

## LIIVA AG - **General Terms and Conditions (GTC)**<sup>1</sup>

### 1. Scope

These General Terms and Conditions (**GTC**) of Liiva AG, Hardturmstrasse 161, Westhive Zürich Hardturm, 8005 Zürich, Switzerland (**Liiva**) govern the use of the online platform Liiva (**Platform**) operated by Liiva as well as the range of services provided by Liiva via the Platform.

In order to use the Platform or the services, the user must first accept the current version of these GTC and take note of the Privacy Policy.

### 2. Range of services

Liiva supports the user in the search, purchase, management and soon also in the sale of private residential property (**Real Estate**) and offers the user the following services (**Services**) in particular via the Platform:

#### *"Buy & Take Over"*

Liiva provides the user with a search function for Real Estate for sale (houses and flats) as well as a link to the corresponding advertisements of the largest renowned Swiss real estate platforms, which Liiva has enriched with valuable additional information (e.g. on the macro location/municipality etc.). Until further notice, all of the Real Estate advertisements are exclusively contents of third party platforms. Accordingly, Liiva assumes no responsibility for the quality and accuracy of such advertisements.

To obtain further information on a Real Estate, the user can create a private dossier based on an advertisement. In addition to the information from the advertisement, this includes information on the micro location, the value of the building, the condition of the building as well as short- and medium-term modernisation measures and investments. The user can also add his/her own contents (e.g. documents) to his/her private dossier. With the dossier, the user is digitally accompanied and receives valuable assistance that makes the purchase of a Real Estate easier. For example, the user can see at any time which pending matters and documents are still outstanding for a successful purchase.

For the financing of a Real Estate, Liiva can inform the user about offers of its cooperation partners, namely Raiffeisen Schweiz Genossenschaft and/or Schweizerische Mobiliar Versicherungsgesellschaft AG and arrange the contact in case of interest.

#### *"Own, modernise & maintain"*

The modernisation planner provides the user with an actual analysis of the condition of his/her Real Estate and allows the planning of the future modernization of the Real Estate on the timeline and by building parts.

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<sup>1</sup> All references to persons in these GTC refer to both genders.

In the private homeowner cockpit, the user has access to the most important information about his/her Real Estate. He/she can upload and categorise documents for quick retrieval.

### *Further Services*

Liiva can adapt its Services at any time, i.e. reduce or expand them. The aim is to continuously expand the range of Services in order to support all the user's needs in connection with the search, purchase, management and sale of Real Estate. The user has no claim to the availability of certain Services.

### **3. Registration and user account**

In principle, the user can use the Platform both with and without registration. However, certain Services can only be used with prior registration of the user. A corresponding overview can be found on the Platform at [ww.liiva.ch/en/services](http://ww.liiva.ch/en/services).

Registration takes place through the creation of a user account and is reserved exclusively for natural persons with unlimited capacity who are resident in Switzerland. There is no entitlement to registration. Liiva can refuse registration without giving reasons.

The user must provide the information requested during registration completely and correctly and keep this information up to date in the user account even after registration has taken place. Liiva reserves the right to verify the identity of the user.

The user is obliged to keep the login information for his/her user account (in particular the password) secret and to report any access by unauthorised persons to Liiva immediately. The user account is personal and cannot be transferred to a third party.

### **4. Use of the Platform**

The user may use the Platform or the Services exclusively for private purposes. The user is prohibited from using the information and content made available to him/her via the Platform directly or indirectly for commercial purposes (in particular for competitive purposes);

Within the scope of use, the user must in particular ensure and is responsible for ensuring that the information and other content (incl. documents) transmitted by him/her to Liiva or posted by him/her on the Platform are complete, up-to-date and correct as well as lawful, i.e. in particular do not violate any laws or rights of third parties.

The user is prohibited from blocking, modifying or otherwise interfering with the information and content made available to him/her via the Platform.

A breach of this regulation will result in an immediate blocking of the account or termination of the contract without notice (clause 7) and may have civil and criminal consequences.

### **5. Costs**

In principle, the user can use the Platform free of charge.

Liiva reserves the right to declare free Services subject to a charge in relation to future uses of the Platform and to introduce new Services subject to a charge. The user will be informed of the corresponding fee prior to the use of any chargeable Service.

## **6. Offers from cooperation partners**

Liiva works with Raiffeisen Schweiz Genossenschaft and Schweizerische Mobiliar Versicherungsgesellschaft AG as well as with selected architects, craftsmen and brokers (jointly "Cooperation Partners").

Liiva provides the user with information on non-binding offers from its Cooperation Partners. On the user's initiative, Liiva establishes the contact between the user and the relevant Cooperation Partner. Liiva receives remuneration from the Cooperation Partner if a business transaction is subsequently concluded between the user and the Cooperation Partner. Liiva acts as a contract broker and accordingly does not provide any (independent) advisory services to the user.

The user authorises the respective Cooperation Partner to inform Liiva at any time, by telephone, e-mail or otherwise about a possible conclusion of the contract as well as about its type and scope (esp. order volume). If the contract is not concluded, the Cooperation Partner can also inform Liiva about this. The user releases the Cooperation Partner - if and as far as necessary - from the bank customer and business secrecy.

## **7. Blocking and termination**

Liiva may take the following measures at its own and free discretion if there are indications that the user violates applicable laws, third party rights or these GTC within the scope of the use of the Platform, in particular when posting own content:

- Partial or complete deletion of content;
- Warning of the user;
- Temporary closure;
- Definitive blocking (= termination without notice).

The user has no claim to restoration of content and/or the blocked account.

The user may terminate this contract at any time without notice by deleting his/her user account.

Liiva may terminate this contract at any time with 20 days' notice to the end of any month. The right to temporary or definitive blocking remains unaffected by this.

If the user has been temporarily or permanently blocked or the contract has been terminated by Liiva, the user may no longer use the Platform with other accounts or register again.

After the deletion of the user account or termination of the contract, Liiva is in principle not obliged to continue to store the information and other content (incl. documents) transmitted by the user to Liiva or posted by him/her on the Platform. If necessary, the user must ensure that he/she saves his/her information and contents in good time on a storage medium outside the Platform. Liiva is not liable for any loss of data.

## **8. Exclusion of warranty and liability; indemnification**

Liiva provides the user with information on real estate including macro locations and municipalities as well as information on offers of its Cooperation Partners. Liiva receives this information from third parties (third-party platforms, data suppliers and Cooperation

Partners). Although Liiva endeavours to ensure the completeness, accuracy and up-to-dateness of the corresponding information by carefully selecting these third parties, Liiva does not provide any assurances or guarantees in this respect.

Liiva does not assume any guarantee for contracts between the user and a Cooperation Partner that come into being as a result of contact mediation by Liiva. Such contracts are concluded exclusively between the user and the Cooperation Partner. In particular, Liiva assumes no liability or guarantee for the completeness, correctness and up-to-dateness of the information published on the Platform and is in no way responsible for the initiation and execution of such contracts.

Liiva does not provide archiving services. Accordingly, the user is responsible for additionally archiving the information and other content stored on the Platform on a storage medium independent of Liiva. Liiva is in no way liable for any loss of data.

In general, Liiva is liable - to the extent permitted by law - exclusively for intent and gross negligence and in no case for indirect or consequential damages (including loss of profit).

The user shall indemnify Liiva against all claims asserted against Liiva by other users, Cooperation Partners or other third parties, whether for infringement of their rights by content posted by the user on the Platform or due to the user's other use of the Platform.

## **9. Electronic data interchange**

Liiva is authorised to communicate via electronic channels (e.g. e-mail, SMS etc.) to the addresses provided by the user. Liiva can transmit the data received from the user electronically. Electronic communication channels are generally not secured against access by unauthorised third parties and therefore involve corresponding risks such as lack of confidentiality, manipulation of content and sender data, misdirection, delay, viruses, etc. Liiva accepts no liability for damage caused by the use of electronic channels. Liiva rejects any liability for damages in connection with electronic communication as far as no misconduct is involved.

## **10. General terms and conditions of third parties**

Certain parts of the Platform are provided by third parties. Unless otherwise agreed, the terms and conditions of the respective third party provider apply to the use of these parts. Liiva does not assume any liability and/or warranty in this respect.

## **11. Intellectual property rights**

All rights to content on the Platform, in particular copyright and trademark rights, are the property of Liiva or third parties who have granted Liiva the corresponding rights of use.

If and to the extent that the use of the Platform requires the granting of rights of use to intellectual property, in particular copyrights or trademark rights of Liiva to the user, these are granted to the user non-exclusively, non-transferable and to the required extent by Liiva for the duration of this contract. The rights of use granted to the User are personal and non-transferable and expire automatically and irrevocably upon termination of this contract.

Information and other content which the user transmits to Liiva or posts on the Platform must not infringe any rights, in particular no rights of third parties such as personal rights or

intellectual property rights. The user may only transmit information and other content to Liiva of which he/she is the owner or the use of which the rights holder has agreed.

## **12. Data protection**

The processing of personal data is governed by the provisions in the Privacy Policy.

## **13. Final provisions**

### *Prohibition of set-off and transfer*

The user is not entitled to set off his/her own claims against Liiva against any claims of Liiva and may only transfer rights and claims from the contractual relationship in whole or in part to a third party with the prior written consent of Liiva. The user acknowledges that Liiva is entitled to both a right of set-off and a right of transfer.

### *Severability clause*

Should any provision of these GTC be or become void or ineffective in whole or in part, the remaining provisions shall remain unaffected thereby and the parties undertake to agree on a provision as a substitute for the ineffective provision which comes as close as possible to it in economic terms.

### *Subject to adjustment*

Liiva may notify the user of adjustments to these GTC in writing (e.g. by e-mail) at any time. If the user does not agree with the changes, he/she can terminate the contract free of charge and within the specified period (section 7). If the user does not terminate the contract within 20 days of the announcement, the adjustments are deemed to be accepted and come into force without further ado.

### *Jurisdiction and applicable law*

The courts of Zurich shall have jurisdiction over any disputes arising from this contractual relationship, subject to any mandatory statutory jurisdiction. The contractual relationship is subject to Swiss substantive law.

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