homegate.ch

Price list for private customers

(single ads using the online registration)

Publishing on multiple platforms: homegate.ch and home.ch

CHF **125**

Basic rate

\+

CHF **3.50**

Flat fee per day*

Canton FR, GE, JU, NE, TI, VD, VS, Liechtenstein + abroad

or

CHF **4**

Flat fee per day*

Canton AG, AI, AR, BE, BL, BS, GL, GR, LU, OW, NW, SH, SO, SG, SZ, TG, UR, ZG

or

CHF **4.50**

Flat fee per day*

Canton ZH

***Flat fee per day is based on the location of the property. A minimum flat fee of 15 days will be invoiced for shorter publications.**

All ads published on homegate.ch do not have a fixed run time and will be online until deleted by the advertiser.

Sample calculation

You have placed an ad of a property located in Lucerne and deleted it after 15 days.

CHF **125**	+	CHF **60**	=	CHF **185**
Basic rate		**Flat fee per day** (15 days at CHF 4 (Ct.LU))		**Total charges**

All prices quoted are in CHF incl. VAT.

You determine yourself how long your ad should run and when to delete it. You thus profit from independent cost control. Make sure to remember your username and password. The basic rate will be invoiced when publishing, run time charges will be invoiced every two months or upon deletion of your ad. Please observe the advertising conditions and general business conditions.

Hotline 0848 100 100

(from abroad +41 44 711 86 14)

Mo-Fr 8 a.m. - 5 p.m. or by email info@homegate.ch

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homegate.ch

General Terms and Conditions

1. Scope of Application and Definitions
These General Terms and Conditions (GTC) govern the legal relationship between the user of homegate.ch and/or myhomegate.ch (both portals are uniformly referred to hereinafter as the «Real Estate Platform») and Homegate Ltd.. These GTC apply to all use made of the Real Estate Platform, particularly the submission and viewing/download of advertisements and the submission and viewing/download of other materials on the Real Estate Platform. The Disclaimer, the price lists and the Privacy Policy apply in addition to these GTC. Separate general terms and conditions apply to the publication of online advertising (e.g. online banner advertisements).

Definitions

Users: Users means all the visitors and users of the Real Estate Platform, particularly the clients and inquirers.

Clients: Clients means, in addition to the advertisers of real estate offers, all other advertisers offering services on the Real Estate Platform, e.g., the providers of financial services.

Corporate clients and private clients: Corporate clients means the clients who are companies and/or professional lettings and sales agents. Private clients means the private individuals who do not meet this criteria and submit advertisements to the Real Estate Platform.

Inquirers: Inquirers means the persons interested in the clients' offers.

Homegate Ltd. are referred to hereinafter in its corporate name and is not to be subsumed under the terms «user», «client» «corporate clients» and «inquirer».

2. Offers on The Real Estate Platform
The Real Estate Platform can be used by clients to place offers and by inquirers to search for offers. Only letting or sales offers concerning real estate are admitted as advertisements on the Real Estate Platform. The term «real estate» is given broad meaning such that it includes in particular land plots, construction land, parking spaces, houses, apartments and furnished apartments. In addition, Homegate Ltd. makes some of its own content and information (e.g. information on the real estate sector, furniture and financial services), whose contents and scope may vary in time, available on the Real Estate Platform. It is always made clear that such content and information originate from Homegate Ltd.. All other content and offers on the Real Estate Platform originate from the clients and advertising clients and not from Homegate Ltd.. All the rights in the software and other work products, services, procedures, equipment, designs, technologies, trademarks, companies, inventions, and in all materials which are in any way connected to the Real Estate Platform, and in particular in the content and information owned and made available by Homegate Ltd., remain with Homegate Ltd. or its suppliers. The Real Estate Platform and the content and information owned and made available by Homegate Ltd. is made available to the users for their own private use. Users are prohibited from making any further commercial use, particularly re-publishing or providing access on the internet, of the content and information owned and made available by Homegate Ltd.. Likewise any further commercial use of the offers and advertisements of clients is reserved solely for the clients, unless otherwise provided in these GTC. Business transactions relating to the clients' offers on the Real Estate Platform (particularly the real estate advertisements published by clients on the platform) are concluded exclusively between the client and the inquirer.

3. Access to the Offers
Technical access to the Real Estate Platform is obtained through a provider chosen by the user itself and by using software downloaded by the user from third parties via the internet, and does not fall within the responsibility of Homegate Ltd.. Parts of the offered content are accessible only after prior registration and/or identification of the user. Users can register by choosing an ID and a password which serve as identification for each login.

4. Changes, Interruptions and Down Time of the Real Estate Portal
Homegate Ltd. reserves the right to adjust the online offers to technological advances or based on other parameters. Such changes may be effected by Homegate Ltd. at any time. The online offers are generally available 24 hours per day. Homegate Ltd., however, cannot ensure minimum availability. Homegate Ltd. reserves the right to make all or part of the online offers unavailable. Particularly if the client is suspected of using the online offers in a contractually non-conform, unlawful or immoral manner, Homegate Ltd. may delete the content and accounts concerned without notice and without stating reasons. In the event of changes, interruptions and down time of the online offers, and deletion of content, the client does not have the right to rescind a contract and/or to a reduction in price or refund or compensation.

5. Duration/Termination of the Real Estate Advertisement / Placement Contract
The real estate advertisement placement contract is concluded between the client and Homegate Ltd. for an unlimited duration. Real estate advertisements are published until they are cancelled by the client. Corporate clients are required to terminate the real estate advertisement placement contract in writing by giving one-month notice with effect from the end of the given month.

6. Submission of Advertisements
The private clients and/or brokers instructed by them can submit the online advertisement electronically or by means of an advertisement form. Images, logos or the complete advertisement are put online as GIF or JPG image files. The corporate client can submit the real estate advertisement via the specific online application at www.myhomegate.ch. To load large volumes of data it is also possible, by agreement with Homegate Ltd., for corporate clients to use an interface based on the homegate.ch format. Ownership of the texts, work products and images supplied by clients (e.g. photographs, plans, films etc.) remains with the client. Client approval of the printing proof is given upon submitting the advertisement order. Homegate Ltd. reserves the right to request changes to the advertisement content at any time or to refuse and/or delete advertisements without stating reasons. Advertisements which do not relate to a specific offer but solely advertise the client, those which refer to other sites, and those which Homegate Ltd. deems unlawful or which violate third party rights will not be published. The client or broker authorizes Homegate Ltd. to integrate the advertisements into the Real Estate Platform and the services of its contracting partners, to use them for its own purposes or to otherwise publish and process them for publication purposes.

7. Advertisement archiving
A private customer or an agent assigned by that customer can archive ads for a fee. This service is invoiced per ad and archival. Archived ads are stored in the user account until their next use and for a maximum of 5 years. If the user account is deleted, the ads archived with it are permanently removed and can no longer be reactivated. Please note that a reactivated ad is invoiced at the standard costs (basic rate and flat fee per day) The archival fee is not refunded if the user account is deleted. Corporate customers can archive and reactivate as many ads as they like during the term of the contract at www.myhomegate.ch or through the interface.

8. Responsibility for the Content of the Advertisements; Additional obligations of Users
The user is responsible for its conduct, the content of its advertisements and offers, and for any additional data it submits. The user particularly guarantees that such data is legal, accurate and up-to-date. The user is responsible for safeguarding the confidentiality of its user data and for all activities carried out through its access. The user is in particular obliged to keep its user names and passwords confidential and not to make them accessible except to authorized persons within the company, where applicable. The user is liable for any misuse of its usernames and passwords. The user is liable to Homegate Ltd., its governing boards, directors and officers, staff and auxiliaries, for any damage caused in connection with use of this Real Estate Platform, whether or not by any fault of its own. If Homegate Ltd., its governing boards, directors and officers, staff and auxiliaries, are sued as a result of conduct and/or in connection with the advertisements of the user by third parties or authorities, the user shall hold harmless and indemnify Homegate Ltd., its governing boards, directors and officers, and auxiliaries, from any third party claims and shall bear the court and out-of-court costs having arisen. The user is obliged to join in court proceedings after a third-party joining order is issued.

9. Disclaimer and Exclusion of Liability
All warranties and liability of Homegate Ltd., its governing boards, directors and officers, staff and auxiliaries are excluded to the extent legally permissible. All warranties and liability for the availability, service quality, accuracy and completeness of the Real Estate Platform and its content, for damage arising in connection with use of the access by anyone other than the person named in the registration, as well as for unlawful and immoral conduct by users and third parties, are in particular excluded. The liability of Homegate Ltd. for damage to the user's equipment, to its data and software, is specifically excluded. The traffic is conducted over a public network, the internet. All warranties and liability of Homegate Ltd. are excluded with regard to any software supplied by Homegate Ltd. and any consequences arising from and during the transport of the software via the internet. The liability of Homegate Ltd. for indirect damage and consequential damage such as lost earnings or third party claims is wholly excluded.

10. Risks
As a result of the installed encryption device it is generally not possible for unauthorized persons to view the confidential data. However even the most advanced information technology security measures cannot guarantee absolute security for the Real Estate Platform and for the user. While the user's equipment or network interacts with the systems of the Real Estate Platform as a system part, it falls outside the control of Homegate Ltd. and, in particular, the user's equipment or network can become a weak spot of the system. The user acknowledges in particular the following risks:
- Insufficient system knowledge and defective security measures can facilitate unauthorized access (e.g. insufficiently protected storage of data on the hard disk). A computer which is in contact with the outside world is exposed to the constant risk of infection by viruses which can spread, whether through computer networks (e.g. internet) or disks. The installation of anti-viral programs can lessen this risk and users are recommended to install such programs. It is the user's responsibility obtain precise information about the necessary security measures.
- It is important that the user only use software from trustworthy sources.
- It is possible for a third party to obtain access to the computer unnoticed when the user is on the internet.
- The functioning of the internet cannot be guaranteed. It is in particular possible for transmission errors, technical defects, disruptions, unlawful access to network features, network overload, wilful blockage of electronic accesses by third parties, interruptions or other inconveniences on the part of the network provider, to occur.

11. Foreign Laws/Import and Export Restrictions
The user acknowledges that in some circumstances, use abroad of the Real Estate Platform and the offers it contains may contravene foreign laws. It is the responsibility of the user to obtain any relevant information. Homegate Ltd. does not accept any liability in this respect. The user acknowledges that use of the Real Estate Platform abroad may result in a breach of import and export restrictions for the encryption algorithms where these exist.

12. Data Protection
Homegate Ltd. collects data only to the extent necessary and handles them with care. Further details can be found in the Privacy Policy. Homegate Ltd. complies with the provisions of the data protection law but cannot fully guarantee the confidentiality, the integrity, the authenticity and the availability of the personal data. The client or user acknowledges and accepts that personal data can also be viewed in countries where there is no legislation granting adequate data protection. When a user accesses and processes personal data (including from abroad) the user concerned is responsible for compliance with data protection. The storage of data on data carriers etc. should be handled restrictively, print-outs should be treated as confidential, personal data which is not needed should be immediately deleted, etc. The clients acknowledge that all users have access to the published advertisements and to the data transferred to them by the clients or other users. The client agrees that Homegate Ltd. may distribute the advertisements through other channels (e.g. in social media channels or mobile portals). The client consents to the advertisements it places not being freely available to third parties. The client prohibits third parties in particular from taking over advertisements from other online services and grants Homegate Ltd. the right to carry out any form of commercial distribution of the advertisements and offers. By adhering to these GTC, the user also accepts the Privacy Policy which forms an integral part of these GTC.

13. Amendments to the General Terms and Conditions
Homegate Ltd. reserves the right to adjust the GTC including the Disclaimer, price lists and the Privacy Policy to future transactions at any time. The user and Homegate Ltd. are subject to the currently applicable version published on the internet. Changes to prices and conditions take effect with regard to all clients simultaneously and also apply to on-going real estate advertisement contracts. The client has the right however, within two weeks of a price increase which affects it, to terminate the real estate advertisement contract by registered letter without notice. Compensation owed by the clients is in such cases paid on the basis of the old price calculated on a pro rata temporis basis at the time the termination takes effect.

14. Third Party General Terms and Conditions
Parts of the Real Estate Platform and certain services are not provided by Homegate Ltd. itself. The general terms and conditions of the relevant provider apply to the use of these services.

15. Severance Clause
If any provision of the GTC, the Disclaimers, price lists or the Privacy Policy should be or become inoperative, the remaining provisions shall remain intact. In such cases, the contracting parties undertake to replace the inoperative provision with a provision which approximates as closely as possible the economic intent of the provision being replaced.

16. Applicable Law and Jurisdiction
The courts of Zurich 1 shall have jurisdiction in the event of any dispute. homegate.ch is, however, entitled to claim its rights at the place of domicile or of the registered office of the user or before any other competent authorities. Substantive Swiss law is applicable. These GTC were last amended on March 31, 2011. Copyright by Homegate Ltd.. Any reproduction or distribution without prior written consent is prohibited. All rights reserved.

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