



Allthings

Additional Terms of Use for “Sharing”

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 lending and borrowing things. This micro-app may also have a different designation, such as "Sharing" or "Lending and Sharing".

If activated, the micro-app "Rental Point" offers you the possibility to offer items, goods or services (hereinafter "things ") in the community defined above for a limited period of time for a fee or free of charge, on a lending basis (hereinafter "loan") as well as to contact lenders of things via the Rental Point. 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. Lender and interested party agree on the conditions of the loan directly after the initial contact and without any further involvement of Allthings and independently organize the handover and return of things. In addition to the community, local real estate partners (i.e. property management / owners of the property as well as local service providers) and we at Allthings can also read your posts on the Rental Point, post our own entries or contact lenders, if necessary.

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 Rental Point as a lender, you authorize us to display your content data to other Rental Point users and to forward inquiries from interested parties to your e-mail address. If you use the Rental Point as a interested party, then you authorize us to forward your request to the lender and to display your e-mail address stored on the platform so that the lender may contact you.

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

- You may not offer things for loan if you are not the owner of them or if you do not have full lending rights.
- You may not offer things for loan, that violate legal regulations (e.g. pirate copies) or offend common decency (e.g. pornography).
- You have to describe the characteristics of things as accurately, completely and correctly as possible. This also includes that you indicate all characteristics essential for the interested persons, possible use restrictions or defects known to you, which do not only insignificantly reduce the value or the usability of the things.

- If you offer things for loan with a limited right of use (e.g. use for private purposes only), then you are responsible for informing the borrower of this restriction of the right of use.
- If things are no longer available, you may no longer offer them for loan. Therefore, make sure that your offers are up to date and are continuously adapted according to the availability of things.
- All property rights of the borrowed items remain with the lender.
- You agree to comply with all applicable laws and regulations. You are solely responsible for ensuring that your offers and the content of your offers are legally compliant and do not infringe the rights of third parties. If certain information is required by law within the scope of your offer, you are responsible for designing your offer in accordance with the legal requirements.

Allthings provides the Rental Point only as technical operator and is not responsible for the initiation, processing and organisation of a loan or, if applicable, the processing of a monetary transaction.

Allthings is in no way responsible for the risks associated with the initiation and conclusion of the transfer of things, whether for payment or free of charge, and is in no way liable for any damage arising as a result.

Allthings is not liable for theft, damage or loss of items lent via Rental Point. Allthings is also 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 left to you (except normal wear and tear). If damage should occur to a thing or a thing is lost, private liability insurance may cover this financial damage, depending on your contractual conditions and the underlying circumstances of the individual case. Before you actively use the Rental Point, check with your insurance company the validity of your private liability insurance policy and clarify whether there are things or areas where liability is excluded. For valuables such as jewellery and works of art as well as vehicles of any kind, damage or loss are usually not covered by private liability insurance. We therefore recommend not sharing this kind of things.

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.