

Spacewise Conditions of use

The website <https://popup-space.post.ch> (hereinafter the “website”) is operated as a service on behalf of Post CH Network Ltd (hereinafter “Swiss Post”) and is the property of Spacewise Ltd (“Spacewise”, “us” or “we”). This service consists of an online platform and enables Swiss Post to advertise real estate and, using the online tools provided, to directly book spaces with users (defined below) (“service”).

1. Acceptance and scope of Conditions of use	1
2. Platform	2
3. Authorization and accounts:	2
4. Your content	3
6. Changes and cancellation by the users or Spacewise	4
7. Limitation of liability	4
8. Exemption and indemnification	5
9. Data protection	6
10. Termination	6
11. Invalidation	6
12. Transfer	6
13. Applicable law and place of jurisdiction	7
14. Questions	7

1. Acceptance and scope of Conditions of use

These Conditions of use apply for users and registered users who wish to book rental properties from Swiss Post on our website (“users”). By using our website, you accept these conditions. We can change these at any time, and your use after any changes means your approval. The use of our website as a user is free of charge, but costs can be incurred according to the fees of Spacewise described in these conditions.

2. Platform

2.1 The website is only a platform which enables you and other users (in other words, Swiss Post and users) to contact each other and to conclude rental agreements with regard to the real estate advertised on the website. Spacewise itself is not a contracting party of such a rental agreement and does not act as a contracting authorized agent or representative of Swiss Post and rejects any liability arising from or in conjunction with such transactions to the greatest possible extent permitted by law.

2.2. The booking of space is only binding between Swiss Post and users, who are both responsible exclusively and unrestrictedly for their implementation.

3. Authorization and accounts:

3.1 When you create an account, you confirm that you are at least 18 years old and are providing correct information. You can act on behalf of an organization if you are authorized to do so.

3.2 As a registered user, you have access to the service and functions we offer. We can change the service and introduce fees which you will be informed about.

3.3 As a registered user, you further agree to update your personal data (as defined in the privacy policy) as necessary.

3.4 We can contact you by e-mail or phone to inform you of important information regarding your account. You can unsubscribe from these messages.

3.5 You will receive a licence to use the website according to these Conditions of use, to research real estate and to make requests.

3.6 Any other use of the website without our written permission is prohibited. You may not copy or duplicate the website or use it in any other way. Exceptions apply for search engines and non-commercial archives.

3.7 Your account can be terminated immediately if you provide incorrect information, publish inappropriate information, breach our guidelines or send spam. We can use anti-spam technologies to block spam messages.

4. Your content

4.1 By “content” we mean texts, photos, videos, files, evaluations, posts, messages, sounds and other materials.

4.2 You are solely responsible for the content you provide on the website. We only function as an intermediary for the publication of your postings and reserve the right to take measures if postings can cause legal problems.

4.3 By uploading contents to the website, you grant us a licence to use these contents according to these Conditions of use, to adjust, distribute and promote them. You assure us that you are authorized to assign this licence.

4.4 We do not accept any liability for the uploaded and published content, including copyright infringements, defamations of character or data protection violations. We do not check the content and do not accept any obligation for checks or updates.

4.5 We can edit or remove contents at our own discretion. If your content causes damage to Spacewise, you will be liable, unless it involves wilful misconduct by Spacewise.

5. Booking

5.1 Interested persons can make bookings via the website by completing the booking form and clicking the confirmation button or the booking link. Errors can no longer be corrected after clicking. If you do not wish to continue the booking, close the window.

5.2 We will inform Swiss Post immediately about your booking request, and it has 7 days' time to accept or reject it. If it is accepted, you will receive a booking confirmation with the contact data of Swiss Post, and the payment will be made after receipt of the booking confirmation.

5.3 Communication related to the booking is made directly between you and Swiss Post via the website, supported by our service.

5.4 With the booking confirmation, you conclude a contract directly with Swiss Post. You can also view the booking confirmation on your account.

5.5 You must pay the entire rental price to Swiss Post if the booking is accepted by Swiss Post according to the agreed conditions. We will request payment details from you and will authorize the total price of your booking request.

5.6 Money that we receive from users for bookings will be retained by us to transfer it to Swiss Post minus our fees.

4. Payment

5.1 As a user, you declare that you agree to pay the fees listed in Swiss Post's advertisement when you book real estate through our website. These fees include the rent, running costs (at the discretion of Swiss Post), taxes and value added tax ("landlord's fee").

5.2 After confirmation of your booking request by Swiss Post, we will collect the landlord's fee from you. You grant us permission to debit your payment method for the payment.

5.3 The prices specified on the website are in Swiss francs.

5.4 Payment on the website shall be made by the accepted payment methods, including debit and credit cards, in Swiss francs.

5.5 We will transfer the payment to Swiss Post according to our agreement with Swiss Post.

5.6 Spacewise is not responsible for the processing or settlement of claims relating to the landlord's fee.

6. Changes and cancellation by the users or Spacewise

6.1 Users must inform Swiss Post of changes to bookings and must accept any additional fees for this according to the booking conditions of Swiss Post. You can cancel bookings in your account; however, payments of refunds due will be deducted and transferred to Swiss Post in accordance with the cancellation conditions. In addition, a non-refundable administration fee of 5% of the booking amount plus value added tax will be deducted from these payments.

6.2 For security reasons or for the purpose of fraud prevention or for other appropriate reasons, we retain the right to cancel bookings at any time. In such cases, the cancellation conditions do not apply and the landlord does not receive any payment for the cancelled booking and, if applicable, complete reimbursement will be made to the payment method used for the booking.

7. Limitation of liability

The limitation of liability defined in Section 7 (i) applies for users domiciled in Germany and Austria.

(i) In the case of slightly negligent breach of a contractual obligation – or “cardinal obligations” – Spacewise’s liability is restricted to the amount of the damage typically foreseeable at the time of conclusion of the contract. Contractual obligations (or “cardinal obligations”) are those obligations which place the user in the exact legal position to which it is entitled in accordance with the content and purpose of the contractual provisions, as well as the obligations which must be fulfilled for the proper implementation of the contract, and the complete fulfilment of which the user normally relies on and is entitled to rely on.

Spacewise does not accept any liability for the slightly negligent breach of obligations other than those mentioned above. Furthermore, legal claims for damages by the user remain unaffected unless they are restricted by a contractual provision agreed individually between the parties. The above-mentioned limitation of liability does not apply in cases of mandatory statutory liability (in particular under the provisions of product liability law), the fraudulent concealment of a defect, the acceptance of a guarantee or culpable bodily harm by Spacewise.

The user undertakes to take appropriate measures to prevent and limit damage to a minimum.

The limitation of liability defined in Section 7 (ii) applies for users domiciled in countries other than Germany and Austria.

(ii) The content and all other materials published on the website are provided with regard to their accuracy without guarantee, assurance of a characteristic or warranty. To the extent permitted by law, we hereby exclude the following: (a) all essential contractual provisions, guarantees and other provisions which are otherwise implicitly included by law, customary law or equity; and (b) any liability for possible direct, indirect or consequential damage or losses incurred to a user in connection with the website, any associated websites and any contents or other information published there, including loss of income or incomings, loss of business, loss of profits or lost contracts, loss of expected savings, loss of data, loss of goodwill, regardless of their origin, whether as a result of unlawful acts (including negligence), breach of contract or otherwise, even if this was foreseeable.

This does not affect either our liability in the case of death or physical injury, caused by our negligence, or our liability for knowingly false statements or any other liability which cannot be excluded or restricted according to applicable law. Although these Conditions of use request the users to provide correct information, we do not attempt to confirm an alleged identity of the user, neither do we confirm this. You are responsible for defining the identity and suitability of others who you contact through the website. We do not accept any liability for any damage or disadvantages which result from your interaction with Swiss Post.

8. Exemption and indemnification

8.1 With the use of the website and/or the services, you declare that you are in agreement that all legal remedies or liability obligations which you attempt to attain with regard to the actions or

omissions of other users or other third parties will be limited to a claim against the respective user or the users or other third parties who have caused you damage, to the extent permitted by law and to the exclusion of Spacewise.

8.2 You will indemnify Spacewise and its senior staff, employees, representatives, agents, subsidiaries and legal successors from any liability claims, damage claims, losses, expenses, entitlements or costs (including appropriate lawyer's fees and costs), which Spacewise had to raise from or in connection with the following: (a) violation of the rights of third parties with or as a result of your content; (b) any damage, loss, expenses, claims or other costs incurred by a user in connection with the content or the rental of real estate which Swiss Post offers or you book through our website; or (c) violation of account restrictions or section 4 (your content).

9. Data protection

The protection of your personal data is very important to us. By accepting this agreement, you expressly agree that certain information of your personal data (as defined in our statement on data protection and cookies) is disclosed to us and to other users as described in our statement on data protection and cookies, which is incorporated by reference into these Conditions of use.

10. Termination

If you substantially violate these Conditions of use or the booking conditions, including fraud committed by you, we can, at any time and at our own discretion and without any liability to you (a) cancel your access to our website, (b) deactivate or delete any of your accounts and all the associated information and files in these accounts as well as your post and (c) block your access to these files or service.

11. Invalidity

If a responsible court or a responsible authority finds one of the provisions or a part of a provision of these Conditions of use to be illegal, otherwise invalid or unenforceable for any reason, this provision or this part of a provision in these Conditions of use should be removed and the remaining provisions of these Conditions of use should remain in force in such a manner as if the infringing provision or part of a provision had never been agreed.

12. Transfer

You may not transfer your rights and obligations from these Conditions of use without our prior written consent. We may not transfer our rights and obligations without your prior written consent.

13. Applicable law and place of jurisdiction

These Conditions of use and all matters arising from or in connection with these Conditions of use are subject to Swiss law. The place of jurisdiction is Zurich.

14. Questions

If you have any questions in connection with these Conditions of use, you can contact Spacewise.

Last updated: 15 November 2023

© Spacewise Ltd.