



Sebuyo's General Terms and Conditions (from 01.01.2017)

Standard terms and conditions for the use of all services and products offered by Sebuyo Deutschland GmbH via its website www.sebuyo.com.

1. Scope and terms

1.1. These standard terms and conditions will apply to all legal relationships between the user and Sebuyo Deutschland GmbH, Oestmanns Treppe 1, 22587 Hamburg, DE (Sebuyo) in any context that arises using our website sebuyo.com (marketplace). In addition to these terms and conditions the disclaimer as well as the pricelist for our services and products will be applied. For the online advertising, separate terms and conditions will be applied.

1.2. The current version of these terms and conditions can be selected, printed and downloaded [here](#).

1.3. Terms and definitions:

User: any visitor and user of the online marketplace, especially advertisers and consumers.

Advertiser: User that upload advertisements, both private and corporate. Corporate clients are the advertiser, that are companies and/or professional provider of objects to rent or to buy. Privat clients that do not fulfill these requirements but do upload objects on the marketplace are named privat clients.

Requester: Those users that use the marketplace to find objects and are interested in the objects provided by Sebuyo via its advertisers.

Sebuyo is not named under the terms of "user", "advertiser", "corporate client" or "private client".

2. Service offers on the Sebuyo marketplace

- 2.1.** On the online marketplace advertiser, can upload objects and requester can search these objects. The only advertisements allowed on the marketplace are offers to rent or sale businesses and properties. The terms “businesses” and “properties” will be used in the broader sense and do include especially restaurants, hotels, bars, pubs, cafés, clubs, kiosks, bagelstores, bakeries, club houses, fast food shops, donutstores, lounges, delis, shisha bars, ice cream parlours, juice bars, sushi bars and similar businesses and properties.
- 2.2.** Moreover, a section reserved for registered users only is part of the service offer on the marketplace. Along with the registration additional functions on the marketplace will be unlocked. This includes the possibility to add specific objects to a favorite-list, to save search-requests as well as the opportunity to see and adjust the newsletter settings. Furthermore, advertisers can use this member-section to execute, edit or delete their objects. Moreover, the advertisers do have access to their personal data, billing data and bills.
- 2.3.** Another part of the service offer is the opportunity of the translation of the advertisement in up to four different languages (German, English, French, Italian). The number of language depends on the chosen type of advertisement.
 - a.** Light and basic advertisements – departure language (DE, EN, FR, IT) and one additional language of choice (DE, EN, FR, IT).
 - b.** Premium advertisements will be offered in four languages (DE, EN, FR, IT).
- 2.4.** If no different agreements are stipulated, these standard terms will be applied also to any other service or product offered on the marketplace.



3. Access and registration

- 3.1.** The technical devices used to access the online marketplace will be selected by the user who is choosing a provider and special software that he receives via a third party, which is not in Sebuyo's responsibility.
- 3.2.** The usage of services and functions on the marketplace requires the user's registration on the marketplace. The registration is only possible for full aged and contractually capable users. Only registered users can upload objects into Sebuyo's database.
- 3.3.** For the registration, the user must indicate a username, his E-Mail adress as well as a password.
- 3.4.** The choosen user-name and the password are the access-data needed to access the services and functions of Sebuyo that require a former registration. The user must keep its password confidential and is not allowed to pass it to a third party. In case a third party receives knowledge of the password, the user must report this as fast as possible to Sebuyo and moreover change the password immediately.
- 3.5.** The user's personal data used for the registration will be saved and protected per our general safety conditions.

4. Changes, interruptions and settings of the marketplace

- 4.1.** Sebuyo reserves its right to adjust the marketplace per technical innovations, or due to different conditions. Such adjustments can take place any time by Sebuyo.
- 4.2.** In general, the marketplace is available 24 hours, 365 days a year. But Sebuyo can not guarantee a minimum disposability. Sebuyo is reserving its right to cancell the marketplace in parts or in total.



- 4.3. If the suspicion arises that the marketplace is used not according to the contract specifications, illegally or immorally, Sebuyo can delete the respective content without further notice or indication of reasons.
- 4.4. In case of adjustments, interruptions, cancellation of the online marketplace and/or deleting of content, the user has no right to cancel the contract and/or reduce respectively claim for the return of the paid reimbursement or any kind of compensation.
- 4.5. Sebuyo reserves its right to adjust the online marketplace due to technical innovations or due to other reasons. These adjustments can take place any time.

5. Information and obligations of users

- 5.1. Advertisers do have the obligation to make only serious offers and to carefully and truthfully compile the information provided to Sebuyo and to deactivate this information immediately if the offered object is no longer available (e.g., sold). In addition, there is the obligation to offer only real estate offers, from the own commercial portfolio or for which an immediate marketing order (brokerage contract, business agreement or similar) exists. Explicitly not permitted is the account use or account sharing by third parties, other brokers or licensees. Furthermore, the advertiser guarantees not to pass object data that are technically processed by Sebuyo to third parties in any form (Exposé).
- 5.2. Advertisements that are solely for attracting the attention of interested parties are regarded as fraud. This is a fact if any of the following is applicable:
 - A. Wrong and / or incorrect information about the object address,
 - B. Multiple advertisement of the same object,
 - C. Advertisements are abused as advertising space for their own company,



D. Interested parties' attention will be misled via inconcrete or false information towards this advertisement (e.g. incomplete advertisements, false directions or geographic assignments).

E. Forwarding of prospective customers to internet or telephone services (eg 0190 or 0900 numbers).

- 5.3.** Advertisements where any kind of brokerage fee might occur in case of contract conclusion, are obliged to mention this clearly and explicitly in their advertisement, including the height of the brokerage fees (including VAT).
- 5.4.** Regardless of the legal consequences for the individual, the nonobservance of one of the obligations stated in this clause, will entitle Sebuyo to deactivate such advertisements immediately. In case the nonobservance is done culpable, Sebuyo reserves its rights to terminate the contract with the respective advertiser without notice, for important reasons, and to immediately block access to Sebuyo.
- 5.5.** The user is liable for damages if the chosen username and password will be abused.
- 5.6.** The user is responsible towards Sebuyo, its organs, employees and further auxiliary persons for all damage that might occur in the context of using the Online marketplace, regardless if it is done culpable. If Sebuyo, its organs, employees or assistants will be prosecuted by third parties or authorities in context with the user's advertisements, the user will discharge them and take over all arising judicial and extrajudicial costs. The user is obliged to join a process after the dispute has been declared.
- 5.7.** The advertiser's rights originated in the contract with Sebuyo are not conferrable.

6. Adding advertisements

- 6.1.** The advertiser has the choice between three different advertisements. The advertisement can be set up as Light, Basic or Premium listing. The scope of services and the price can be found in the product description on our website at <http://www.sebuyo.com/products>.
- 6.2.** The private customer or the agent empowered by him shall provide the information by means of an electronic insertion form. Please refer to our FAQ & Support section for instructions.
- 6.3.** The customer enters the information or the advertisement by means of an electronic insertion form. For the transmission of large amounts of data, an interface based on the CSV format is possible in cooperation with Sebuyo. Further information is available on our website in the FAQ & Support section at <http://www.sebuyo.com/faq>. The upload via interface might create additional costs.
- 6.4.** The opening of the advertisement's content will be given when the user is sending the insertion journal.
- 6.5.** The user is responsible for the uploaded contents. He guarantees that the content is not illegal and no third's parties rights

7. Responsibility for user generated content

- 7.1.** The user is responsible for the content he has set himself. The user is responsible for the fact that the contents are not illegal and do not violate the rights of third parties (eg copyright or trademark rights). Sebuyo is not obligated to check whether a set content infringes rights of third parties or violates legal regulations. The user is obligated to correct or delete the content which he or she has set, in case that they do not meet the requirements of the guidelines of advertisements. The advertiser can adjust the information via the menu "My ads" in the member area. The user shall also ensure that transmitted files do not contain viruses or comparable harmful programs. For changes of the advertisement by the user after the release, Sebuyo charges a flat processing fee of 29.00 EUR (plus VAT).



- 7.2.** The obligation of the advertiser to pay the costs for the advertisement remains unaffected by the execution of the measures specified in this paragraph.

8. Rights of use

- 8.1.** By submitting content to the database, the user grants Sebuyo the right to use this content indefinitely to the types of usage necessary for setting up and maintaining the database and the retrieval by third parties, in particular the content to be stored, copied, edited, altered, maintained, transmitted, published, and made available to the public, including or through Sebuyo's online advertising banners or Sebuyo's affiliates, as part of marketing activities.
- 8.2.** Sebuyo is entitled, but not obligated, to carry out a supplementary distribution of the set content via cooperating marketplaces and other partners online.

9. Rights to the database

- 9.1.** Sebuyo owns all legal rights of the contents published on the website as well as the database. Any copyright, trademark law or further property rights in relation with the database or any uploaded contents are exclusively entitled to Sebuyo. The user's rights his uploaded contents will stay unaffected.
- 9.2.** The user has the right within the framework of these terms of use to make individual data records visible on his screen exclusively using the online search masks provided by Sebuyo and to make an expression for the permanent visualization. An automated query by scripts, by bypassing the search mask by search software or comparable measures are not permitted.
- 9.3.** The user is not allowed to use the data obtained by the query either completely, partly or preferably for the establishment of his own database in any media form and / or for commercial data recovery or disclosure and / or for other commercial exploitation. The linking, integration or other linking of the database or individual elements of the database with other databases or meta-databases is prohibited.



10. Warranty

- 10.1.** Sebuyo assumes no responsibility for the correctness and completeness of the information provided by users and the statements made, as well as the identity and integrity of the users.
- 10.2.** The content and / or advertisements entered in the database are the property of Sebuyo in terms of section 8(1) of Telemediengesetz (TMG). The person uploading content into the database is legally responsible for this.
- 10.3.** Sebuyo assumes no liability for technical deficiencies for the permanent and uninterrupted availability of the database and its contents or for the complete and error-free reproduction of the contents set by the user in the database.

11. Liability

- 11.1.** Any warranty and liability of Sebuyo, its organs, employees and assistants is excluded, as far as legally permissible. The warranty and liability is not applicable, for the availability, service quality, correctness and completeness of the property platform and its contents, for damages which arise about the use of the access by a person other than the person named in the registration as well as for the illegal and moral conduct of users and third parties.
- 11.2.** Any liability of Sebuyo for damage to the user's devices, data and software is excluded. Traffic is processed via an open network, the internet. Sebuyo's warranties and liabilities are also excluded regarding Sebuyo's software and the consequences arising out of and during the transport of the software via the internet. The liability of Sebuyo for indirect damages and consequential damages, such as loss of profit or claims of third parties, is generally excluded.



- 11.3.** In the case of willful intent or gross negligence or in the event of a guarantee, liability is unlimited. In case of slight negligence, the liability in case of injury to life, body or health is likewise unlimited. In the case of a slightly negligent violation of essential contractual obligations, the liability is limited to material and property damage resulting therefrom in the amount of the foreseeable, typically occurring damage. Any further liability for damages is excluded except for claims under the Product Liability Act.
- 11.4.** Any contributory negligence on user's side shall be considered. The user is obligated to check the data presented by him and presented by Sebuyo, at least through a one-time search query, for their correctness.

12. Risks

- 12.1.** Even with the latest state-of-the-art security precautions both on the part of the online marketplace as well as on the part of the users, absolute security can not be guaranteed. The devices or the network with which the user interacts as a linking element with the systems of the online marketplace is, however, outside the control of Sebuyo, this and the user's network can become a weak point of the system.
- 12.2.** The user is particularly aware of the following risks:
- A.** Insufficient system knowledge and lack of security features can facilitate unauthorized access (e.g., inadequately protected storage of data on the hard disk). There is a constant risk of computer viruses spreading on the computer when there is contact with the internet or comparable networks, whether through computer networks (e.g., Internet) or other data carriers. The use of anti-virus programs can reduce the risk and is recommended to the user. It is up to the user to inform himself precisely about the necessary safety precautions.



- B. It is important that the user only uses software from a trustworthy source.
- C. It is possible for a third person to gain access to the user's computer while using the internet. The operability of the internet can not be guaranteed. Transmission errors, technical deficiencies, malfunctions, unauthorized interference with network equipment, overloading of the network, deliberate blockage of the electronic access points by third parties, interruptions or other inadequacies on the part of network operators may occur.

13. Privacy

- 13.1. Sebuyo collects data only as far as is necessary and handles it carefully. See the Privacy Agreement (<http://www.sebuyo.com/privacy>).
- 13.2. Sebuyo adheres to the provisions of the Data Protection Act, but can not fully guarantee the confidentiality, integrity, authenticity and availability of personal data. The advertiser or user acknowledges and agrees that personal data is also available in states where there is no legislation ensuring adequate data protection.
- 13.3. When a user accesses personal data (also when accessing from abroad) and/or processes this data, the respective user is responsible for compliance according to data protection. The storage of data on data carriers etc. is to be handled restrictively, Printings are to be treated confidentially, unneeded personal data must be immediately deleted, etc.
- 13.4. The advertisers are advised that all users have access to the advertised ads and the data transmitted to them by the advertisers or other users.
- 13.5. The advertiser agrees that the advertisements may be distributed by Sebuyo via additional channels (eg in social media channels, mobile portals, etc.).



- 13.6.** The advertiser agrees that the advertisements placed by him are not freely available to third parties. The advertiser forbids third parties in particular from the acceptance of advertisements to other online services and transfers Sebuyo the right to pursue any kind of exploitation of the advertisements and offers.
- 13.7.** With these terms and conditions, the user also accepts the privacy policy (<http://www.sebuyo.com/privacy>), which is an integral part of these terms and conditions.

14. Remuneration and performance retention

- 14.1.** The prices and products for the individual Sebuyo services are based on the prices and the product offer valid at the time of placing the order.

15. Payment modalities

- 15.1.** The following applies to the payment of chargeable products:
- 15.2.** During the checkout, two payment methods can be selected. The payment in advance or the payment via PayPal.

A. Payment in advance

Payments in advance are payable immediately after invoice receipt. In the case of default or deferment of payment, the statutory interest shall be calculated. In the event of a delay in payment, Sebuyo reserves the right to withhold its own contractual performance until the end of the delay. Costs resulting from the claim recovery or for Sebuyo reimbursement will be charged further.



B. Payment with PayPal

The user pays directly through its PayPal account. After sending its order, the user is forwarded to PayPal and releases the order value there. As soon as our PayPal account has been informed about their authorization. When placing the ad, the PayPal account will be debited with the actual invoice amount after deduction of possible discounts, gift vouchers, etc. In the case of goods which are custom-made per customer specifications or clearly tailored to your personal requirements, your PayPal account will be debited immediately with the actual invoice amount after deduction of possible discounts, gift vouchers, etc.

16. Revocation

16.1. If the user as a consumer charges a service for a fee, he has the following right of revocation:

The user has the right to revoke this contract within a period of fourteen days without giving reasons. The revocation period shall be fourteen days from the date of conclusion of the contract. To exercise its right of revocation, the user must address its revocation in written form towards:

Sebuyo Deutschland GmbH

Department Accounting Finance

Oestmanns Treppe 1

22587 Hamburg

Tel.-Nr.: +49 (0)40 – 299 – 963 – 120

Fax-Nr.: +49 (0)32 – 226 – 431 – 429

support@sebuyo.com



By means of a clear statement (for example, a letter, fax or e-mail sent by mail) about your decision to revoke this contract. To keep the revocation period, it is sufficient that the user send the notification of the exercise of the right of revocation before expiry of the revocation period.

Consequences of revocation

If the user revokes this agreement, Sebuyo shall repay the user immediately, and at the latest, within fourteen days from the date on which the notice of the user's revocation is received by Sebuyo. For such repayment, Sebuyo will use the payment means that the user has chosen in the original transaction, unless otherwise agreed with the user. In no case, will the user be charged for these repayment fees.

If the user requires that the services be commenced during the period of revocation, the latter shall pay us a reasonable amount equal to the portion of the services already provided to us by the exercise of the right of revocation with respect to this contract compared to the total scope of the services determined in the contract.

Note on the early withdrawal of the right of revocation

The right of withdrawal expires in the case of a contract for the provision of services if Sebuyo has completed the service in full and has commenced the execution of the service only after the user has given his explicit consent and at the same time has confirmed the knowledge that the user's right of withdrawal will not be applicable once the contract is completed in full by Sebuyo.

End of revocation



17. Amendments to the General Terms and Conditions

- 17.1.** Sebuyo reserves the right to change these General Terms and Conditions at any time, subject to a reasonable notice period of at least six weeks. The announcement will be made by publication of the amended General Terms and Conditions, including the date of entry into force on the Sebuyo website.
- 17.2.** If the user does not object within six weeks of publication, the amended terms and conditions shall be deemed accepted. The announcement of the amendment mentions separately the significance of the six-week period.
- 17.3.** In the event of a timely objection by the purchaser against the amended business conditions, Sebuyo shall be entitled, without prejudice to the legitimate interests of the user, to terminate the contract with the buyer at the time the amendment takes place. Corresponding contents of the user are then deleted in the database. The user can not assert any claims against Sebuyo.

18. Terms and conditions of third parties

- 18.1.** Parts of the real estate platform or certain services are not provided by Sebuyo itself. The terms and conditions of the respective providers apply to the use of these services.

19. Final provisions

- 19.1.** The legal relations between Sebuyo and the user are subject to the law of the Federal Republic of Germany under exclusion of the UN purchase law. In the case of consumers, this choice is valid only as far as the protection afforded by mandatory provisions of the law of the country in which the consumer has his habitual residence, is not withdrawn.



20. Applicable law and jurisdiction

20.1. Jurisdiction is in Hamburg, Germany, insofar as the user is a natural person, merchant or a legal person of public law or public law special fund. This is the case if the user does not have a general court of jurisdiction in Germany or the EU, or if his place of residence or habitual residence is not known at the time the action is brought. The power to appeal also to the court at another legal jurisdiction remains unaffected.

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