

STANDARD TERMS AND CONDITIONS GOVERNING THE UTILISATION OF SERVICES AT WWW.SWISSWEBCAMS.CH (SWC)

1. Applicability

- 1 The website of SWC is a portal, incorporating internet webcams or live cams primarily in Switzerland, the Principality of Liechtenstein and bordering countries by linking them up. These Standard Terms and Conditions (STC) govern the contractual relationship between OPAG, FL-Vaduz, as the operator of the portal www.SwissWebCams.ch (SWC) and the natural person and/or legal entity utilising services offered by OPAG either as applicants/operators of web/live cams ("operators") or as users ("users").
- 2 These Standard Terms and Conditions currently govern the use of the websites swisslivecams.ch, swisslivecam.ch, swisstravelcams.ch, swisstravelcam.ch, swisswebcams.ch as well as any subdomains ("SWC website") belonging to these domains. The STC shall also apply to any use of the SWC website or parts thereof via other websites that enable you to gain partial or full access to the SWC website.
- 3 OPAG shall perform its services exclusively according to the STC outlined hereinto below, which shall take precedence over any STC of an operator, a user or third party. By registering a webcam or by using the services offered on a SWC website, you shall be deemed to have accepted these STC.
- 4 OPAG expressly reserves the right to change, supplement and delete parts of the SWC web site or the entire online offering or to discontinue the circulation of content either temporarily or permanently without prior warning.

2. Registration and notice of cancellation for web/live cams

- 5 Each natural person or legal entity may apply to OPAG to have their own web/live cam linked up to the SWC website. OPAG reserves the right to turn down any application at any time without giving reasons. The link-up of web/live cams shall in principal take place free of charge. OPAG shall moreover, be entitled to delete an existing entry at any time without adhering to a period of notice.
- 6 By registering, the applicant authorises OPAG to forward the pictures captured by the aforementioned web/live cam to other platforms (e.g. Schweiz Tourismus, 20-Minuten, MeteoNews, etc.) for the purpose of marketing them or to use them for further services (e.g. postcards, MMS).

- 7 The operator of a web/live cam may break the link at any time without adhering to a period of notice. OPAG shall endeavour to comply with this request within a reasonable period of time, as a rule within about one week.

3. Liability of the operator of a web or live cam in particular concerning the transmitted content

- 8 Upon registering the web/live cam, the operator of a web/live cam shall accept sole responsibility for the link-up and representation of the registered web/live cam and hence, in particular, for the transmitted content, too. Furthermore, the applicant shall confirm that the webcam is configured in such a way as to render it impossible to recognise individuals (or objects, which would help determine the identity of individuals). **The operator shall be under obligation to comply with all legal requirements and guidelines and shall upon request hold OPAG entirely harmless from third party claims.** If OPAG is sued, the operator of a web/live cam shall accede to the proceedings upon third party notice being received. In addition, the operator shall in any case bear any legal or out-of-court expenses, including court and lawyers' fees incurred in connection with third-party claims.

- 9 In the event of complaints being received from users that imply that the operator of a web/live cam has acted unlawfully or immorally or has perpetrated a criminal act, OPAG shall be entitled to delete the entry at its own discretion without adhering to a period of notice. OPAG reserves the right to report the matter to the competent authorities. Similarly, OPAG shall accept no responsibility whatsoever for the content of the electronic postcards sent via the SWC platform.

4. Intellectual property

- 10 The images and content placed on SWC websites by OPAG and made available to operators and users within the framework of these STC, shall be deemed to be part of the intellectual property of OPAG, provided that they are not the intellectual property of a third party, and are as such legal protected. The images and content may not be duplicated or distributed without the prior written consent of the holder of the rights. This shall apply especially to the copying of content with the assistance of so-called "robot/crawler" search-engine technology or using other automatic search mechanisms. The layout of the SWC websites and these STC may only be duplicated and/or used on other websites given the prior written consent of OPAG.

5. Links to other providers

- 11 Clicking on a link on a SWC website may result in you leaving the site. These linked sites of third-party providers, supplementary services or advertisements are not under the control of OPAG and OPAG is not responsible for the content or services on these linked sites. The integration of such sites does not imply that OPAG is in cooperation with the providers of these sites.

6. Data protection

- 12 OPAG adheres to data protection law and endeavours to treat all personal user data with due care. Data of individuals are only recorded where necessary to perform the services. The recorded personal details are in principle used only for the purpose of performing the desired service. OPAG endeavours to safeguard by means of appropriate technical and organizational measures all recorded data relating to individuals against unauthorised processing. In case of abuse, or a suspected criminal act, OPAG shall be entitled to evaluate the data and to forward such data to the competent authorities upon demand.
- 13 Insofar as the user has the option within the framework of the services offered by OPAG to input personal or business data (e-mail addresses, names, addresses), he does so entirely voluntarily and at his own risk.

7. System integrity

- 14 Users and operators shall not be authorised to use mechanisms, software or other routines in connection with using the SWC website or the connection of a web/live cam which may disrupt or interfere with the SWC website. Neither users nor operators may undertake measures that may lead to the SWC infrastructure becoming overloaded. OPAG shall in such cases be entitled to refuse operators and/or users access to the services. Moreover, operators and users shall be liable in full for any damage resulting from this.

8. Exemption from liability

- 15 **The SWC website and all services (links to web/live cams) offered via the SWC website are made available without any guarantee whatsoever with regard to their availability and quality. In particular, OPAG cannot assume any responsibility for the timeliness, accuracy, completeness or quality of the information provided. In particular, OPAG shall not be liable for any losses whatsoever, resulting from delayed availability,**

faulty functionality or incorrect or incomplete information. OPAG shall not accept any liability whatsoever for indirect and consequential losses.

16 In all other cases, any liability of OPAG towards operators, users and third parties shall be limited to the statutory maximum limits.

9. Final remarks

17 OPAG reserves the right to amend these STC at any time without specifying reasons. The modifications shall come into effect as soon as they have been published on the SWC website.

18 In the event of a provision of these STC being or becoming invalid, this shall not affect the remaining provisions. Instead the invalid provision shall be replaced by a provision coming as close as legally possible to the purpose of the invalid provision. The same shall apply to any possible gaps.

19 These STC and all agreements concluded with OPAG are governed by Swiss law. **Any disputes arising hereunder shall be settled exclusively before a competent Zurich court of law. The place of performance shall be Zurich 1.**

2nd June 2003