
General Terms and Conditions - for the registration and use of services of mondoeco.ch under the Option “STANDARD”

The following General Terms and Conditions govern the legal relationship between MONDOECO GmbH (hereafter "mondoeco.ch") on one hand and the customer who registers his own company on the mondoeco.ch website (hereafter "customer") in order to offer his services to visitors of the website (hereafter "end-user").

By clicking the “Join” button, completing the registration process and/or using the service, you are stating that you agree to all the General Terms and Conditions of the service.

1) Introduction

This contract refers to the regulations of the electronic trade. Accordingly to the art. no. 7 of the Legislative Decree no. 70 of 9 April 2003 (accomplishment of the directive 2000/31/CE; eur-lex.europa.eu), the following information is provided:

- i. MONDOECO GmbH, Im Ufgänt 11, CH-8132 Hinteregg, Switzerland
- ii. Website: www.mondoeco.ch; e-mail: info@mondoeco.ch
- iii. Firm Registration: N. CH-020.4.040.847-3.
- iv. Sector: communication, business and internet services.

2) Services offering on mondoeco.ch

Under mondoeco.ch, mondoeco GmbH offers services and information about sustainable tourism, cultural events and nature. In particular, mondoeco.ch offers managers of, Rural Tourism and Agriturismo, Room&Breakfasts, Guest Houses, Inns, Holiday Homes, Dernière, Hotels, Bed&Breakfasts holiday-homes as well as producers of regional products and managers of catering facilities, Gastro-tourism, who apply at least two eco-friendly measures in their company the right to market their services and products on mondoeco.ch in connection with the above-mentioned areas. The valid eco-friendly measures are displayed under: **www.mondoeco.ch**

The subscription under the contract option "STANDARD" gives the customer the right (non-transferable to a Third Party) to use the mondoeco.ch website with regard to the insertion and the display of his own company, through the access to a reserved area, where he will be able to do the following:

- i. To display his own company, in particular, indicating the name, e-mail address and a short description
- ii. To insert 1 picture to show his own company

3) Duration and establishment of the contract

mondoeco.ch commits itself to publish all the data and images as stated in the section "Services and offerings on mondoeco.ch" on the mondoeco.ch website from the date of the drawing up of the contract (that is the date of the e-mail sent by mondoeco.ch to confirm the registration) until withdrawal of any party from the contract.

The agreement of the option STANDARD and its General Terms and Condition will commence on the date of the drawing up the contract of the Option STANDARD and shall remain in force unless terminated by either party at any time, for any reason. Withdrawal from the contract can be communicated even by e-mail by both Parties with a notice period of 30 days (the General Terms and Condition for the Option STANDRAD are published on mondoeco.ch)

Subsequent the subscription on the mondoeco.ch website and an e-mail to the applicants e-mail address will be sent to confirm the registration.

For contractual changes, mondoeco.ch reserves the right to modify the General Terms and Conditions at any time without prior notification or giving any reasons. In addition, if the revised version includes a substantial change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice through our RSS system in all the contractual languages of the website. Changes take action for future business transactions. The version in force between the customer and mondoeco.ch is the current version published on www.mondoeco.ch on the internet.

4) Access to the service offer

The technical access to the services provided by mondoeco.ch is via providers chosen by the customer and selected software by the customer.

In order to use the services offered by mondoeco.ch the customer must access a reserved area only accessible after login of the customer. The identification is carried out via a user-ID and a password selected personally by the user.

5) Obligations of the customer and conditions of use

The customer is responsible for the content and the images he inserts into the website mondoeco.ch through the reserved area. The customer authorizes mondoeco.ch to verify and possibly rectify the insertion to start up, even if mondoeco.ch is not obliged to offer this service. As for the data and the images that the customer enters in mondoeco.ch website, the customer must:

- i. not violate the patent rights, the image, copyright, trademark or any other proprietary rights of Third Parties, and not violate any other right of publication or privacy;
- ii. not violate the e-commerce regulations;
- iii. not put any unlawful, offensive or violent contents or images;
- iv. not put any obscene or pornographic contents or images;
- v. not violate any right regarding unfair competition, not to put any misleading advertising and do not enter any virus that may damage systems, data or personal information.
- vi. make sure that the inserted data is accurate and up-to-date
- vii. not place any hyperlinks in the inserted text that could harm the reputation of mondoeco.ch

The customer commits himself to keep the access information user-ID and password secret and protects them against misuse by unauthorised persons. The password is changed regularly from within the reserved area. The customer binds himself to indemnify mondoeco.ch its corporate bodies, employees and auxiliary persons against any judicial or extra-judicial action by Third parties or governments because of the contents and images put by the customer or by the use of the online services regardless of any fault.

6) Warranty and liability

mondoeco.ch does not assume any responsibility for accuracy of the data or images entered by the customers, particularly for the real existence of the final customer under the specified name and address.

mondoeco.ch does not have any relationship with the final customers, but it only acts as a go-between.

All business transactions with regards to offers made on mondoeco.ch website (in particular marketed services regarding tourism and products offered) are established exclusively between the affected customer and end-users (a customer who offers a service and a user who receives the service). mondoeco.ch, its corporate bodies, employees and auxiliary persons are in no way responsible for the risks associated with initiating and concluding business transactions, and are in no way liable for any resulting damages.

mondoeco.ch, its corporate bodies, employees and auxiliary persons do not accept any claim for damages, unless they are due to fraud or gross negligence. In particular liability is excluded regarding the accuracy, availability of completeness of the information given on mondoeco.ch.

mondoeco.ch does not assume any responsibility for any damages that arise in conjunction with the access of persons that are not listed as registered users and customers involved in unlawful and immoral conduct.

Please note that Internet is not owned by mondoeco.ch, therefore, is not responsible or liable for any possible Third Party access to the sites through mondoeco.ch website. mondoeco.ch does not assume any responsibility for damage to the customer or end-user equipment, nor can be made responsible for any software that could be delivered by mondoeco.ch website or the consequences resulting from the transport of such software.

mondoeco.ch uses reasonable efforts to process the data and any requests as soon as possible. However, mondoeco.ch is not liable for consequences due to delays or malfunctions in processing.

mondoeco.ch assumes no liability for damages, loss of profit, injury or claims by third parties due to customers not fulfilling contractual agreements.

7) Connection and changes

mondoeco.ch website and the online service are managed by mondoeco.ch with the utmost attention, reliability, and professionalism. However,

mondoeco.ch cannot guarantee that the service is always available without interruption and it assumes no responsibility for any connection line failure.

mondoeco.ch reserves the right to temporarily shut down the services for maintenance works or any other reason, and it may temporarily stop or limit the connection line service without prior communication or giving any reasons.

mondoeco.ch reserves the right to temporarily or permanently delete the space reserved for the customer from the mondoeco.ch website in the case Third Parties have undertaken any judicial or extra-judicial action or in the case the contents and the images do not comply with these contractual regulations. In both cases the customers will not be entitled to any indemnity.

Changes, interruption, updates or deletion of content do not entitle the customer to claim withdrawal from the contractual agreement, and/or reduction or claims of compensation for damages or refunds.

8) Risk

Mondoeco.ch takes precautions to prevent that customer data can be viewed by unauthorised persons. Nonetheless, despite of security measures taken by mondoeco.ch part of the system are beyond control of mondoeco.ch (provider, hoster of data) or customer computer.

The customer acknowledges that he knows about potential risks that arise when a communication is established over the internet. He knows about risks that arise due to insufficient system knowledge, out-dated anti computer virus programs and is aware of the fact that third parties may gain unnoticed access to computers when connected to the internet.

9) Privacy and data security

The customer consents his personal data, needed to put his company on mondoeco.ch website, are processed and stored.

The customer declares to comply with the Privacy Regulations (Directive 2002/58/EC) with regard to the data and the information on the end-user.

Furthermore, the customer consents that all the messages, like booking requests, promotional activities of mondoeco.ch, invoices and payments

reminders are sent by e-mail and that mondoeco.ch controls the receipt of them.

mondoeco.ch does not store any other data than the information given by the customer at the time of registration and the data which is added by the customer himself to market this services.

The customer acknowledges that published data on the website can be viewed worldwide and, as a consequence, data can be retrieved in countries with limited legislation on privacy regulations or data security.

10) Applicability

These Terms of Use shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

11) Applicable law and place of jurisdiction

All disputes between mondoeco.ch and a customer relating the General Terms and Conditions are subject to Swiss law. The place of jurisdiction is Zurich, Switzerland.

12) Final provisions

These Terms and Conditions were last updated on 31 May 2011.