



**Allthings**

## **Additional Terms of Use for “Who-is-who”**

**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 to make user profiles visible to the community, that have been released for this purpose. This micro-app may also have another designation, such as "My Neighbours".

If activated, the micro-app "Who-is-who" allows you, at your own discretion, to share certain data with the community (see rules for using the micro-app "Pinboard") and to view data shared by other users. For example, the user name, profile picture and a short description of the user can be shared. In addition to the community, local real estate partners described above (see rules for using the "Pinboard" micro app) and we at Allthings can also read profile entries or share our own profiles.

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 residential area, or because a new building is being built in your residential area, you will be informed in advance. In addition, local partners to the property (i.e. the property management / owner of the property and local merchants such as a nearby café) can request to access to the Pinnboard and, if necessary, read and comment your posts. We at Allthings also have access to the Pinnboard.

## 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.

By using the "Who-is-Who" micro-app and sharing profile data, you give us permission to share your approved profile data with other "Who-is-Who" users.

The profile data you have approved must contain correct information. The creation and release of "fake profiles" is prohibited. Therefore, when sharing profile pictures, you should make sure that you only use those that clearly show you. You are responsible for ensuring that you have the necessary authorization for public reproduction of the profile picture you have released and that its use and reproduction is permitted under applicable law.

Allthings does not check the profile data for completeness or correctness. Allthings therefore does not guarantee that the profile data released by a user corresponds to the actual identity of the respective user.

## 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](http://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.