



Allthings

End User Licence Agreement (EULA)

Allthings, version: September 2016

**Allthings Technologies AG
Lange Gasse 8 – 4052 Basel – Switzerland**

Welcome.

Dear User, you are cordially invited to use the information and services (hereafter "services") provided by Allthings Technologies AG, Lange Gasse 8, 4052 Basel, Switzerland (hereafter "Allthings").

The services are provided in the form of software, such as application, Web application, or micro application (a small functional unit that can be added to an application / Web application). They relate to a geographic location, such as a district, office building, residential estate, property or rental unit/apartment, and the aim is to simplify or improve life at this location or in this building. The services may take very different forms here: for example, they may allow you to obtain local services or local information. They may include processes that help to repair damages, or allow you to discuss or share information with other users at the same location.

The use of the services requires that you agree with the following end user licence agreement (hereafter "EULA"). Please read this EULA through carefully.

1 Parties, subject and scope

Contract parties

This EULA represents a contract between you and Allthings. It specifies certain rights and responsibilities when using the services. You will find below the rights and obligations of Allthings explained in detail.

Other parties

The services are generally provided by Allthings. Some of the services may also be offered to you by third parties in agreement with Allthings. Such third parties may be, for example, providers or managers of property / rental units/apartments (such as property owners or property managers), providers of services relating to property / locations (such as household insurance or local service providers) or providers of software applications (such as providers of building visualisation software or providers of social networks) (hereafter referred to overall as "partners"). The partners of Allthings can set up their own additional terms and conditions for the use of these services. If this is the case, Allthings displays this to you in advance and also indicates that these terms and conditions apply as an addition to the EULA from Allthings.

Modifications to the EULA

Allthings can change the EULA at any time as required. The modifications will take effect when they are placed on our website, or Allthings will let you know in another way. Please regularly check for changes to the EULA on the website. By registering, you confirm your acceptance of the EULA again each time.

2 Right to user content

You retain all rights to your data

The copyright and all other rights to personal data, information, texts, software, music, audio files, photos, graphics, videos or other materials (hereinafter known collectively as "data") that you already hold, publish or report before you submit them to our platform, remain yours.

You grant Allthings certain rights to your data

Allthings must obtain certain rights to your data from you, so that the processing, maintenance, storage, technical reproduction, backup and related procedures (hereinafter summarised as "processing") do not breach applicable copyright and other legal provisions.

With your acceptance of this EULA, you agree that you are providing a free, irrevocable licence that is valid worldwide for the hosting and processing of data provided by you through our Allthings platform. Your licence granted to Allthings also applies to data that are transmitted via a service from a partner to our platform. You entitle Allthings, in particular:

1. To maintain your data in accordance with the Allthings data protection policy,
2. To display, process and forward your data to you and persons, organisations or groups authorised by you,
3. To change your data for technical purposes (e.g. to ensure that the content can be displayed on smartphones and computers),
4. To be able to analyse, summarise and evaluate your data in an anonymised form that cannot be tracked.

You also agree that Allthings is entitled, at its sole discretion, not to accept, post, store, display, publish, transmit or delete data.

You grant certain rights to your data to Allthings partners where appropriate

If you want to obtain services from partners or run applications from partners, the partners must receive certain rights to your data (e.g. access to inventory data or content data), to enable the provision of the service (e.g. use of an existing Facebook account for registration, contact for troubleshooting, or taking out insurance). Any contracts through the use of such services by partners are entered into solely between you and the partners. By agreeing to the terms and conditions of use from the partner, you grant the partner the corresponding licence rights to your data. Take care when proceeding in the selection of such applications and the granting of permits. The terms and conditions of the partner define what rights to your data you are providing. You can refer to the respective data protection policy of the relevant partner guidelines on the type of data collection, processing and use of these services. Allthings will not pass your information to partners or third parties without your express consent or legal permission.

3 Data protection declaration

Allthings places great importance on the confidentiality of your personal information and the data you store on our platform. Operating the services entails collection, processing and use of your personal data. This may be data that you deploy in your use of the services themselves and make available to other users and/or the general public online, as well as data with that you register or you use to register yourself or which arises with the use of services. Allthings partly collects, processes and uses such data for its own purposes in the context of this data protection policy and in compliance with all legal requirements. Allthings attaches the greatest importance to data protection and data security. This data protection policy presents how Allthings uses your data and how you can protect your privacy.

What data are collected, processed and used?

The following presents the personal data that Allthings collects and processes; the list of data is not final:

1. Data that you provide to us upon registration or when activating additional services (inventory data), such as:
 - First name and surname,
 - E-mail address where you can be contacted,
 - Password for later use of the services,
 - If necessary, other authentication information (e.g. user name, profile picture, birthday, country, residential address, mobile phone number or other).
2. Data we may obtain about you through the use of services from Allthings (usage data).
 - Data from your computer or your mobile device (operating system, hardware model),
 - Report data (IP address, system activity, browser characteristics),
 - Location data,
 - Cookies,
 - The gipp functions you use,
 - Information on Web analysis tools.
3. Data that you set up voluntarily when using services from us (content data). Content data are, for example:
 - Data about things, services used and required and the content deposited in this, which you add to your account.
 - Contact, groups and authorisation settings,
 - In the personal field, data such as texts, publications, photos, etc.
 - Data you have made available in places other than the services, such as news, comments, etc.

For what purposes do we collect, process or use your data?

We use your inventory data exclusively to maintain your use of the services and manage your account, if necessary, or to raise bills and be able to contact you reliably as required. We use your e-

mail address to inform you about your account matters and to inform you of news about changes and enhancements to the services and the range from Allthings, and/or to issue notifications by the platform, if you have not unsubscribed from receiving such information.

We deploy usage data, which we collect in the context of your use of our services and the insights gained from it regarding how you use the platform, to provide, maintain, protect and improve services and offers. Moreover, we also use this to provide services, protect Allthings and its users and offer you content that is precisely tailored to you. For example, we can suggest services suited to your location or display local relevant information.

Content data with which you make information about yourself available, your personal interests and other personal circumstances, are passed from you to Allthings as the technical operator. Allthings provides the content data compiled on you technically to the designated places for the users authorised by you. For this content data it depends on you whether and which data you specify and to which circle of users you want to make this data visible. Allthings only protects these data technically. Therefore, you should take care when issuing these data, and protect yourself through conscious handling of the content data. We reserve the right to match content data published by you with the published data of other users, to facilitate the networking of data and people to services, and to make interesting suggestions and help you with the search for relevant offers and contributions.

Data storage and processing

Allthings can save and process your data in various countries worldwide and and/or process your data on another server abroad, provided this is permitted according to the applicable data protection laws, or if you have agreed to it.

Under what conditions are personal data disclosed?

Personal data or content data created by you are only disclosed under the following conditions:

- Allthings has your express authorisation in the context of the EULA from Allthings or in the context of the usage conditions of partners, to release this data.
- We believe this is necessary in order to investigate, prevent or resort to countermeasures with regard to possible breaches of the EULA, illegal trading, possible fraud or potential harm to people, property or the system on which we operate the service to prevent considerable damages to Allthings or third parties.
- On the basis of these legal provisions to protect rights, property or the personal safety of Allthings, our users and other third parties, as well as judicial orders or other legal proceedings.
- If it is necessary and permissible under the applicable law in connection with the sale or restructuring of our company, or if you have agreed.

Data security

We strive to protect Allthings and the users from unauthorised access to the data stored by us, or this being changed, passed on or destroyed. To ensure this objective, we use a variety of technical

and organisational security measures, which you can currently view here:

https://docs.allthings.me/Security_Standards_EN.pdf

Links to other websites

Allthings websites may contain links to websites and offers from other providers not affiliated with Allthings. As soon as you click on such a link, Allthings no longer has any influence on the processing of any personal details transferred by clicking on third party sites, as the behaviour of third parties is not in the control and influence of Allthings. Such processing of personal data by third parties does not therefore come under the responsibility of Allthings.

Revocation, disclosure and deletion of your data

You have the right to revoke your consent to the storage of your personal data or to request the correction of such data at any time, or you are entitled to request this data. You are also entitled to revoke your consent to the collection and storage of further voluntary data by Allthings. In this case, please e-mail: app.team@allthings.me.

In the event of the revocation of the storage, processing and use of your personal data, we will immediately delete the stored data in question. Please note that we can no longer offer our services in this case. Despite withdrawal or wholly or partly withdrawn declaration of consent, data processing and use without your consent, however, can be carried out in legally permissible areas, particularly due to legal archiving requirements.

You have a right to free information, correction, blocking or deletion of your data saved by Allthings at any time. In this case, please e-mail: app.team@allthings.me.

Data Allthings requires for the processing of pending tasks from the contractual relationship (for example, for billing purposes or to enforce its rights and claims) or data required to be kept due to legal obligations are excluded from deletion. However, this data will be blocked.

4 Use of services

Your rights to use the services

There is no entitlement to registration, membership and use of the services. Allthings is free to refuse registration, exclude a member, or prohibit use. In the event of successfully opening an account, you obtain a licence that can be revoked at any time, which is non-exclusive and non-transferable, for using the services of Allthings for your own personal purposes. The use of the services for commercial purposes is prohibited unless you have received the express permission of Allthings. The existing intellectual property and copyrights for the services remain with Allthings or their respective partners.

Creating / registering an account

You must register to use the services, and Allthings creates an account for you. To do this you must provide your full name (first name and surname) as a user name, as well as a valid e-mail address, or you can register via a service such as Facebook or Google +. Fictional user names are not allowed. We suggest a password for you and recommend that you change this immediately and use an individual password and not an obvious one, or one you already use for other services. You are responsible for all activities that occur under your account. If you discover or suspect any unauthorised use of your account information you should immediately change your password and notify our customer service team straight away.

Services / micro-apps that are only accessible to a limited group of users

Immediately after registration or later, Allthings may also give you the option of using services / micro-apps that are only accessible to a limited group of users. For example, it may be the case that only residents of a certain property can use the associated services / micro-apps. Or it is possible that the services / micro-apps can only be used by employees of a certain company. If this is the case then you have to receive a one-off activation for these services / micro-apps from the parties responsible – for example, from the management of the property or the human resources department of the company – before you can use them. You lose your access rights to these services when you move out of the property or leave the company. By using these services you accept that the parties responsible can register the date you move out of the property or leave the company on the Allthings platform, and in this way your access to these services is automatically blocked. If this is the case, however, your account remains in existence in the event that you still wish to access the services of Allthings at another property. If you would like to close your account or to have your data deleted, please contact app.team@allthings.me.

Services/micro-apps with additional terms and conditions of use

Allthings can allow you immediately at registration or later to use services / micro-apps of Allthings or partners of Allthings underlying additional terms and conditions of use. If you want to use a service with additional licence agreements of Allthings (referred to in short as “ALA”) or with additional terms and conditions of use of a partner of Allthings, then you will be made aware of this fact before activation and your consent will be sought.

Rules for the use of the services

Following your registration, a set of services/micro-apps is available to you. We hope that all users of these services adhere to the following rules for the use of the services, but we should point out that you could be exposed to abusive, offensive or questionable content during use despite these rules. We assume that you understand this and that you use the services at your own risk. Please contact us, should you encounter unsuitable content. You exempt Allthings from all claims by third parties that might be made against Allthings due to a breach of the law that is your fault, particularly from such claims by third parties relating to a breach of your obligation according to point 4 of this EULA document, “Use of services” or point 5, “Special rules for the use of micro-apps”.

You declare your agreement not to use the services in a way that breaches any applicable laws, regulations in force, or this EULA. This includes among other things:

1. You do not use the services for illegal activities or for promoting illegal activities. This includes behaviour that could lead to a criminal or civil liability in accordance with local, national, federal or foreign law.
2. You do not breach the rights of others. You do not share, publish and reproduce any content:
 - that is not legally in your possession and which may be protected by copyright or other proprietary rights, if there is no approval from the author or the holder of the intellectual property rights,
 - that falsely presents you or your qualifications,
 - that would constitute a violation of the privacy of a person, including the setting of images of children or any other third party without their consent (or in the case of minors, the consent of a parent)
3. You do not harass other users. You do not use the services unlawfully, fraudulently, libellously, in a defamatory, obscene, pornographic, profane, threatening, offensive, inflammatory, harassing, inappropriate or dubious manner, or upload, publish or otherwise transmit messages of any kind. Nor may you upload, publish or otherwise transmit any unsolicited or unauthorised advertising or promotional support materials.
4. You do not manipulate the services nor use the services to circulate viruses, Trojan horses, worms or other destructive or harmful software (malware) or programs that are designed to access the functionality of computers.
5. You do not attempt to copy or sell on our services. You do not reproduce, copy, deconstruct, sell and trade using the software or reverse engineer it. You do not grant any third party access to the software or part of the software,
6. You do not attempt to illegally extend the scope of the permitted use of services.
7. If you breach one of the provisions of this EULA, Allthings can:
 - Terminate this contract,
 - Revoke the usage licence for services at the discretion of Allthings,
 - Delete your account,
 - Partially modify your visible content,
 - Partly delete your visible content,
 - Sue you for damages and compensation

Termination of the use of the services

This EULA and the use of the services will be terminated by closing your account on our platform. You can close your account on our platform at any time, for any reason (or no reason). To do this, please send us a message at app.team@allthings.me. Allthings can also close your user account at any time and without reason, or restrict your access to the services completely or partially, or otherwise limit this.

5 Special rules for the use of individual micro-apps

The following rules apply to individual micro-apps and gain validity in addition to point 4 with the use of the respective micro-app.

Rules for the use of the “Pinnwand” (pinboard) micro-app

This micro-app is a communications function within the community. This micro-app may also have another description, such as “News”, “Newsstream” or “Community”.

If activated, the “Pinnwand” micro-app gives you the option of communicating with other users in the community, creating your own posts and commenting on or liking posts. The community is formed by people registered at Allthings, who live or work in the property (or the estate to which the property belongs). If the community is extended or reduced, for example because your community is associated with the community of another estate or a new building is constructed on your estate, you will be informed in advance. Local partners to the property (i.e. managers / owners of the property as well as local providers, such as for example, a café nearby) can also apply for access to the “Pinnwand” and read and comment on entries you have made. We at Allthings also have access to the community.

If you use “Pinnwand”, you entitle us to display your content data that you publish on “Pinnwand” to other “Pinnwand” users. Messages are posted under your user name and profile image if you have provided such. Your e-mail address or other inventory data is thereby not visible.

By using “Pinnwand” you agree to the following rules of participation.

- By private for private: Write as private individual: no spam, no offers from companies. If you want to communicate in the name of an organisation or a company, ask for local partner permission (app.team@allthings.me)
- Directed to the right recipients. Check whether the post really addresses the community. Clarify what can be clarified directly between you and the other party: no service requests and no family chats.
- Friendly in tone. Ensure you remain polite in the way you write: no insults and no angry outbursts.
- Constructive in content. Select topics that help improve your neighbourhood. Nobody is interested in neighbours who see problems everywhere: no doom and gloom and no envy.
- In your name. Write using your own full name: no nicknames or pseudonyms.

If you believe a post does not belong on “Pinnwand”, you can report it as abusive by using the relevant button. If posts are reported they will be checked and removed by one of the administrators / moderators.

Rules for the use of the “Marktplatz” (marketplace) micro-app

This micro-app is a service for buying and selling things. This micro-app may also have another description, such as “Small ads” or “Blackboard”.

If activated, the “Marktplatz” micro-app offers the option of advertising things in the community defined above (see “Rules for the use of the “Pinnwand” (pin board) micro-app”) to buy as well as

contacting sellers or things via Marktplatz. Sellers and interested parties agree directly regarding conditions of sale after initial contact and without going via Allthings, and they independently organise the handing over of the item. In addition to the community, local partners to the property described above (see Rules for the use of the "Pinnwand" (pin board) micro-app) as well as our Allthings team may also be able to read entries on the Marktplatz, enter own offers or contact sellers.

If you use the marketplace as a seller, you give us permission to display your content data to other marketplace users and to forward requests from those interested to your e-mail address. If you use the marketplace as a prospective buyer, you give us permission to forward your request to the seller and to display your e-mail address registered with us on the platform for the purpose of contacting them.

By using the marketplace, you agree to abide by the following rules:

- You may not offer things for sale, which you do not own or for which you do not have the full selling rights.
- You may not offer things for sale, the offering of which violates legal requirements (such as piracy) or is contrary to morality (such as pornography).
- Allthings provides the marketplace as a technical operator only and is not responsible for the initiation, management and organisation of a sale or the transaction of money.
- Allthings assumes no guarantee that the users of the marketplace meet the expected duty of care. Allthings is in no way responsible for the initiation and the completion of risks associated with a sale and is not liable for any resulting damages.

Rules for the use of the "Leihplatz" (sharing place) micro-app

This micro-app is a service to the lending and borrowing of things. This micro-app may have also another name, such as "Sharing" or "Rental and parts".

If activated, the "Leihplatz" micro-app offers the option of offering things in the community defined above for sharing as well as contacting those who offer to share via Leihplatz. The person offering and the prospective borrower agree the sharing conditions directly after the initial contact and without the further involvement of Allthings, and they organise the delivery and return of the item independently. In addition to the community, local partners to the property described above (see Rules for the use of the "Pinnwand" (pin board) micro-app) as well as our Allthings team may also be able to read entries on the Leihplatz, enter own offers or contact the person offering.

If you are using Leihplatz as a person offering, you give us permission to display your content data to other temporary space users and to forward requests from those interested to your e-mail address. If you use Leihplatz as a prospective borrower, you give us permission to forward your request to the person offering and to display your e-mail address registered with us on the platform for the purpose of contacting them.

By using Leihplatz, you agree to abide by the following rules:

- You may not offer things for sharing which you do not own or for which you have not the full rental rights.
- You must not offer things for sharing, the offering of which violates legal requirements (such as piracy) or is contrary to morality (such as pornography).

- If you are selling things with a limited use for sharing (for example, used only for private purposes), then you are responsible for informing the borrower about this restriction of the rights.
- All property rights remain with the person offering.
- Allthings offers Leihplatz as a technical operator only and is not responsible for the initiation, processing and organisation of a sharing transaction or, if necessary, the processing of a money transaction.
- Allthings assumes no guarantee that the user of Leihplatz meets the expected duty of care.
- Allthings is in no way responsible for the initiation and completion of risks associated with sharing, and is not liable for any resulting damages.
- Allthings is not responsible for the theft, damage or loss of things that are shared via Leihplatz. Also Allthings is not responsible for enforcing any claims by users. As a borrower, you are responsible for returning borrowed items in the condition in which they were handed over to you (excluding normal wear and tear). Should damage to an item occur or an item be lost, private liability insurance covers the financial compensation. Before you actively use Leihplatz, check the validity of your private liability insurance policy with your insurance company and clarify whether there are things for which liability is excluded. Damage or losses to valuable items such as jewellery and art objects, as well as vehicles of any kind, are not usually covered by private liability insurance. We therefore recommend refraining from borrowing these kinds of items.

Rules for the use of the "Service Center" micro-app

This micro-app is a service for contacting administrators and caretakers, as well as a transparent representation of the processing of issues reported. This micro-app may have also another description, such as, for example, "Report repairs".

If activated, the 'Service Centre' micro-app offers you the option of sending requests / messages (such as complaints, inquiries regarding cleaning, enquiries concerning billing) in the form of tickets to send to those responsible (such as property managers, customer service, caretakers). Those responsible can look at these tickets, answer directly or forward for processing, for example, by issuing a relevant repair order. To provide this function, we require your permission to pass on and display persona data from you to the person responsible.

By using the "Service-Center" you agree to these terms:

- You entitle Allthings to pass on the message created in the "Service Center" to those responsible.
- You entitle Allthings to disclose the relevant data (name, e-mail address, telephone number, apartment/rental unit number, if applicable, and address, if required) that are stored on the platform.
- You entitle those responsible in the Service Center to forward your personal data (such as your telephone number and address) for the purpose of processing your tickets to third parties to find a solution, for example, to a repair service.
- Allthings provides the "Service Center" only as a technical operator and is not responsible for the subsequent processing of tickets.
- Allthings is not liable for any costs arising due to improper service requests.

Rules for the use of the "Who is Who" micro-app

This micro-app is a service that makes visible the shared profiles of users to the whole community. This micro-app may also have another name, such as "My neighbours".

If enabled, the "Who is Who" micro-app allows you to share very specific profile data for other users of the above defined community (see Rules for the use of the "Pinnwand" (pin board) micro-app) to see as well as to see data shared by other users. For example, user name, profile picture and a short description of the person can be authorised for sharing. In addition to the community, local partners to the property described above (see Rules for the use of the "Pinnwand" (pin board) micro-app) as well as our Allthings team may also be able to see shared data as well as share own profiles.

By using the "Who is Who" micro-app and authorising profile data for viewing, you give us the right to display your authorised profile data to other users of the Who-is-Who micro-app.

6 Warranty and exclusion of liability

Allthings excludes without limitation any liability for losses or damages of any kind arising from third parties or any third party in connection with the access or the use of services by Allthings, parts thereof, or from links to websites. You use the services of Allthings at your own risk. Allthings refuses in particular any warranty and guarantee for the services, and this also means guarantees that the services are suitable for a specific purpose, are available, or are of a specific quality.

7 Other conditions

Notifications by e-mail or on the website

It is possible that Allthings may be legally obliged to send messages to you. In addition, business communications, such as confirmation or provision of information on modifications to the EULA may be sent to you. You agree that such communications may be sent via e-mail or via a website supported by Allthings.

Modifications to the services

Allthings reserves the right to implement new elements as part of, or as a supplement to, Allthings services, including changes that affect the previous mode of operation of the services, at its own discretion. We may change services completely or in part or give them up completely. This refers to any aspect of the services of Allthings. Allthings also reserves the right to set limits in respect of the nature or scope of capacity related to availability, the type or size of the index or library information, the way in which you can access or distribute your content and other information without any interruption, and your continuous ability to do this, and to assess and introduce any other restrictions with or without prior notice.

Partial invalidity

Should one or several provisions of this EULA be invalid or ineffective, this does not invalidate the remaining provisions or the entire EULA. The invalid provisions will be replaced by the relevant legal regulations.

8 Applicable law

This EULA comes under the laws of Switzerland subject to the mandatory national laws on consumer protection, with the exclusion of the referral standards.

Annex

Data protection declaration for the use of Facebook plug-ins (like button)

Plug-ins for the social network, Facebook, 1601 South California Avenue, Palo Alto, CA 94304, USA, are integrated into our pages. You can recognise the Facebook plug-ins by the Facebook logo or the "like" button" on our website. You will find a summary of the Facebook plug-ins here: <http://developers.facebook.com/docs/plugins/>.

When you visit our website, a direct connection between your browser and the Facebook server is made via the plug-in. Facebook will give the information that you have visited our page using your IP address. If you click the Facebook "like" button, while you are logged in with your Facebook account, you can link the contents of our pages to your Facebook profile. Thus, Facebook can associate your user account visit to our pages. We would like to point out that as the provider of the pages we do not receive information on the content of data transmitted or its use by Facebook. You can find more information on this in the Facebook privacy policy at: <http://de-de.facebook.com/policy.php>.

If you do not want Facebook to associate visits to our pages to your Facebook account, please log out of your Facebook account.

Data protection declaration for the use of Google Analytics

Our website uses Google Analytics, a Web analysis service of Google Inc. ("Google"). Google Analytics uses so-called "cookies", text files that are stored on your computer and enable analysis of your use of the Web site. The information generated by the cookie about your use is usually transmitted to a server of Google in the United States and saved there. In case of activation of IP anonymisation on this website, your IP address is abbreviated within Google by member states of the European Union or the other states contracted to the agreement on the European Economic Area.

In exceptional cases only, the full IP address is transferred and abbreviated to a server of Google in the United States. On behalf of the operator of this website, Google will use this information to evaluate your use of the website, compile reports about website activity and provide further services related to website activity and Internet usage for the website operator. The IP address transmitted by your browser in association with Google Analytics is not collated with other Google data.

You can prevent the storage of cookies by adjusting your browser software. However, we would like to point out that you may not fully benefit from all functions of this website in this case. You can also prevent data generated by the cookie and related to your use of the website (including your IP address) being sent to Google, as well as the processing of this data by Google, by downloading and installing the available browser plug-in at the following link:

<http://tools.google.com/dlpage/gaoptout?hl=de>.