

Additional Terms of Use for "Pinboard"

Micro-App License Agreement (MLA)

Allthings, Version March 2019 Allthings Technologies AG Lange Gasse 8 – 4052 Basel – Schweiz

1 Description of the Micro-App

This micro-app is a communication device within the community. This micro-app may also have a different designation, such as "News", "Newsstream" or "Community".

If activated, the micro app "Pinboard" gives you the possibility to exchange information with other users of the community, to create your own posts and to comment or to like posts. The community is formed by the people registered on Allthings who live or work in the property (or in the settlement to which the property belongs). If the community is expanded or restricted, for example because your community is connected to the community of another settlement or because a new building is being built in your settlement, you will be informed in advance. In addition, local partners to the property (i.e. the property management / owner of the property and local service providers such as a nearby café) can request access to the Pinboard and, if necessary, read and comment your posts. We at Allthings also have access to the Pinboard.

2 Terms of use

The following terms and conditions apply to the Micro-App described in Section 1 and the related Services of Allthings and complementary to the existing terms and conditions of Allthings provided by its End User Licence Agreement ("EULA"). In the event of deviations between the EULA and these MLA, the provisions of this MLA shall supersede the provisions of the EULA.

This MLA is effective as soon as You activate the Micro-App described in Section 1. The term of this MLA and the right to use the Micro-App described in Section 1 shall end when Your account is closed or the Micro-App is terminated by Allthings.

If you use the Pinboard, you authorize us to display your content data, which you publish on the Pinboard, to the other Pinboard users. Your messages will appear under your name and profile picture if you provide such a picture. Your e-mail address or other inventory data will not be displayed. By using the Pinboard you agree to the following rules:

- Private to private. Post as a private person: No spam, no offers from companies. If you wish to communicate on behalf of an organization or business, apply for a "Local Partner Permit" from Allthings (support@allthings.me). Any use for commercial purposes is strictly prohibited.
- Addressed to the correct recipient. Check if your contribution really appeals to the community. Settle directly what can be settled between you and another party: No service requests, no family chats.
- Friendly in tone. Make sure you remain polite in the way you write: no insults, no outbursts of anger.
- Constructively in content. Choose topics to help to improve your neighborhood. Nobody cares about neighbors who see problems everywhere: No weeping, no envy.
- Under your name. Write under your own full name: no nicknames, no pseudonyms.

We are not liable for the content of the Pinboard, especially not for the correctness of the information provided there.

If you think that a post does not belong on the Pinboard, you can report it as abusive by clicking the appropriate button. If posts are reported, they will be checked by a responsible person and in case of misuse, in particular violation of the terms of use, violation of applicable law or morality, be removed. Allthings also reserves the right to remove or shorten posts that damage the reputation of the Services and to block the user in the event of serious or repeated violations.

3 Miscellaneous

3.1 Changes of this MLA

Allthings can change this MLA at any time if necessary at its sole discretion. The changes will take effect when posted on the Allthings website or if Allthings informs You by other means. Please check the MLA on the website (www.allthings.me/en/documents) regularly for changes. By continuing to use the Micro-App and the Services after the date on which the terms have changed, you agree each time to the then-current version of this MLA.

3.2. Partial invalidity of this MLA

Should one or more provisions of this MLA be invalid or ineffective, or become unenforceable, the remaining provisions shall remain unaffected. The relevant parts of the provisions concerned shall be replaced by the relevant statutory provisions.

4 Applicable Law

Notwithstanding mandatory national consumer protection laws, this EULA is subject to the laws of Switzerland without the UN Sales Convention and under exclusion of the conflict of laws provisions. The exclusive place of jurisdiction for all disputes arising from or in connection with this EULA shall be the courts of the Canton of Basel-Stadt.