

General conditions of business

1. Scope of Application and Definitions

These General Terms and Conditions (GTC) govern the legal relationship between the user of home.ch and/or myhome.ch (both portals are uniformly referred to hereinafter as the «Real Estate Platform») and TX Markets Ltd. These GTC apply to all use made of the Real Estate Platform, particularly the submission and viewing/download of advertisements and the sub-mission 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.

TX Markets Ltd are referred to hereinafter in its corporate name and is not to be sub-sumed 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, TX Markets 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 TX Markets Ltd.

All other content and offers on the Real Estate Platform originate from the clients and advertising clients and not from TX Markets 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 TX Markets Ltd, remain with TX Markets Ltd or its suppliers. The Real Estate Platform and the content and information owned and made available by TX Markets 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 TX Markets 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 TX Markets 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 TX Markets Ltd reserves the right to adjust the online offers to technological advances or based on other parameters. Such changes may be effected by TX Markets Ltd at any time.

The online offers are generally available 24 hours per day. TX Markets Ltd, however, cannot ensure minimum availability. Homegate AG 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, TX Markets 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 TX Markets 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.myhome.ch. To load large volumes of data it is also possible, by agreement with TX Markets Ltd, for corporate clients to use an interface based on the home.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.

TX Markets 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 TX Markets Ltd deems unlawful or which violate third party rights will not be published. The client or broker authorizes TX Markets 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. 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 TX Markets 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 TX Markets 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 TX Markets 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.

8. Disclaimer and Exclusion of Liability

All warranties and liability of TX Markets 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 TX Markets 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 AG are excluded with regard to any software supplied by TX Markets Ltd and any consequences arising from and during the transport of the software via the internet.

The liability of TX Markets Ltd for indirect damage and consequential damage such as lost earnings or third party claims is wholly excluded.

9. 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 TX Markets 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.

10. 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. TX Markets 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.

11. Data Protection

TX Markets Ltd collects data only to the extent necessary and handles them with care. Further details can be found in the Privacy Policy.

TX Markets 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 TX Markets 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 TX Markets 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.

12. Amendments to the General Terms and Conditions

TX Markets 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 TX Markets 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.

13. Third Party General Terms and Conditions

Parts of the Real Estate Platform and certain services are not provided by TX Markets Ltd itself. The general terms and conditions of the relevant provider apply to the use of these services.

14. 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.

15. Applicable Law and Jurisdiction

The courts of Zurich 1 shall have jurisdiction in the event of any dispute.

home.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.

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