



## Terms and Conditions

### 1. Terms and conditions

This website is provided by SWISS BASE Philippe Blättler, hereinafter referred to as 'SWISS BASE', Postfach 68, 8962 Bergdietikon, Switzerland.

The use of this website is subject to the terms and conditions set forth below. By using this website you confirm that you have read, understand and accept all of the terms and conditions exactly as they appear on the website during use. If you disagree with any of the terms and conditions, do not use this website and close it immediately. If you have any questions, please contact us at [info@swiss-base.com](mailto:info@swiss-base.com)

### 2. Copyright, trade marks and proprietary rights

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All trade names, trade marks and logos are trade names, trade marks and logos belonging to the respective owners and may not be used without the consent of the same.

You hereby acknowledge and accept that this website and the materials and information ('content') that it contains or that are provided through this website or during use of this website are the property of SWISS BASE or its licensors and are protected by copyright, trade marks, service marks and other proprietary rights. The content may be retrieved and displayed on your computer, single pages may be printed out on paper (photocopying is not allowed) or saved in electronic form on a disk - albeit not on a server or on any other piece of equipment connected to a network - but only for personal, non-commercial use.

Without the express consent of SWISS BASE or its licensors, the content of this website may not be copied, modified, distributed or sold or used to produce any work.

### 3. Age and responsibility

You hereby confirm and guarantee that you are over 18 years of age and legally authorized to conclude this contract and to use this website in accordance with the terms and conditions set forth on this website.

You hereby further agree that:

3.1 You will not disclose your user name or password to any third party;

3.2 You will bear the financial responsibility for any misuse of this website by any third party who may gain access to your username and password (including but not limited to minors living with you);

3.3 You will bear full responsibility for any bills, charges, costs, taxes or other expenses resulting from the use of this website.

#### 4. Our services

SWISS BASE will provide you with information on the availability of offers and services along with other information useful for booking a hotel or a trip. You hereby acknowledge that prices, limitations and the availability of products and services are subject to change without notice.

#### 5. Contract for the purchase of travel and hotel services

By booking of offers you are effectively concluding a contract with the legal or natural person who is providing the offers and services in question, and not with SWISS BASE. Said contract is subject to any terms and conditions set forth by the legal or natural person in question as indicated on this website or elsewhere. By accepting an offer you accept these terms and conditions.

Please note that SWISS BASE acts solely as an agent for the legal or natural persons whose offers or services are being offered on this website. SWISS BASE's sole responsibility towards you in offering the services made available through this website is that of passing on the details an information of offers and services.

SWISS BASE excludes all liability for any loss or damages suffered or incurred by you as a result of incorrect processing of your information by the legal or natural person offering the offers and services that you have ordered. SWISS BASE accepts no liability or responsibility for said offers or services and is in no way a representative of the same. In addition, SWISS BASE makes no warranties, express or implied, as to the suitability or quality of any offers or services presented on this website.

#### 6. User conduct

This website allows the user only to check the availability of offers and services and to make legally binding bookings or conduct other business transactions with the legal or natural person who is providing the same, and shall serve no other purpose.

Your name, address and any other information, including the method of payment, if applicable, which you provide, along with information concerning the way in which you use this website, will be treated by SWISS BASE in accordance with the Data Protection guidelines set forth on this website.

You hereby agree specifically not to use this website for the following purposes:

- a) Transmitting, sending or emailing any content of this website,
- b) Sending any material containing a software virus or any other computer code, files or programmes, or
- c) Destroying or blocking access to the website, the server or the network connected to this website.

SWISS BASE reserves the right to withdraw access to the website at any time without notice.



## 7. Indemnification

By using this website you agree to hold SWISS BASE, its employees, agents, suppliers and all other partners harmless from any liability, costs (including lawyers' fees) or damages that may arise from claims for compensation for damages through (i) use of this website and (ii) any material that you send or transmit via this website, including claims for compensation for damages resulting from the violation of intellectual property rights or from libel.

## 8. Limitation of liability and disclaimer

The content of this website is meant for entertainment and information only. SWISS BASE relies on the third parties supplying the content to ensure that the information provided is accurate and up to date. You hereby acknowledge that SWISS BASE does not check the content.

The views and opinions on this website are not necessarily those of SWISS BASE.

SWISS BASE accepts no liability for transmission errors or for delayed or cancelled bookings or any other act or omission by any of the third-party providers presented here.

You hereby accept that this website is provided 'as is' and 'as available'.

Furthermore you understand that sending incomplete or inaccurate information may lead to a delay in or the cancellation of your booking with the legal or natural person who is providing the offers and services in question.

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SWISS BASE ACCEPTS NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE LOSS OF DATA, GOODWILL, PROFITS, INCOME, EXPECTED SAVINGS OR PURCHASING OPPORTUNITIES) ARISING IN CONNECTION WITH THE CONTRACT THROUGH PERVERSION OF JUSTICE OR IN ANY OTHER WAY THROUGH THE USE OF OR INABILITY TO USE THE WEBSITE OR THROUGH PRODUCTS OR SERVICES BOOKED OR PURCHASED THROUGH THIS WEBSITE.

THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THESE TERMS AND CONDITIONS ARE FUNDAMENTAL CONDITIONS. USE OF THIS WEBSITE IS STRICTLY SUBJECT TO THESE LIMITATIONS.

This website may contain links to other web pages either directly or through the use of frames. Wherever possible, SWISS BASE clearly indicates the destination of said links. The websites in question are published by independent third parties. You hereby accept that SWISS BASE shall have no liability for the availability or content of said pages.

## 9. Advertising and offers

SWISS BASE may provide information on its website relating to specific services, offers or advertising ('offers') provided by SWISS BASE or other legal or natural person. Such offers are subject to special terms and conditions and limitations, which are specified on this website in connection with such offers. Any offer that is legally inadmissible shall be considered void. Please read carefully the terms and conditions and limitations relating to each individual special offer presented on this website.

## 10. Advertising and sponsor material

Parts of this website may contain advertising and sponsor material. Advertisers and sponsors are responsible for ensuring that the material provided on this website is accurate and up to date and that it meets the relevant legal requirements. SWISS BASE does not endorse the Products or services advertised and accepts no liability or responsibility for any errors or inaccuracies in any advertisements or sponsor material.

## 11. Competitions and prize draws

From time to time, SWISS BASE may organize competitions, prize draws or advertising campaigns on this website. These are subject to additional terms and conditions that will be announced at the time of the competition etc..

## 12. Payment

Some payments may require that you provide your credit card details. Your credit card details will be passed on to the legal or natural person who is providing the products or services in question or to the provider's agent, who will receive the payment in accordance with the terms and conditions defined by the legal or natural person in question. SWISS BASE reserves the right to debit to you additional handling charges incurred by SWISS BASE, the legal or natural person or the agent in connection with payments made by credit card. If applicable, we will inform you of the charges in question. No other method of payment is accepted. No responsibility is accepted for cash sent by mail.

## 13. Data Protection guidelines

Any personal details which you pass on to SWISS BASE will be used strictly in accordance with the Data Protection guidelines set forth on this website.

## 14. Security guidelines

SWISS BASE endeavours to use secure technologies to protect your personal details and financial transactions.

## 15. Applicable law and jurisdiction

These terms and conditions shall be governed and construed in accordance with the laws of Switzerland. Both parties agree that any disputes arising from or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Swiss courts.



## 16. Force majeure

SWISS BASE shall accept no liability for any failure in connection with these terms and conditions or products or services made available hereunder where such failure shall be occasioned by any incidents or circumstances beyond SWISS BASE's reasonable control including but not limited to governmental action, wars, insurrections, kidnappings, fires, floods, accidents, storms, strikes, lock-outs, terrorist acts or industrial action affecting SWISS BASE or its suppliers.

## 17. Validity

If any provision of these terms and conditions shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these terms and conditions shall remain in full force and effect. Failure by you or by SWISS BASE to exercise any right, including the right of appeal, under or in connection with these terms and conditions shall in no way be construed as a waiver of such right.

## 18. Modification of terms and conditions

On the basis of the guidelines concerning the updating and improvement of the website, SWISS BASE may modify these terms and conditions (including the terms and conditions governing use of the content) from time to time without notice. Continued use of this website following any changes to the terms and conditions shall be subject to acceptance of said changes. If you do not accept the changes, do not use this website. These terms and conditions were last modified in July 2008.

This is an English translation of the German general terms and conditions. In case of any translation differences the German general terms and conditions will overrule the English version.

SWISS BASE Philippe Blättler  
Bergdietikon, Switzerland, July 2008