

General terms and conditions

1. Applicability

The advertisement terms regulate the contractual relations between the advertiser respectively the advertisement agents she/he hired („advertisement agents“) and unless anything else has been agreed upon in writing. Insofar these terms do not contain any differing specifications the regulations on the contract of services are to be applied for this contractual relationship (Art. 363 ff. OR).

2. Advertisements, modifications and ceasing contract

Inserting of advertisement must be conducted via electronic order forms in SWISS BASE. Advertisements are to be modified and withdrawn via a SWISS BASE contact form. SWISS BASE is not to be made accountable for any errors originating from electronic transmissions.

SWISS BASE does not tolerate illegal contents within its websites and adheres thereby to the following official regulations:

- Depiction of violence in the sense of Art. 135 of the Swiss Criminal Code
- Pornographic publications, images and presentations in the sense of Art. 197 no. 1 and 3 of the criminal code.
- Discrimination of races in the sense of Art. 261 of the CC
- Calling for violence in the sense of Art. 259 CC.
- Instructions or incitement to indictable bearings or any encouragement of those
- Illegal gambling (particularly in the sense of the lottery law)
- Information offending copyrights or other intellectual property rights

Should SWISS BASE be the one to ascertain abusing usage of its services or will it get notified on illegal contents by external locations it reserves the right of immediate deletion of those contents from its database without explanation. SWISS BASE bases in this case on the currently enforced regulations for the usage of its services and in the sense of that it reserves the taking of legal measures.

3. Requests for editing and placing

Requests for editing and placing will be considered non-committal. Due to technical reasons we must reserve the displacement of advertisements without inquiring the advertiser resp. the advertisement agents.

Competitive exemption is not possible.

4. Publication of advertisements

SWISS BASE reserves at any time to demand modifications of advertisement contents or to refuse, modify or withdraw advertisements without explanation of reasons.

Privacy policy. SWISS BASE commits itself to comply with the data protection regulations; however it might not guarantee full discretion, integrity, authenticity and availability of personal data. The advertiser resp. the advertisement agent takes the notice of personal data being available in states not enforcing Swiss-like privacy protection regulations. The advertiser resp. the advertisement agent agrees thereby that advertisements uploaded or published in any other way by SWISS BASE are not available to third parties. The advertiser resp. the advertisement agent prohibits the taking over of advertisements on to online services



by third parties and entitles SWISS BASE to prohibit any mannered utilization and modification of those advertisements by appropriate measures.

Appropriation order: the advertiser agrees to SWISS BASE using her/his personal data for promotion purposes.

5. Accountability

SWISS BASE is not to be made accountable for the published information. SWISS BASE particularly refuses any responsibility for this information or any damage which may result from retrieval, access or usage of this information. The retrieval and usage of such information and contents take place exclusively on the users' own risk. SWISS BASE particularly does not assume guarantees for the offered information, goods and services as well as for contracts arising as a result, particularly purchase, labor or lease contracts.

SWISS BASE is not responsible for internet misuse and thereof arising damage to the user – particularly by viruses or other damaging elements – by third parties, for security deficiencies and malfunctioning telecommunications networks operated by third parties and the internet as well as for interruptions of operation and disturbances within the online marketplace and/or by third party applications.

Also see Disclaimer

The advertiser is responsible for the content of the advertisement. She/he is obligated to adhere to relevant terms and regulations of the branch and dispenses SWISS BASE, its organs and auxiliary personnel from any third party claims. Should SWISS BASE be arraigned so is the advertiser obliged to attend the trial right after promulgation. The advertiser is in any case obliged to absorb all legal and non-legal costs being in connection with the claims of third parties.

6. Applicable law

SWISS BASE administers the website in Switzerland. The usage of the information and contents offered on SWISS BASE is subject to the Swiss law. Exclusive place of jurisdiction lies within the SWISS BASE headquarters. SWISS BASE may however conduct the trial with the user at any other valid place of jurisdiction.

With the usage of the SWISS BASE Website the user accepts the above-mentioned place of jurisdiction unconditionally and renounces any right of objection.

7. Ineffectual regulations

Should particular regulations of these terms and conditions be ineffective so does the contract not expire and the effectiveness of all other regulations remains intact

This is an English translation of the German general terms and conditions. In case of any translation differences the German general terms and conditions will overrule the English version.

SWISS BASE Philippe Blättler, Bergdietikon, Juli 2008