

Terms of Use and License for the Comparis Real Estate Seal of Quality

This translation is for informational purposes only. In the event of discrepancies between the original German version and the translation, only the German version is legally binding. For legal purposes and binding decisions, reference must always be made to the original German text.

The following terms of use and license (hereinafter "Terms") are the basis for the promotional use of the Comparis real estate quality seal (hereinafter "Seal") by the companies (hereinafter also "Providers"). By purchasing the premium package with the seal, the provider accepts these conditions, including the appendix (standards and criteria for self-declaration).

Without purchasing the seal from comparis.ch, any use of the seal or parts thereof is not permitted, whether visually, textually, in audio form or otherwise. The seal and its contents are protected by copyright and trademark law. comparis.ch expressly reserves all rights in this regard.

Provision of the seal

After the purchase contract has been concluded, the seal will be made available to the provider for a fee as a digital and printable file by comparis.ch in the form of a simple, non-transferable, non-sublicensable and non-exclusive license.

Terms of use

The seal is to be used exclusively in relation to the offer, i.e., only for the services in the real estate sector that are part of the self-declaration in accordance with the appendix. By purchasing the premium package with the seal, the providers agree to comply with the standards and criteria defined for the self-declaration in the appendix below to the best of their knowledge and to strive to fulfill them.

Any use of the seal in the provider's marketing communications must be designed in such a way that there are no misunderstandings among third parties, such as the provider's customers, about the underlying criteria and standards according to the self-declaration. In particular, it must be clearly recognizable that the seal represents a self-commitment of the provider. The criteria and standards set out in the Annex may not be reformulated or otherwise presented by the provider.

In particular, the use of the seal is not permitted if it is transferred to services that are not part of the self-declaration or if it is suggested to customers. The provider undertakes to impose its obligations under these conditions on third parties, insofar as it makes use of them in the distribution and/or advertising of its services. The provider is also responsible for their fulfillment.

When using the seal, care must be taken to ensure that all the information contained therein is fully displayed, so that the uniformity of the seal is guaranteed. The provider is therefore not permitted to change the seals provided to it by comparis.ch or their contents. This also applies in particular to the color design, whereby it is permissible in individual cases to replace the green color used in the seal with black. However, the provider is permitted to proportionally enlarge or reduce the seal as long as all components of the seal remain legible.

The provider guarantees that it will obtain or has obtained all rights (e.g., permits) required for the intended use in addition to these conditions, and fully indemnifies comparis.ch in this context from any claims by third parties, regardless of the type and legal basis. The provider undertakes to check whether the use of the seal is contrary to legal provisions or restrictions and fully indemnifies comparis.ch against any claims by third parties, of whatever nature and for whatever legal reason, in this context. comparis.ch assumes no guarantee or liability in this respect.

In the event of a violation of the above conditions, comparis.ch may revoke the license for use with immediate effect by simple written declaration (text form) to the provider and exclude the provider from the Homefinder platform with immediate effect. In this case, the provider must immediately delete the file made available to it and/or its electronic copies and also immediately surrender the seal in its embodied forms, insofar as it is still in its possession, to comparis.ch or, at its request, immediately destroy it at its own expense and confirm the destruction. The same applies to obligations that the provider has entered into with third parties. Further advertising with the seal, of whatever kind, by the provider is then no longer permitted. A pro rata refund of the monthly fee paid is excluded. If the seals are not removed/deleted within the period specified to the provider after the written declaration has been made, the provider is obliged to pay a fee of CHF 20 per day on which it continues to use the seal after the period has expired.

Usage period

The license to use the seal for advertising purposes is linked to the purchase of the premium package, the scope of which includes the seal. It is limited to the useful life of this product (license period). A (one-time) cooperation with comparis.ch itself does not establish a right to use the seal. The use of the seal is no longer permitted before the end of the license period, without a pro rata refund of the monthly fee paid, as soon as

1. comparis.ch is aware of more than 5 (five) complaints that clearly show that the provider has violated these conditions, including the appendix. The complaints are either publicly available or have been received directly by comparis.ch.
2. the provider has a rating of 3.5 or lower on public reviews (e.g., Google reviews) (with at least 10 [ten] reviews).

comparis.ch has the right to terminate the licensing prematurely for important reasons. In this case, the pro rata amount paid will be transferred back to the provider until the end of the regular license period. In this case, the provider is no longer entitled to continue using the seal. Further claims on the part of the provider do not exist or are expressly excluded.

If the provider terminates the cooperation with comparis.ch, the provider is no longer entitled to continue using the seal. A pro rata refund of the monthly fee already paid is excluded. If the seal continues to be used after the end of the cooperation or after the withdrawal of the license, comparis.ch can take legal action.

Final provisions

In addition to the risk of anti-competitive use of the seal, e.g., for advertising purposes, etc., comparis.ch may suffer lasting damage to its own reputation as a result of the violation of these conditions, including the appendix. comparis.ch reserves the right to assert claims for injunctive relief and damages in this case.

comparis.ch assumes no liability for damages, losses or other impairments that arise in the context of a real estate sale or purchase or other services related to the seal that were carried out by a provider that has been awarded a seal. The seal merely represents a self-declaration by the provider and does not constitute any guarantee or liability on the part of comparis.ch for the quality, execution or contractual fulfillment of the services provided by the provider. Claims of any kind resulting from a property sale or purchase or other services are to be addressed directly to the provider.

Should any provision of these conditions, including the appendix, be or become invalid, this shall not affect the validity of the entire conditions. The invalid provision is then to be replaced by an effective provision that comes closest to the purpose of these terms. The same applies to a gap.

These terms and conditions, including the appendix, are governed exclusively by Swiss law, excluding the conflict of laws. The place of jurisdiction is Zurich.

comparis.ch reserves the right to change these terms and conditions, including the annex, at any time; existing licenses for the use of the seal during the license period are not affected. The version

published or attached at the time of purchase applies.

Last updated: June 2025

Annex:

Standards and criteria for self-declaration (Comparis Real Estate Seal of Quality)

1. Basic requirements

- **Entry in the commercial register:** The companies have been registered in the Swiss commercial register for at least one year and are not in liquidation. Exceptions are possible and will be checked by comparis.ch.
- **Certifications and training:** The companies, or the persons representing them, have formal training in the real estate sector, e.g., a federal diploma, a professional certificate or an internationally recognized university degree in the relevant (real estate) sector.
- **Cooperation with comparis.ch:** The companies actively cooperate with comparis.ch and advertise on its platform.

2. Experience and expertise

- **Industry expertise:** The companies, or the persons representing them, have a minimum of 3 (three) years of experience in the relevant real estate sector and can prove successful contracts for sold or brokered properties, etc. Exceptions are possible and will be checked by comparis.ch.
- **Specialization and references:** The companies transparently show in which real estate areas they are particularly experienced (e.g. residential, commercial real estate, etc.) and how successful they are in these areas. This can be proven, for example, by customer references or project reports.
- **Recognized tools:** The companies use a recognized valuation tool (e.g., IAZI, Fahrländer & Partner or Wüest und Partner, etc.).

3. Legal and ethical standards

- **Code of Conduct:** The companies have a mandatory code of conduct that ensures ethical business practices, transparency and fairness. This also includes anti-corruption and anti-fraud policies. In addition, employees are sensitized and trained in compliance with ethical standards.
- **Legal compliance:** The companies can demonstrate that they have comprehensive knowledge of Swiss law and other relevant legal provisions and that they comply with them.

4. Transparent pricing and service design

- **Clear and comprehensible disclosure of price and service:** At the request of customers, companies must be able to clearly disclose their price structures (e.g., commission rates, additional fees) and ensure that customers are informed in advance and at all times about all possible costs. On request, customers will, for example, Example invoices with typical cost structures provided with a list of who pays what.
- **Transparent service list:** The companies can provide clear information about the steps and measures they take to fulfill the customer's order: This can include, but is not limited to: How many advertisements/listings are placed where, how many viewings are carried out, etc.

5. Reliability and professionalism

- **Punctuality and organization:** The companies keep agreed appointments, organize visits efficiently and are always well prepared.
- **Reliability:** The companies keep agreements, make realistic assessments and deliver the promised services on time. In particular, the companies refrain from making false promises and rely on realistic price estimates.

6. Strong customer orientation

- **Needs analysis:** The companies take the time to understand the wishes and needs of their customers and offer tailor-made solutions.
- **Target group orientation:** The companies strive to understand and respond to the specific needs of different target groups (e.g., first-time buyers, older people, investors).
- **Representation of interests:** The companies take care to protect the interests of either the seller or the buyer and to enable a fair conclusion.
- **Obtaining customer feedback:** After the conclusion of the transaction, the company endeavors to obtain customer feedback from the customers.

7. Technological skills and data protection

- **Digital tools and platforms:** Companies strive to use modern digital tools to market real estate, such as virtual tours, professional photography, and innovative marketing approaches.
- **Data management and data protection:** The companies comply with Swiss data protection and, in particular, the data security of customer data and can document compliance.

8. Customer satisfaction and service quality

- **Rating system:** The companies have a publicly available rating system that can be used by customers immediately after the conclusion of a purchase or rental to evaluate the service quality of the company. This can be done via their own website, Google reviews or other portals, whereby an anonymous review must also be possible. In addition, the companies inform customers of ways in which they can submit reviews.
- **Customer service and complaints:** The companies set standards for response times to inquiries and procedures in complaint management. Companies are encouraged to have a mandatory complaints office for dissatisfied customers in order to resolve conflicts fairly and satisfactorily for all parties.

- **Accessibility and flexibility:** The companies ensure good accessibility of the company, including clear communication channels and quick feedback.

9. Availability of references

- **Customer reviews:** The companies have positive feedback from previous customers, which indicates basic satisfaction with their services. In particular, they can provide references and case studies that give an insight into their expertise. The companies can demonstrate successful outcomes (e.g., with success stories).

10. Sanctions and review procedures

- **Regular reviews and audits:** comparis.ch constantly encourages its users to review the companies and to communicate complaints or dissatisfaction with a company to Comparis and its partners. This can be done, for example, via the address: siegel@comparis.ch or via the general contact channels of comparis.ch. Regular mystery audits ensure that compliance with the criteria and standards in accordance with the Terms of Use and License, including the Appendix, can be ensured.
- **Sanction mechanisms:** In the event of misuse of the seal or in the event of violations of the criteria and standards in accordance with the Terms of Use and License Terms, including the Annex, sanctions such as a warning and the withdrawal of the seal are provided for in accordance with the applicable Terms of Use and License Terms.
- **Clarification of complaints:** The companies cooperate fully with comparis.ch at their own expense in the clarification of complaints from customers if there are indications that a company has violated the conditions underlying the seal.