result from an abusive access. If the user notices any illegal offers or other cases of abuse on "home.ch", he/she must immediately inform "home.ch".

The user undertakes to observe netiquette.

The user undertakes not to infringe the legal regulations of Swiss law with his/her published content. In particular, the user undertakes not to publish any content that infringes personal or competition laws, that glorifies violence, or that is defamatory, racist, threatening, pornographic, or obscene, and to observe the rights of third parties. "home.ch" is entitled to block, delete or refuse any content that infringes these rules, immediately and without notice. In this case, "home.ch" is entitled to block the user from the further creation of content.

4 Data

"home.ch" strives to use up-to-date and correct data. The user takes note of the fact that data made available on "home.ch" may contain errors or incomplete information due to technical or other reasons. **"home.ch" accepts no responsibility and cannot be held liable for any resulting errors, inaccuracies, etc. and their consequences. The further use and forwarding of data (electronically, on paper, etc.), without the prior written agreement of "home.ch", is forbidden.**

"home.ch" does not use the website in order to advise a user or to otherwise provide him/her with any recommendations. The information on "home.ch" does not represent either help with decisions in legal, financial, tax-related or other advisory questions, nor should decisions be made on the basis of this information. When making a decision, be sure to get advice from a qualified expert.

Statistical data: Federal Population Census 2000 / FSO / microgis, Federal Business Census 2008 / FSO / microgis, Federal Taxes Administration 2006 / microgis.

5 Data protection and cookies

In processing data, "home.ch" observes the legal provisions of Swiss data protection

law. The user agrees that the user data relating to his/her visit to "home.ch", as well as to partner websites, may be collected and processed for the purposes of market research and the optimisation of "home.ch" services. "home.ch" may forward this data without revealing identities to third parties. Data in which the identity is revealed can only be forwarded to third parties with the consent of the user. Cookies are used in order to direct "home.ch" services. A cookie recognises a user; by these means, information can be prepared in a user-friendly manner for the user.

6 Intellectual property, restricted right of use and prohibition of the further use of information made accessible

All elements on "home.ch", in particular data, graphics and other information, belong exclusively to "home.ch". The information offered on "home.ch" are only available free of charge for browsing purposes for the user's own personal use. The user receives the non-transferrable, non-exclusive right to use the services offered on "home.ch". All rights to existing or occurring intellectual property with regard to the services of "home.ch" remain with "home.ch" or the authorised third party. The user expressly undertakes not to use the information made available on "home.ch" in any manner outside "home.ch". With access to "home.ch" the user especially ensures not to copy, publish or otherwise make available the information provided, namely on the World Wide Web or in any other form. **For every replication of elements in any medium, in particular for the public availability of these elements on a URL other than "home.ch", the user must, without exception, acquire prior written permission from "home.ch".**

7 Availability and limit of liability

"home.ch" strives to ensure a high degree of availability. However, "home.ch" cannot guarantee that services will not be interrupted or disturbed. **As far as legally admissible, all liability in the part of "home.ch" towards the user of third parties is excluded. The user particularly acknowledges that "home.ch" is not liable for the content published by other users on "home.ch", or for the content of other websites that are linked to by "home.ch". The user undertakes to completely indemnify "home.ch" from all third-party claims that result from his/her improper use of data or services of "home.ch", or from content published by him/her.**

8 Language version

"home.ch" provides the user with translations of these terms of use in French, English and Italian. If you accept the terms of use in another language, you acknowledge that the translation only serves to help your understanding and that the German version of the terms of use is solely decisive. Where there are contradictions between a non-German version of the terms of use and the German version, the German version is exclusively valid.

9 Final provisions

"home.ch" can change these terms of use at any time. The changes are valid from the time of publication on www.home.ch. Where the terms of use are abused, the user's access to www.home.ch can be blocked. Should any of the provisions become null and void, the validity of the remaining provisions is unaffected. **Swiss law is applicable. The jurisdiction is the location of LTV Gelbe Seiten AG (Zürich).**

home.ch, [•] 2010