

GENERAL TERMS AND CONDITIONS

With the following General Terms and Conditions (GTCs) the legal relationships between Real Estate Digital AG and recipients of services shall be regulated. The "Privacy and Security Policy" apply in addition to the GTCs. All of these regulations apply as integrated contract elements and can be viewed at www.realmatch360.com.

1. SERVICE OFFER

Real Estate Digital AG offers services and information for landlords, prospective tenants or tenants, sellers, prospective buyers or buyers, as well as for partner companies involved in the process of renting and purchasing real estate online at www.realmatch360.com. These products are offered under the term "Realmatch360 DATA"

Hereinafter Real Estate Digital AG will be referred to as REALMATCH360.

The corresponding information and contents shall be provided to users of Realmatch360 online or by e-mail according to the subscription they purchased. Any form of reuse, in particular the reissue or making accessible this information online outside of www.realmatch360.com is prohibited, unless this right was explicitly granted.

2. ACCESS TO THE SERVICE OFFER

The technical access to the service offer from REALMATCH360 is provided through the provider selected by the user, as well as through corresponding software purchased from a third party. For access to certain areas of the service offer, it is necessary to register or respectively identify the user in advance. This is done by entering the email address and password.

For access authorisation it might be necessary to purchase a subscription for a fee. This subscription is personal and is non-transferable for the registered user.

3. USER'S OBLIGATIONS

The responsibility for checking all data submitted by him or to be transferred for completeness and correctness lies with the user. The user is obligated to maintain the confidentiality of his user data and must protect it from misuse by unauthorised third parties. The user is obligated to change his password at regular intervals and to never write it down. In particular there is an obligation to change the password immediately if there is suspicion that unauthorised third parties have learned the user's user data. The user carries all consequences which result from the misuse.

4. PRICES AND PAYMENT CONDITIONS

The prices of relevant services shall be determined through the particular valid price lists of REALMATCH360, if nothing else has been expressly agreed. The valid prices can be viewed at www.realmatch360.com. REALMATCH360 reserves the right to adjust the prices at any time in market and/or price developments. The prices are gross (excluding VAT).

A payment period of 10 days from invoicing applies for all contract partners of REALMATCH360. In the case of non-payment, after the expiry of the payment period REALMATCH360 can dissolve the agreement without reminder and without notice and compensation. If reminders are sent, additional dunning costs of CHF 50 per reminder are to be paid. The particular contract partner of REALMATCH360 moreover carries the further damages arising through the default on payment and / or dissolution of the agreement.

4.1 REALMATCH360 DATA

Flat rates & subscriptions which are concluded for a particular time (1 year, etc.) have a fixed duration and extend in each case by another year if not terminated. The period of notice amounts to 3 months.

Subscriptions cannot be cancelled before the end of the period. The costs are due at the time of conclusion through the website.

Upon conclusion of a subscription a credit according to the current price list will be charged to the particular user account, which the user can use on www.realmatch360.com according to his selection for purchasing reports and analyses. Credits can be used up at any time with an active subscription. Credits will not be charged interest and cannot be paid out.

5. EXCLUSION OF LIABILITY

REALMATCH360 assumes no liability for orders not carried out or respectively not carried out by a deadline and possible damages arising from this, provide that there is no gross fault by REALMATCH360.

REALMATCH360 is not liable for the user's end device, the technical access to the service offer from REALMATCH360 and for the particular necessary software. REALMATCH360 is also not liable for possible damages which result from the use of the internet. This also applies at most for software provided by REALMATCH360, as well as for the consequences which result from and during their conveyance online.

Insofar as a safety risk is determined, REALMATCH360 can at any time suspend the services on the platform until the security risks are removed. REALMATCH360 assumes no liability for damages possibly arising from this interruption.

REALMATCH360 is not liable for further disruptions, delays or interruptions unless it is grossly negligent. Any liability from REALMATCH360 for damages which arise for the user from the non-fulfilment of his contractual claims is excluded, likewise the liability for indirect damages and consequential losses (e.g. further claims from third parties or lost profits).

REALMATCH360 is fundamentally only liable in the case of intent and gross negligence and assumes no liability for damages in the case of simple negligence. This also applies for damages caused by auxiliary persons from REALMATCH360 in exercising their duty.

External web pages linked with www.realmatch360.com have not been checked by REALMATCH360. REALMATCH360 is neither responsible for their content nor does it approve or support the corresponding information on external web pages. Links to external web pages are initialised at the users own risk.

5.1 REALMATCH360 DATA

REALMATCH360 makes no guarantee for the correctness, completeness and currentness of the information and data published under www.realmatch360.com. REALMATCH360 reserves the right to change the data at any time without prior announcement.

The data and statistics on www.realmatch360.com shall be collected in collaboration with partners on the basis of effective search profiles. The data shall be checked, supplemented, adjusted and validated to the best of one's knowledge through random samples and processes.

Despite this there can be inaccuracies in the analyses connected to the system and on the basis of the quality of third party data. For this reason REALMATCH360 can assume no liability for the correctness and completeness of the data.

The data and statistics on www.realmatch360.com do not represent tenders and recommendations for the purchase or sale respectively the rent of real estate or further financing or investment activities related to real estate.

The data and statistics on www.realmatch360.com serve as information and planning orientation. REALMATCH360 is not liable for possible damages or consequential losses which arise from access to content at www.realmatch360.com or its use.

6. RESERVED RIGHTS & COPYRIGHT

All contents of this website belong exclusively and fully to REALMATCH360, provided that nothing else is expressly mentioned. The contents offered may not be copied, published or made accessible. Reports and documents offered for download on the website may be used if the source is stated and it is for internal purposes.

REALMATCH360 can make changes to the service offer at any time. User accounts can be deleted at any time provided that there is justified doubt about the correctness of the information. All contents at www.realmatch360.com can at any time be added to or appropriate information can be altered or deleted.

7. RISKS

With the coding of the data used by it, REALMATCH360 sets everything to prevent unauthorised parties from seeing confidential user data. A residual risk cannot however be excluded. In order that the greatest possible security can be guaranteed, the users must possess sufficient knowledge of the system and avoid inadequate safety precautions. The user must inform himself independently about the necessary security precautions and to apply these consistently.

8. PURCHASING ABROAD

The user takes note that when using www.realmatch360.com from abroad he might be violating foreign law. This applies in particular for possible import and export limitations for encryption algorithms. It is the task of the user to inform himself about this. REALMATCH360 refuses any liability in this connection.

9. CONTRACTUAL CHANGES

These General Terms and Conditions, the "Privacy and Security Policy" as well as the "Terms and Conditions of Use and Disclaimer" can be amended by REALMATCH360 at any time. The particular current conditions can be viewed at www.realmatch360.com. The particular visible rules at the time of the conclusion of the contract apply there.

10. PRIVACY AND SECURITY POLICY

REALMATCH360 is expressly authorised, on the basis of the information made accessible to it by the user, to create, maintain and to use user profiles within the framework of the "Privacy and Security Policy".

11. SEVERABILITY CLAUSE

Should a provision of the GTCs, the "Privacy and Security Policy" as well as the "Terms and Conditions of Use and Disclaimer" be or become ineffective, the remaining provisions remain unaffected by this. In this case the contract parties agree on a provision which comes as close as possible to the legal and economic aim of the original desired provisions.

12. GTCs OF THIRD PARTIES

Parts of the contents visible at www.realmatch360.com are not provided through REALMATCH360, but through third parties. Provided that such services are claimed, the GTCs of the particular third party apply.

13. APPLICABLE LAW AND JURISDICTION

This contract is subject to Swiss law. For all disputes which arise in connection with the use of the services at www.realmatch360.com, the court of jurisdiction is the court at the registered seat of REALMATCH360.

14. FINAL PROVISIONS

These GTCs apply from 1 January 2017.

January 2017 – Real Estate Digital AG

PRIVACY AND SECURITY POLICY

1. USER'S PERSONAL DATA

REALMATCH360 (hereinafter: "REALMATCH360") protects the private sphere and the personal data of its users. REALMATCH360 collects the following personal data about its users within its internet portal:

- Login information (username and password)
- Name and address
- E-mail address and telephone numbers
- Statistical information
- Demographic information
- Details, interests and interactions with properties

REALMATCH360 uses the personal data to personalise the content and appearance of www.realmatch360.com, to create and maintain user profiles, to provide services subscribed for, to provide desired marketing information, for the processing, ordering and provision of services, for the creation of reports and statistics.

REALMATCH360 makes identifying or sensitive information known in cooperation with third parties only for the carrying out of orders from the user. Data can be passed on encrypted or unencrypted. The behaviour of registered users is stored and analysed within www.realmatch360.com. REALMATCH360 reserves the right to distribute or make accessible to third parties data in aggregated form (e.g. as statistics). REALMATCH360 guarantees that individual users will not be identifiable.

2. UPKEEP OF DATA

The user can amend or delete his profile, or deregister from www.realmatch360.com at any time. The user's personal information can only be edited by him. On request from the user REALMATCH360 can reset the user's password. REALMATCH360 reserves the right to delete accounts with patently incorrect or untrue information at any time.

3. COOKIES

Cookies serve, inter alia, to show content and advertising according to the interests of the particular user. When the particular user's browser software is appropriately set up, the user can prevent the installation of cookies, whereby it is possible that not all functions of www.realmatch360.com can be used.

REALMATCH360 uses Google Analytics to analyse use as well as for the optimisation of www.realmatch360.com. Google Analytics uses anonymised cookies, which are stored on the user's computer. The information resulting from this (including the user's IP address) will be passed on to a Google server in the USA and stored there. With this information, Google anal-

yses the use of the online portal www.realmatch360.com and creates reports on the website activities for the website operator and therefore other services connected with website and internet use to be provided. Google can pass this information on to third parties provided that this is required by law or third parties are commissioned with the processing of this data. Through the use of www.realmatch360.com the user agrees with the processing of the data collected about them by Google in the way described above and for the purpose described above. Further information can be found under the data protection provisions from Google.

4. TECHNICAL INFORMATION

REALMATCH360 assumes no liability whatsoever for the Privacy and Security Policy of external websites which are linked with www.realmatch360.com.

5. DATA SECURITY

REALMATCH360 undertakes the necessary technical precautions in order to guarantee a secure delivery and safekeeping of the data and for this uses secured servers and, where necessary, corresponding encryption technologies. The online platform www.realmatch360.com is hosted by the company www.teqneers.de in Germany.

6. CHANGES

REALMATCH360 reserves the right to alter the present conditions at any time. Possible changes will be published at www.realmatch360.com immediately.

January 2017 – Real Estate Digital AG