

General terms and conditions

1. Definitions

In these Terms and Conditions, the following definitions apply unless specifically mentioned otherwise. J.Seijo Bernardez Hosting Solutions-The Zurich Butler (Contractor) acts on behalf, and in representation of the apartment owner (Client). The Contractor is entitled to inform every guest, interested person or third parties about the direct representation of the Client.

a. Terms and Conditions: The below Terms and Conditions define the legalities between J.Seijo Bernardez Hosting Solutions alias The Zurich Butler and the Client.

b. Client: Anyone who instructs Contractor to rent his Property for him and who makes use of the Services provided by the Contractor.

c. Contractor: J.Seijo Bernardez Hosting Solutions alias The Zurich Butler, established in Wetzikon, registered with the Ministry of Commerce in Zürich CHE-330.801.414, and user of these Terms and Conditions.

d. Agreement: The Agreement concluded by and between Contractor and Client.

e. Property: The property offered for rental by Client.

In the case of dispute between the terms listed in these Terms and Conditions and the terms listed in the Agreement, the terms in the Agreement will always surpass.

Article 2. Validity

2.1 These Terms and Conditions are valid as from May 17, 2017.

2.2 These Terms and Conditions apply to items 1.

2.3 These Terms and Conditions are applicable to all legal relationships between the Contractor and Client, as well as to all Services provided by the Contractor.

2.4 Deviations of these Terms and Conditions only apply when they are specifically agreed upon in writing.

2.5 In the case that one or more terms of these Terms and Conditions are deemed inapplicable, the rest of these terms of the Terms and Conditions will still apply. Contractor and Client agree to replace these with new terms as a replacement of the inapplicable terms, and by doing so keeping the original objective in mind.

Article 3. Responsibilities

3.1 All Services that are made by the Contractor will be performed to the best of their abilities.

3.2 The Contractor decides the way and by which employee the duty is carried out, although takes into consideration the requirements outlined by the Client.

3.3 The Client guarantees and agrees that the Contractor is entitled to rent out the property. The Client indemnifies all liabilities from the Contractor for claims

made by third parties (including public authorities) that refer to or results from any discussion related to the question if the Client is entitled to rent out the property to others.

3.4 The Client acknowledges and agrees that he is solely responsible for appropriate insurance cover, especially with regard to damage to the house.

3.5 The Client is responsible for the accuracy and completeness and is responsible for the information that they submit to the Contractor. The Client is responsible that all information is provided to the Contractor, of which the Contractor it deems necessary in order for the proper and timely execution of the Services.

3.6 The Client is responsible to inform the Contractor about all facts and circumstances that could influence the proper execution of the Services.

3.7 Unless the nature of the Agreement dictates otherwise, the Client is responsible for the correctness, completeness and reliability of the data provided to the Contractor and documents, whether they originate with or from third parties.

Article 4. The content and implementation of the Agreement

4.1 The Agreement is effective at the time that the Client has given their approval to the Contractor and has given consent to the Agreement as represented by the Contractor. The Agreement and these Terms and Conditions constitute the entire representation of the rights and obligations of the Contractor and the Client.

4.2 If the proper performance of the contract is necessary, the contractor has the right to perform the services by a third party.

4.3 If the data required for execution of the Agreement is not provided in a timely manner to the Contractor, the Contractor has the right to suspend the execution of the Agreement and all resulting costs will fall upon the Client.

4.4 If, in certain cases, the Contractor does not strictly demand the compliance of these Terms and Conditions, this does not mean that its provision does not apply if the Contractor, in other cases, demands strict compliance with the provisions of these Terms and Conditions.

Article 5. Termination of the Agreement

5.1 The Agreement between the Contractor and the Client is for an indefinite period, unless otherwise agreed upon in writing.

5.2 Both parties may terminate this agreement as of the end of a month, by giving three months prior notice in writing.

5.3 If and to the extent that the Client has effected (premature) termination, the Contractor has the right to be reimbursed for additional costs already incurred and costs incurred in connection with the cancellation of contracts with third parties.

5.4 The Contractor is entitled to terminate the agreement with immediate effect in the event of any circumstance arising which are of such a nature that performance of the agreement is impossible or in the event of any other circumstances which are of such a nature that the Contractor cannot be reasonably expected to allow the agreement to continue unaltered.

5.5 If the Contractor decides to terminate the agreement in conformity with clause 5.4, the Contractor is in no way liable for damages and costs caused in any way thereby.

Article 6. Confidentiality

6.1 Unless any statutory provision, regulation or any other (professional) rules obliges to do so, the Contractor is bound to confidentiality towards third parties in regards to confidential information obtained from the Client. However, if deemed necessary by Contractor to fulfill its contractual obligations, Contractor shall be allowed to disclose confidential information to third party service providers as defined in clause 4.2.

6.2 Except for an obligation of disclosure in accordance with any legal provision, the Contractor is required to maintain confidentiality with regard to third parties and the Contractor is not entitled to use the information provided to it by the Client for purposes other than that for which it has been obtained.

6.3 The Contractor will impose the obligations under this article to third parties assigned by them.

Article 7. Rates and payment

7.1 If after the conclusion of the Agreement, but before the Service has been completed, pricing factors such as wages and/or prices change, the Contractor is authorised to adjust the earlier agreed rate.

7.2 The remuneration of the Contractor is excluding expenses of the Contractor and expenses claimed by third parties engaged by the Contractor.

7.3 Rates provided by the Contractor are excluding VAT and excluding other levies, if any, that may be imposed by the government, unless otherwise provided in the agreement.

7.4 The Contractor shall, on the first day of the Service, cover the payment to the Client to the bank account indicated, unless otherwise agreed upon in writing.

Article 8. Complaints

8.1 The Client is responsible for the accuracy and completeness of and is responsible for the provided information. Complaints about problems related to problems that are externally visible have to be informed by the Client to the Contractor. This should be done in writing containing a clear and precise description of the complaint.

8.2 Complaints by the Client, relating to issues that are not apparent at the time of Agreement or a careful and timely check, have to be informed by the Client

within fourteen days after the Services have been provided. The Contractor must be notified in the manner specified in clause 8.1

8.3 Any claims of the Client against the Contractor relating to the Services of the Contractor will expire if:

A. The problems have not been brought within the time and or in the correct way to the Contractor as specified in clause 8.1;

B. The Client does not give sufficient cooperation to the Contractor in regards to the research of the foundations of the complaint;

C. The Client is not entitled to warranty if the problem is caused by, or arising from, circumstances where the Contractor has no influence.

Article 9. Liability and damage

9.1 The Contractor is not liable for any damage suffered by Client related to or arising from the Agreement or the Services provided by Contractor, except in the event of intent or gross negligence on the part of Contractor. The Contractor's liability shall in all events be limited to the amount of the invoice, with a maximum of CHF 1000, or, if and to the extent that the damage is insured, to the amount actually paid out under the relevant policy. The Contractor is furthermore not liable towards third parties for any damage, nor shall it compensate any indirect loss, consequential loss or loss of sales or profit.

9.2 The Contractor shall perform to the best of its abilities and thereby provide the Services that can be expected from the Contractor. If an error is made by the Client providing incorrect or incomplete information to the Contractor, the Contractor is not liable for any resulting damage.

9.3 The Contractor is not liable for work performed by third parties, even when such activities are carried out by these third parties in connection to the instruction of the Client. The limitation of liability applied by third parties applies in all cases in the legal relationship between the Client and the Contractor.

9.4 The Contractor is not liable for any damage that is suffered by the Client as a result of the act/omission of the tenants.

9.5 In the event of damage or theft caused by guests, the Contractor shall contact the appropriate intermediary website, where relevant, through which the apartment was rent at that time, to decide whether there is any possibility of compensating for the damaged or stolen goods. However, the Contractor is not liable for the result of these consultations.

9.6 The Contractor shall handle any keys handed to him with due care. The keys shall be labelled but without stating a name or address. If the Contractor or a third party engaged by the Contractor loses a key, irrespective of the reason, the decision of whether or not to change the lock shall be made by the Client. The costs of changing the lock shall in that event be borne by the owner of the

Property and may not be recovered from the Contractor. The Contractor is not liable for any direct, indirect or consequential loss if a key is lost.

9.7 The Contractor is not liable for any damage that the Client suffers if it is established that Clients lets the Property in breach of the laws and regulations and/or if legal action is taken against the Client on this ground.

9.8 The Client safeguards the Contractor against any (administrative) fines imposed on the Contractor in connection with the rental of the Property. The fact that the Client is fined, in addition to the Contractor, shall not alter the Client's obligation to indemnify the Contractor, nor shall it be relevant in what capacity the Contractor is fined. The Contractor reserves the right in this regard to object to the decision to impose a fine, or to bring administrative law proceedings. The Client is consequently liable to pay all fines imposed on the Contractor in connection with the rental activities, irrespective of the reason.

Article 10. Force Majeure

10.1 Force majeure means any circumstances as a result of which the Contractor may in reason not be required to (continue to) perform the Agreement. This shall at any event include, but is not limited to, loss of data due to computer failure, viruses, computer intrusion by third parties or equipment failure, even though the Contractor has taken all security measures that may in reason be expected to be adequate, and other calamities that prevent or limit the Contractor's business operations.

10.2 If the Contractor is prevented from providing the Services, wholly or in part due to an event of force majeure, the Contractor may, at its own discretion, either suspend the performance of the Agreement or terminate the Agreement with immediate effect without court intervention being required.

Article 11. Exclusivity

11.1 By entering into the Agreement and accepting these Terms and Conditions, the Client unequivocally grants Contractor permission to have the agreed Services exclusively provided by the Contractor. The Client agrees not to have any Services provided by other parties that are comparable to the Services provided by Contractor during the term of the Agreement.

11.2 Client acknowledges and agrees, that Contractor is not exclusively providing his services to Client. In particular, Contractor may renders his services to other customers in Client's vicinity or elsewhere.

Article 12. Modifications in the Terms and Conditions

12.1 The Contractor reserves the right, at its sole discretion, to modify or replace any of these Terms and Conditions by posting a notice on www.thezurichbutler.com or by sending an email to Client. Without Client's objection within 21 days from the date of the post/of the e-mail being sent, the modified or replaced Terms and Conditions shall come into effect without further ado.

Article 13. Governing Law and Competent Court

13.1 The Agreement shall be governed by Swiss law exclusively. Any disputes arising between the Client and the Contractor from or related to the Agreement shall be exclusively submitted to the competent court in Zürich, Switzerland.