

**General terms of use and terms and conditions (short Conditions) for the internet platform
www.immotom.com -. as well as all subdomains**

immotom OG, 4552 Wartberg an der Krems, Sonnenhang 11

Information and data information at: info@immotom.com
Member of the Chamber of Commerce, 414039g Company register
Commercial Court of Steyr

Commercial regulations: Industrial Code (www.ris.bka.gv.at)
Voluntary Code of Practice: www.guetezeichen.at
Owner and Managing Director: Gerald Mayr / DI Thomas Steindl
Object of the company: Internet portal for real estate
These Terms and Conditions are valid from 01.11.2017

1. Scope

The General Terms and Conditions as amended (hereinafter Terms and Conditions) of immotom OG for the internet platform immotom.com (hereinafter immotom) govern the contractual relationship between immotom and the natural and / or legal entities, the services of immotom use (hereinafter users). Captured here are both commercial and private providers as well as prospective customers. The terms and conditions are valid for registered and non-registered users. Divergent written agreements in individual cases are allowed.

The terms and conditions apply to the use of the websites under the domain immotom.com and all belonging to this sub-domains or secondary domains. This Terms of conflicting terms and conditions of the user is hereby rejected.

immotom reserves the right to change these terms at any time without notice for any reason. By using the Internet platform of immotom the acceptance of the modified Terms and viewable on the Internet shall be presumed.

If the user is a consumer, within the meaning of § 1 of the consumer protection act, the consent of the license agreement can be revoked by sending an e-mail to the address info@immotom.com within fourteen days after his consent. To meet the deadline, it is sufficient that the user submits the withdrawal in time.

Deviations from these terms and conditions shall, in each case, be expressed in advance and in writing endorsement by immotom.

For information, complaints or data information is the e-mail address info@immotom.com available. All contract and business documents are written exclusively in german. immotom recognizes the internet Ombudsman as extrajudicial dispute resolution:

Internet Ombudsman, Margaret Street 70/2/10, 1050 Vienna, www.ombudsmann.at.

2. Object, contractors

The website of immotom is a marketplace on which providers of all types of properties offered, distributed and can be purchased, as far as their offer, sale or acquisition does not violate laws and / or these terms and conditions. immotom will not act as a contractor between this solely concluded

marketplace contract between suppliers and buyers. The fulfillment of these through the website of immotom deals initiated and / or closed contracts are solely between the users.

3. Registration

The registration for buyers and sellers is either complimentary or with payment in exchange. By setting the ad on immotom, with or without opening a user account, the general terms and conditions of immotom will be agreed hereby. A claim for registration by the user does not exist. With registration comes between immotom and the provider a contract for the use of the website of immotom (hereinafter license agreement). immotom is free to refuse an application without notice.

Registration is only to legal entities and legal capacity of natural persons permitted. In particular, minors and / or under guardianship persons are prohibited to register.

The data requested by immotom at registration is to be fully and correctly. Occurs after the application is a change of the provided data, the user is obliged to provide the information as soon as possible by e-mail to info@immotom.com known or self-correct in his user account data.

All contracts are non-transferable without the express written consent of immotom.

4. User contract

immotom provides the users the marketplace available on the internet. The exact extent of use may be subject to certain conditions of immotom, such as examination of the credentials, time of use, number of listings, etc.

immotom is not be liable for any interruptions, failures, delays, deletions, incorrect data transmission or a memory failure in connection with the use of the service of immotom. Availability of the service is dependent on the technical provision of other network services. immotom assumes no obligation to provide uninteruptable service or to keep the data at any time accesible through the internet.

immotom has the right to interrupt the service for internal reasons, for maintenance purposes such as, perform updates, etc., for a reasonable time. In particular, for reasons of force majeure, strikes, lockouts and administrative orders and because of technical changes to the equipment of immotom or because of other measures that are necessary for a proper or improved operation (eg maintenance, repairs, software updates, etc.) there may be a temporary restriction of the service come. The user will not derive any claims. immotom but work towards a rapid troubleshooting.

The user gives his explicit and revocable consent that immotom is allowed to send advertising / marketing information by email, SMS, mail, fax or internet. The user can exclude this service during the registration process

The user gives his explicit consent also that immotom may publish the object data made available on other real estate portals.

There are no exceptions to the right of withdrawal according to the consumer protection act.

5. Obligations of the user

The user is when requesting service from immotom each on their own risk and expense required to use this only suitable technical devices, such as appropriate computers, modems and / or software, etc..

immotom provides the user with the information necessary for the use of the services subscriber data available. The user data which are provided are,

- a) the assigned access code and
- b) by the user at any time changeable personal password.

To avoid the misuse of his subscriber data, the user has the obligation to keep their data confidential and secure from access by unauthorized persons. The user is responsible for storing its own ads on the marketplace itself. The user commits to take off dated listings immediately from the marketplace.

6. General Statutes, Regulations

The user is obliged to observe when using the Website and the services of immotom, the applicable laws - such as the principle of equal treatment (see www.gleichbehandlungsanwaltschaft.at). Commercial users must comply with the relevant professional access and exercise requirements.

The description and the images used in this case may not infringe rights of third parties and shall relate solely to the offer.

Advertising, via the website of immotom offered objects is not permitted without prior written consent of immotom.

It is forbidden to use the data obtained by the use of the service information for commercial or unwanted advertising.

immotom reserves the right, within its principles to change the order on its market place at any time, as far as the users, taking account of the legitimate interests of reasonable immotom. Furthermore immotom reserves the right to remove advertisements and / or forum postings that violate applicable law and / or these terms and conditions.

7. Fee, due date, activation of advertisements

The amount, maturity and payment methods of pay are determined by the advertisers pay or the ad package purchased by the users agreed with immotom. All prices are gross including VAT. Payment must be made in Euro. All prices valid according to tariff can be found in the appropriate section on www.immotom.com.

If in doubt, the fee is due within 14 days of receipt of invoice or online booking to payment. This also applies to the case of a continuation of the usage agreement.

In case of late payment or non-feasibility of a bank feeder provides immotom the user default interest of 6% p.a.

In addition, the user has to replace all the costs incurred for the debt of the claims dunning and collection charges, attorney fees and court costs.

immotom is entitled to credit despite earmarked otherwise the payment made by a user, the payment on its senior debt. Costs and interest have already been incurred, is immotom entitled to credit the payment against the costs, then the interest and finally against the main performance.

immotom is entitled to make the enabling of an advertisement of the full payment of all outstanding claims dependent.

8. Warranty, Liability

For defects of his service makes immotom accordance with the legal provisions - if a paid use is agreed - guaranteed.

A fee reduction or reimbursement of charges, provided they were paid at all is, however, excluded if the failure period lasts in respect of each contract performance (ad area, forum, etc.) not more than 2 days on a monthly average and continuously 24 hours or the cause of failure outside the area of responsibility of immotom is in force majeure or a third party, such as another network operator or service provider.

immotom liable for damages caused in case of intent or gross negligence. The liability of immotom third parties is excluded for slight negligence, consequential, financial loss, savings not achieved, loss of profits, loss of interest and harm to the user from the claims. Claims for compensation for damage must be made in each case with other exclusion no later than within one year from the occurrence of damage in court.

The user undertakes immotom all third party claims, which are based on the content provided by him available, indemnify and immotom to replace the costs incurred because of possible rights violations this. This applies particularly to all claims and regulatory measures that immotom take account of the content of the tenders.

9. Licenses

The user acknowledges the immotom a time-limited for the duration of this license agreement, royalty-free, non-exclusive right to reproduce the saved of this content for the purpose of this agreement and make them available through the Internet to the public.

immotom is entitled to store the saved files for the purposes of evidence, about the length of contract and / or to reproduce.

10. Duration, termination, dissolution

The duration of the usage agreement is governed by the agreement with the immotom floor and is generally concluded for a definite time. The contract ends when the time without being required a separate statement.

The immediate termination of the contract for good cause remains the parties can, but must be in writing.

11. Blocking, erasure of advertisements and notices

immotom can block a user when specific indications exist that the users of the services of these Terms or governing law and / or when immotom has a legitimate interest in the blocking of a user.

Evidence of illegality and / or a violation of law are particularly when courts, authorities and / or other third set immotom thereof. immotom is not obligated the user of the lock and the reason to communicate. The lock is released as soon as the suspicion is ruled out.

The costs associated with the lock costs, including those of the reconnection shall be borne by the user. A lock release private or commercial users from the obligation to pay the fee.

The provisions of this section 11 shall apply mutatis mutandis to the cancellation of advertisements and / or other communications.

12. Links

Unless immotom refers via links to sites that are not operated by immotom, this is done only as a convenience to its users, to allow them access to such web sites. However immotom takes over in these cases no guarantee and / or liability for the content of such websites.

13. Severability clause, setoff, writing

The invalidity or ineffectiveness of individual provisions of the Terms shall not affect the validity of the remaining provisions. This If those agreements are considered to be met, which are legally valid and the original objective of immotom come closest.

Any off claims of a user against claims of immotom is excluded, unless they are acknowledged in writing or been legally established.

Except as provided in these Terms of literacy is required, the transmission by e-mail satisfies this requirement.

14. Place of jurisdiction, choice of law and language

Only the court of jurisdiction in Linz is cognizanz for all arising disputes.

Performance for all claims and liabilities is the legal headquarter of immotom. It is only the Austrian substantive law in the absence of reference standards of IPR and the UN Sales Convention (CISG).

The contracts, orders, business and appeal language is german.

The terms and conditions have been translated to the best of its knowledge and belief from german into english. Should any doubt or ambiguities arise in the translation, the exact content and the wording of the german version of the general terms and conditions is always valid.