

# Information

## About [yourstayapp.com](http://yourstayapp.com):

Any size or type of accommodation property (hotels, apartments, bed'n'breakfasts etc) can use [yourstayapp.com](http://yourstayapp.com) to publish in a simple and structured way, different kind of information (how to get there, check-in, recommendations, activities, events etc) to the guests' smartphone app.

By scanning the QR code with the app, provided by the property, all information is downloaded to the smartphone and is also **offline** available during the stay.

Guests can prepare for their upcoming stay and get all recommendations direct from their booked property to the smartphone.

**The app only works with the information provided by the properties at [yourstayapp.com](http://yourstayapp.com) and the respective property QR code.**

## Issuer:

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[yourstayapp.com](http://yourstayapp.com)

# General Terms and Conditions

## 1. Scope

These issuers' (Christian Pietsch and Roland Krell, hereinafter "the issuer") General Terms and Conditions govern the use of [yourstayapp.com](https://yourstayapp.com) as well as any and all websites and services provided by the issuer and its partners. The use of third-party services or of third-party websites [yourstayapp.com](https://yourstayapp.com) links to may be subject to terms and conditions of their respective owner. By using [yourstayapp.com](https://yourstayapp.com) and partner websites the user (hereinafter the use of the term "he" in conjunction with "the user" shall be used to refer to female users as well) agrees to observe these General Terms and Conditions.

## 2. Services provided by [yourstayapp.com](https://yourstayapp.com)

### 2.1 General

The issuer and its partner companies provide various online services for use free of charge on the [yourstayapp.com](https://yourstayapp.com) website. These services may be altered or expanded in terms of content and form or discontinued at any time. The issuer reserves the right to switch specific services to a fee-based format and to subcontract third parties for the provision of services at any time.

### 2.2 Registration

No personal data is stored by the issuer when you access our websites. The web servers of our hosting partners and the Google Analytics program developed by Google merely register non-personal usage data which is used by us for statistical and optimization purposes (on opting out, see section 6). The usage data is not tied to personal data.

Registration may be necessary for individual services. The user is then obliged to provide the necessary information truthfully and completely and enter any changes in a timely manner. The user bears sole responsibility for the content of his registration and consequently for the personal information he provides. The issuer reserves the right to delete the user's registration at any time without stating reasons. The issuer implements measures to protect its application from unauthorized access by third parties. However, there is no absolute protection in this regard. The issuer shall not be liable for the consequences of unauthorized access (Data Protection, see section 5).

### 2.3 Storage and Publication of Content

[yourstayapp.com](https://yourstayapp.com) provides users with various methods of entering user-generated content in various sections of the [yourstayapp.com](https://yourstayapp.com) website, e.g. how to get there, check-in, recommendations, activities, events. Each content entry constitutes a use for which the user accepts the issuer's General Terms and Conditions in effect at that time. The user declares his express agreement with the uploading and publication of his content. The issuer is not obliged to upload and publish any content. The issuer reserves the right to remove content from the website at any time without disclosure of reasons. Content and reviews entered on the [yourstayapp.com](https://yourstayapp.com) website constitute the subjective views of the authors and do not represent the opinions of the issuer. Furthermore, uploading and publication do not constitute acceptance or condoning of the uploaded content by the issuer.

### 3. User Obligations

The user agrees not to abuse services provided by [yourstayapp.com](https://yourstayapp.com) and to refrain from illegal activity. In particular, no data may be entered into the system that contains computer viruses and services may not be used in a manner that negatively impacts the availability of these services for other users. The user recognizes that the content and information (addresses, URLs, logos etc.) provided on [yourstayapp.com](https://yourstayapp.com) are legally protected and/or affect the rights of third parties.

The user is obliged to handle access data provided to him (user name/password) carefully, in confidence and with caution. The issuer cannot be held liable for any misuse of access data or damage caused by such misuse. The user is obliged to immediately report any misuse, illegal offers etc. to the issuer upon becoming aware of such content or activity on [yourstayapp.com](https://yourstayapp.com).

The user is obliged to observe netiquette.

The user commits to refrain from violating statutory provisions of Swiss law with any published content. In particular, the user shall not post any content that may be deemed a violation of personal rights, competition rights or that may be viewed as defamatory, racist, glorifying violence, threatening, pornographic or obscene and not to infringe the copyright of third parties. The issuer reserves the right to block, delete or decline to upload any content that violates these rules immediately and without notification. In the event of such a violation, the issuer furthermore reserves the right to bar the user from adding future content.

### 4. Data

The issuer endeavours to use data that is up to date and correct. The user acknowledges that the data may contain errors or incomplete information as a result of technical or other factors. Furthermore the user acknowledges that the content is published by other users and not the issuer. The issuer cannot be held liable for any errors or consequences arising from this. The further use and forwarding of data (electronically, hard copy, etc.) without the prior written consent of the issuer is strictly prohibited.

### 5. Privacy

The protection of data and privacy is one of our major concerns. The issuer observes the legal provisions of Swiss data-protection legislation when processing data. The issuer and/or third-party providers may forward or disclose the customer's data to group and partner companies of the issuer and/or of the third-party provider and to outsourced data processors domestically and abroad and commission them to process the customer's data. The legislation in the country of the recipient does not in all cases provide protection for the processing of data equivalent to that of Switzerland.

Cookies are used to manage services offered by [yourstayapp.com](https://yourstayapp.com). A cookie is a text file which is saved on your computer and identifies a specific user, thus allowing information to be provided to the user in a more user-friendly manner.

### 6. Google Analytics

This website uses Google Analytics, a web analysis service of Google Inc. ("Google"). Google Analytics uses cookies to analyse your use of the website. The information generated by the cookie about your

use of this website is generally transferred to a Google server in the United States and saved there. If IP anonymization is activated on this website, your IP address will, however, first be truncated by Google within the member states of the European Union or in other states that are signatories to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transferred to a Google server in the United States and truncated there. At the request of the operator of this website, Google will use this information to analyse your use of the website, to compile reports on website activities, and to provide the website operator with additional services associated with use of the website and internet; the IP address transmitted under Google Analytics by your browser will not be combined with other Google data.

You may prevent cookies from being saved through a corresponding setting in your browser; we point out, however, that in this case you may not be able to use all the functions of this website to their full extent. You can also prevent the data generated by the cookie relating to your use of the website (incl. your IP address) from being recorded by Google, and prevent such data from being processed by Google by downloading and installing the browser plugin which is available at the following link (<http://tools.google.com/dlpage/gaoptout>).

## 7. Intellectual Property

The user is granted the non-transferable, non-exclusive right to use the services provided on [yourstayapp.com](http://yourstayapp.com). All rights to existing or developed intellectual property in conjunction with services provided by [yourstayapp.com](http://yourstayapp.com) are retained by the issuer or authorized third parties.

## 8. Availability, Warranty and Liability

The issuer aims to ensure a high level of availability. However, the issuer cannot guarantee that the services provided will function free of interruptions and errors. The issuer excludes any and all liability towards the user or third parties to the full extent permitted by law. The user acknowledges in particular that the issuer shall not be liable for content published on [yourstayapp.com](http://yourstayapp.com) by other users or of external websites to which [yourstayapp.com](http://yourstayapp.com) provides a link. The user shall hold the issuer harmless against any and all third-party claims that arise as a result of the misuse of data or services provided by [yourstayapp.com](http://yourstayapp.com) or the content published by the user.

## 9. Language of General Terms and Conditions

The issuer provides a translation of the General Terms and Conditions in English. By accepting the General Terms and Conditions in other languages, you acknowledge that these translations serve to enhance your comprehension and convenience, but that the German version of the General Terms and Conditions shall govern the relationship between you and the issuer.

In the event of contradictions between a version of the General Terms and Conditions in a language other than German and the German version, the German General Terms and Conditions shall prevail.

## 10. Final Provisions

The issuer reserves the right to change these General Terms and Conditions at any time. The changes shall come into effect from the time of their publication on [yourstayapp.com](http://yourstayapp.com). The issuer reserves the right to block users that violate these General Terms and Conditions from accessing [yourstayapp.com](http://yourstayapp.com). If one or more of the provisions of this agreement is/are void or ineffective, the

other provisions shall remain binding. This agreement is subject to Swiss law. The place of jurisdiction is the registered residence of the issuer (Zürich).



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