



Allthings

Additional Terms of Use for Marketplace

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 service for buying and selling things. This micro app can also have a different designation, such as "Small Adds" or "Bulletin Board".

If activated, the "Marketplace" offers you the possibility to advertise things or services in the community and to contact sellers of things via the Marketplace. 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 to the community, local partners to the property (i.e. property management / owners of the property and local service providers such as a nearby café) who have requested access to the Platform or parts of the Services as described above, may also be able to read Allthings Marketplace entries, post their own entries or contact sellers.

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.

Use of the Marketplace requires age of majority and legal capacity. Minors, i.e. persons under 18 years of age or persons incapable of doing business, require the consent of their legal representative for registration. By using the Marketplace you assure that these conditions are met.

Allthings only technically provides the Platform and its functionalities for this purpose, but is not responsible for the conclusion and settlement of legal transactions between users. If you have any questions in this regard, please contact your contractual partner directly. Allthings is not responsible for the risks associated with the initiation and conclusion of a sale and is not liable for any damage arising therefrom.

If you use the Marketplace as a seller, you authorize us to display your content data to other users of the Marketplace and to forward inquiries from interested parties to your e-mail address. If you use the Marketplace as an interested party, then you authorize us to forward your request to the seller and to display your e-mail address you provided to the Platform for the purpose of contacting you directly.

By using the Marketplace, you agree to the following rules:

- You may not offer things for sale for which you are not the owner or for which you do not have full selling rights.

- You may not offer things for sale whose offer violates legal regulations (e.g. pirate copies) or common decency (e.g. pornography).
- Allthings provides the "Marketplace" only as a technical operator and is not responsible for the initiation, processing and organisation of a sale or the settlement of the transaction of money.

Allthings gives no guarantee that the users of the "Marketplace" will comply with the expected due care.

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.