

General Terms and Conditions

1. Scope of services

Under the 'ImmoDataCockpit' label, ImmoCompass AG provides specific property information that can be accessed via the Internet. The same information can also be obtained via Excel or purchased directly. The information recipients receive the corresponding query authorisations in accordance with the subscription as described on www.immodatacockpit.ch or in accordance with a separate agreement. ImmoCompass AG endeavours to maintain the status of the current services and strives to continuously adapt them to the latest technical developments, develop them further and expand the basic data.

2. Benefit receipt

With an individual login, e-mail and password, the information recipients receive access to the agreed information over the agreed period, to the agreed modules or to the agreed number of queries. The queries are recorded over the agreed period and can be transferred to the systems of the information recipients. The information recipient may use and interpret the information, stating the source. The information recipients undertake to keep the personal password for the ImmoDataCockpit secret and to protect it against misuse by unauthorised persons. The information recipients shall bear all consequences arising from any misuse of the login data. The login can be changed and protected by the user himself.

3. Quality and availability

Although the publisher pays the utmost attention to data quality and systematically checks, supplements and filters the market information for completeness, plausibility and duplicate entries using random samples, it cannot guarantee the accuracy or completeness of its own data or third-party data. 'ImmoDataCockpit' is generally available at all times, but no guarantee can be given in this respect. ImmoCompass AG reserves the right to interrupt the use of the system for maintenance work, data updates etc., whereby it provides for times from Monday to Friday between 23:00 and 06:00 and Saturday and Sunday all day. ImmoCompass AG has no influence on the availability of the Internet or on technical problems on the computer of the information recipient.

4. Commencement and expiry of the licence agreement

The user agreement is regulated in the subscription or a separate agreement. It begins with the activation of the information recipient's user account after ordering a subscription or signing the separate agreement. The subscription or the separate agreement regulates the specified period, the number of queries, the region and the modules booked. A confirmation is recorded either in an e-mail, a letter or a separate agreement. Early cancellations or refunds of unused queries are excluded.

If a subscription is not cancelled one month before it expires, it is automatically extended by one month in the case of a monthly subscription or by one year in the case of an annual subscription in accordance with the previous terms and conditions. A subscription can be cancelled or adjusted by either party with a notice period of one month before its automatic renewal. The change must be made in writing, by e-mail or letter. Reasons for a possible price increase are essentially product extensions or the adjustment to economic inflation.

5. Disclaimer

ImmoCompass AG accepts no liability whatsoever for direct or indirect damage resulting from the use of the information system or the use of the information. The information has been carefully compiled to the best of our knowledge.

Nevertheless, ImmoCompass AG cannot guarantee its accuracy. The interpretation of the information is the responsibility of the information recipient. Liability is limited in total to the amount of the fee owed in accordance with the agreement. This limitation applies to any type of damage, regardless of the legal basis.

6. Applicable law and place of jurisdiction

The agreement concluded between the parties shall be governed exclusively by Swiss law. Unless the present agreements provide otherwise, the provisions of Art. 394 et seq. of the Swiss Code of Obligations on simple contracts shall apply. The exclusive place of jurisdiction is Zurich (Switzerland).

Zürich 2024

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