

# MoveAgain AG

## GENERAL TERMS AND CONDITIONS OF BUSINESS

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Version as of [03.10.2023]

#### 1. OBJECT

1.1 Moveagain AG, Färberstrasse 3, 8008 Zürich, Switzerland, (hereinafter "MoveAgain") operates an online platform for household-related services (hereinafter "Services"), which include removals, cleaning, painting, etc.. MoveAgain may offer further services in connection with the aforementioned services via the online platform. These may include payment processing or communication between the parties.

1.2 Please read these General Terms and Conditions (hereinafter "GTC") carefully before ordering a service via the online platform. The GTC become - during the order process - an integral part of the respective contractual relationship between you and MoveAgain by selecting the checkbox ["I have read the General Terms and Conditions and agree to them"]. You agree to the following terms and conditions as well as our privacy policy and declare that you are legally allowed to conclude contracts and that you are at least 18 years old.

1.3 Should you conclude the contract in the name of a third person, a company, your employer, etc., you declare that you are authorised to represent the person concerned, the company concerned, your employer, etc. and to conclude legal transactions in his/her name. MoveAgain may - irrespective of internal regulations or circumstances of the company concerned and entries in the commercial register and without further verification of the authorisation - assume that you have the corresponding authorisation to represent. Whenever these GTC refer to "you", "you" or the like, this always refers to the company, employer, etc., on whose behalf you are acting.

1.4 MoveAgain reserves the right to change the GTC at any time. All changes and/or adaptations shall become effective with the publication of the new GTC on our website. The applicability of the GTC (relevant point in time) is determined by selecting the checkbox ["I have read the General Terms and Conditions and agree to them"] during the order process.

#### 2. OFFER AND CONCLUSION OF THE CONTRACT

2.1 MoveAgain shall prepare an offer based on the data provided by you, such as addresses, removal goods, etc.. The offer shall be sent to you electronically and shall be valid for a period of 5 working days. You are not obliged to accept the offer. Rejection or non-acceptance of the offer does not result in any obligations or disadvantages.

2.2 The contract and therefore the contractual relationship is concluded when you accept MoveAgain's offer. The offer is accepted by clicking on ["Book Now"] on the online platform.

Alternatively, the contract can also be concluded by e-mail or by telephone. In the latter case (telephone), the conversation will be recorded after prior notification and your consent.

2.3 The contract is concluded exclusively between you and MoveAgain. MoveAgain will involve a third party company (hereinafter referred to as "partner company") for the provision of the service(s). No contract is concluded between you and the partner company. The payment for the agreed and provided service is to be made solely to MoveAgain. MoveAgain is your contact person before, during and after the provision of the service. A remuneration directly to the partner company is not owed. If you are requested to do so by the partner company, please contact MoveAgain immediately.

2.4 Your data may be shared with an average of 3 moving companies cooperating with MoveAgain for the purpose of creating personalized moving quotes and possibly arranging a consultation appointment. MoveAgain will only forward your data to professional moving companies that bring expertise from the market and have been contractually bound by MoveAgain to treat your data confidentially. MoveAgain receives a fee for the transmission of your request to suitable moving companies.

## **3. DUTIES/OBLIGATIONS OF THE CUSTOMER**

### **3.1 Details and relocation list**

3.1.1 You undertake to provide truthful and complete information on all removal goods, the local conditions and the objects to be cleaned. This includes, in particular, the required information on the move-in and move-out location, other special circumstances, metre details for walking distances to and from the vehicle, area details, number of rooms, persons in the household, floor details, cellar rooms, contents of the removal list, lift, etc. Should you conceal special circumstances, such as long distances from the front door to the street, area details, number of rooms, persons in the household, etc., MoveAgain reserves the right to charge you an additional expense allowance after the performance of the service.

3.1.2 You agree and undertake to provide MoveAgain with further details if objects need to be transported that exceed a length and/or width and/or depth of more than two metres and/or a weight of 100 kilograms (e.g. marble statue, piano, safe, etc.) and/or require special transport equipment.

3.1.3 You undertake to send a complete moving list to MoveAgain. The relocation list must be submitted immediately during the ordering and booking process. If this is either not requested during the ordering and booking process and/or its input is not possible, you must submit the moving list or the completion thereof no later than three days before the agreed date of service provision. This can be done either via the standardised form or by e-mail.

3.1.4 Should you withhold the information (Sections 3.1.1-3.1.3), MoveAgain reserves the right to charge you a corresponding compensation for expenses after the performance of the service. MoveAgain also reserves the right not to transport the relevant items. Transport of valuables (e.g. jewellery, gold, art, etc.) is not provided for and the security as well as damage-free keeping of the same cannot be guaranteed at any time. In all other respects, reference is made to the exclusion of transport in clause 3.5.

3.1.5 If it is not possible to provide clear information on certain points and/or special information is required, you must note this in the comments field and/or mention it in the personal interview.

## **3.2 Preparatory actions Removal goods**

3.2.1 You undertake to carry out all the necessary preparatory actions for the proper execution of the removal in good time and, in particular, to ensure that the removal goods are properly packed and suitable for transport. The packaging must be appropriate and safe for transport; the removal goods must be stackable. Movable, fragile and/or electronic items must be specially protected. These items must be packed in such a way that they are adequately protected against the forces usually occurring during transport and can be stacked. The partner company is not obliged (cf. entire section 3.2.1) to check this before transport. The partner company may reject removal goods that have not been packed appropriately and safely for transport. In this case, refusal of transport does not constitute a breach of contract. MoveAgain shall not be liable under any circumstances for damage to items which have not been packed appropriately and safely for transport.

3.2.2 You undertake to disassemble plug-in and lightweight furniture, such as IKEA Pax, Billy shelves, etc.

3.2.3 The obligations pursuant to the aforementioned Sections 3.2.1 and 3.2.2 shall not apply if the preparatory actions are booked as an additional service with MoveAgain via the online platform.

## **3.3 Preparatory actions, permits and documents**

3.3.1 You undertake, if necessary, to obtain the official permits for no-stopping zones for the agreed removal period at the move-in and/or move-out location, unless you have booked the organisation of official permits as an additional service. However, you acknowledge that the granting of official permits is at the discretion of the authorities and cannot be guaranteed by MoveAgain.

3.3.2 You undertake to provide MoveAgain with all documents, accompanying papers, permits, licences, customs documents, etc., which are necessary for the transport based on a legal requirement or an official order. MoveAgain is not obliged to obtain these documents or to check them in advance; this is your responsibility.

3.3.3 You are obliged to agree to a no-parking zone for a fee in the event of inaccessibility at the loading and/or unloading point. If you indicate that the loading and/or unloading point is accessible for trucks up to a distance of 20 metres and/or can be reached without problems, and if this is not the case on the day of the move because, for example, third parties have parked their vehicles or other obstacles exist, MoveAgain shall charge additional costs due to the resulting additional expenditure (flat rate per time). The additional expenditure shall be determined in the amount of CHF 50.00 gross per hour and worker of the partner company for the duration of the loading and unloading. Hours worked will be charged at CHF 50.00 per worker of the partner company. The same applies to lifts which have been declared as available and are not available on the day the order is executed, irrespective of the reason. Lifts in which less than 50% of the goods to be transported fit shall be deemed not to be available within the meaning of the above.

## **3.4 Duties on moving day**

3.4.1 You undertake to check that no item and/or equipment is taken or left behind in error at the loading point.

3.4.2 You undertake to be present at the loading and unloading point and to sign any working

papers/reports/transfer protocols. If you are not present, you shall appoint an authorised third person who is entitled to dispatch or receive the removal goods, to check them for damage, to accept the services of MoveAgain and to sign the handover report and other documents. It is your responsibility to inform your authorised third party about all order details, contractual matters and other agreements. MoveAgain rejects any warranty if neither you nor an authorised, instructed third person are on site.

3.4.3 In case of delays caused by the fact that you are absent and/or not properly represented, MoveAgain shall be entitled to charge a compensation in the amount of CHF 100.00 gross per half hour or part thereof as well as per removal employee present on site due to the third-party costs incurred. From 3 hours waiting time MoveAgain is entitled to charge you, without the provision of the ordered service, the contractually agreed remuneration in the sense of a compensation in full. In this case you are allowed to prove that the damage to be compensated by the compensation did not occur at all and/or is lower than the compensation.

3.4.4 In the event of snowfall, the Customer shall be responsible for clearing the approach route and the parking area of snow. Should the approach or parking be impossible due to the snow, MoveAgain reserves the right to charge for any snow removal work or to withdraw from the order.

### **3.5 Transport exclusion / reasonableness / exclusion**

3.5.1 The transport of drugs or other illegal items is excluded in any case and without exception.

3.5.2 Without prior agreement, the following are also excluded from transport: Animals, cash, bearer documents, precious metals, precious stones, weapons and their components and ammunition, gas cylinders and fuel containers as well as human and animal remains.

3.5.3 Any order placed with MoveAgain shall be subject to the condition that the conditions for the execution of the order are reasonable. If an order is unreasonable, e.g. in case of high pollution of the object or unpacked removal goods, MoveAgain reserves the right to charge a surcharge or to cancel the order and withdraw from the contract. MoveAgain shall in no case be liable for any resulting costs.

3.5.4 For all cleaning services, such as final cleaning, no mould removal will be carried out. You are responsible for the removal of mould and other types of soiling of the property that are related to improper use.

### **3.6 Acceptance and procedure in case of defects/damage**

3.6.1 The service (removal goods, condition of cleaned flat) must be inspected by you or a third party authorised by you immediately after performance and accepted using the handover protocol. Defects or damage do not entitle you to refuse acceptance, but must be noted on the handover report. The handover report must be signed together with the partner company.

3.6.2 Externally visible damage and/or loss of the removal goods must be recorded on the handover report and MoveAgain must be notified in detail and sufficiently specifically in text form (e-mail, letter) after delivery, but no later than the next day. In case of letter form, the postmark shall be decisive. A simple note on the proof of performance, delivery receipt or damage report does not satisfy this obligation to notify. A verbal complaint is admissible if the damage is reported to MoveAgain by telephone "immediately upon delivery".

3.6.3 If you refuse to note the recognisable damages on the handover report or to sign the handover report, you shall withdraw from the right to notify MoveAgain of these recognisable

damages subsequently to the provision of the services. Only those services and/or objects and/or facilities designated as defective or damaged in the handover report shall be deemed to have been claimed and constitute a defect and/or damage. All other services and/or objects and/or facilities shall be deemed to have been accepted without reservation and any claims against MoveAgain shall expire.

3.6.4 You must notify MoveAgain of any defects or damage which are not immediately apparent within 8 days of the issue of the handover report at the latest. The notification shall be made by mail, whereby the deadline shall be deemed to have been met upon posting (postmark); notification by e-mail is also possible, whereby receipt by MoveAgain shall be decisive for compliance with the deadline. MoveAgain shall also examine the claimed defects and/or damages within a period of 8 days.

3.6.5 If damage and losses are not claimed within the specified periods and under the specified conditions of sections 3.6.1 to 3.6.4, any liability claims shall lapse.

3.6.6 All claims shall be forfeited if, prior to their assertion or clarification by MoveAgain, further work is carried out by third parties, with or without an order, and irrespective of whether such work is carried out with or without fault on your part (e.g. painting work or cleaning services).

3.6.7 If you have to hand over the property, house, flat, office, etc., to the owner, the administration, the landlord, etc., on the same day, the partner company only has to attend the handover if the time between the end of the service and the acceptance date does not exceed 60 minutes. If the acceptance takes place later, or if the appointment is scheduled on a different day than the cleaning appointment, the partner company is not obliged to attend this. If the partner company is responsible for a rectification, such as a subsequent cleaning, this will be carried out free of charge for you.

3.6.8 The acceptance date for the object, flat, office, etc., must be communicated to MoveAgain in writing at least 1 working day before the performance of the service (cleaning). You also acknowledge that the acceptance date must be no later than 72 hours after the performance of the service (cleaning). If this is not the case, or if the acceptance date has not been communicated at all, the claim to the acceptance guarantee and any subsequent cleaning as well as any further claims shall lapse.

3.6.9 You undertake to send MoveAgain a copy of the complaint to the owner, the landlord, the administration, etc. within 24 hours. Should this not be the case, the claim to the acceptance guarantee and a possible subsequent cleaning as well as to further claims shall lapse - in analogy to section 3.6.6.

3.6.10 Substitute performance, i.e. the involvement of third parties to remedy defects or damage or in the event of performance in breach of contract for which MoveAgain or the partner company bears responsibility, is not permitted. The costs arising from such substitute performance shall be borne by you.

### **3.7 Additional and reduced expenditure**

3.7.1 MoveAgain reserves the right to charge you for all or part of the additional expenses incurred due to (i) incomplete or inaccurate data or (ii) unforeseen circumstances, such as technical malfunction of the house lift, fire, snowstorm, road closure, etc.. If possible, MoveAgain will try to find an amicable solution with you.

3.7.2 If the partner company asks you to sign or complete a form on site for the documentation of

any additional expenditure, you are obliged to do so. For the time being, this is for documentation purposes only.

3.7.3 In the event of a reduction in expenditure, there shall be no entitlement to a price reduction and/or refund.

3.7.4 Additional expenses shall be calculated in accordance with the following list of prices and services:

#### [ADDITIONAL EXPENDITURE LIST](#)

### **3.8 Booking of assembly services**

3.8.1 You can book the additional service "assembly" in particular when booking a move. The assembly service can be booked separately as dismantling ("disassembly") and/or assembly ("assembly"). The dismantling of the removal goods is carried out by the partner company to the extent necessary to complete the move. Assembly (reassembly) therefore only covers the furniture that was previously dismantled (disassembled). The assembly service does not include new furniture that has not been professionally dismantled and/or originally packed.

## **4. CHANGE/POSTPONEMENT/ADJUSTMENT OF DATES AS WELL AS CANCELLATIONS**

### **4.1 Change/Postponement of Appointments**

The booked and/or agreed dates for the provision of services can only be changed/postponed/adjusted with the consent of both parties. The change/postponement/adjustment of an appointment requires confirmation by MoveAgain or the partner company. The change/postponement/adjustment of an appointment is associated with the following financial consequences:

- You will be charged CHF 100.00 if you change/postpone/adjust an appointment within a period of 7 days to 72 hours prior to the start of the service provision.
- In the event of a change/postponement/adjustment of an appointment within less than 72 hours prior to the start of the service provision, you will be charged 50% of the agreed price.
- All other changes/postponements/adjustments of dates are free of charge for you.

### **4.2 Cancellations**

Cancellations must be sent to MoveAgain in writing; an email will suffice, and receipt will not be deemed to have been made until MoveAgain has confirmed receipt of the email. Cancellations are subject to the following financial consequences:

- If you cancel 72 hours after booking and more than 14 days before the agreed delivery date (moving/cleaning date), you will be charged 20% of the agreed price.
- For cancellations within a period of 14 days to 7 days prior to service provision, you will be charged 50% of the agreed price.
- For cancellations within a period of 6 days to 72 hours prior to service provision, you will be charged 80% of the agreed price.
- Cancellations made less than 72 hours prior to service provision will be charged 100% of the agreed price.

## **5. LIABILITY FOR SERVICES**

### **5.1 Liability and limitation of liability**

5.1.1 MoveAgain shall only be liable for damage caused by loss of or damage to the goods to be transported in the period between acceptance for transport until delivery or by exceeding the delivery period (caused by MoveAgain). In other cases (e.g. cleaning, etc.) MoveAgain shall be liable for direct and immediate damage only up to the amount of the booked service/agreed remuneration.

5.1.2 MoveAgain shall be exempt from liability (removal) to the extent that the loss or damage is due to one of the following perils:

- Breach of your obligations under these GTC, in particular clause 3 thereof;
- Failure to comply with section 3.2, in particular failure to pack the goods appropriately and securely for transport;
- Carriage and storage of precious metals, jewels, precious stones, money, stamps, coins, securities, deeds, etc. (cf. also para. 3.5);
- inadequate packaging or labelling by the sender;
- Handling, loading or unloading of the goods by the consignor;
- Transport and storage of goods not packed by the Furniture Removal Company in containers;
- Loading or unloading of goods, the size or weight of which does not correspond to the space conditions at the loading or unloading point, provided MoveAgain has informed the Shipper of the risk of damage in advance and the Shipper has insisted on the performance of the service;
- Transport and storage of live animals or plants;
- natural or defective condition of the goods as a result of which they are particularly susceptible to damage, in particular breakage, malfunction, rust, internal spoilage or leakage.

5.1.3 The aforementioned limitations of liability and exclusions of liability of MoveAgain apply to contractual as well as non-contractual and quasi-contractual claims. In all cases (moving, cleaning, etc.) liability for indirect or consequential damages is excluded.

5.1.4 There shall be no liability if the performance of the service is temporarily interrupted, at least partially restricted or impossible due to force majeure. Force majeure shall be events of particular intensity, such as riots, warlike events, epidemics and pandemics, natural events (landslides, earthquakes, etc.) as well as unforeseeable official restrictions or national emergencies. Force majeure also exists in the event of roadblocks due to demonstrations or other protest actions.

### **5.2 Value replacement**

5.2.1 Insofar as MoveAgain is liable for the damage and has to pay compensation, the value at the

place and time of acceptance for carriage shall be compensated (current value). In case of damage to the removal goods the difference between the value of the undamaged goods and the value of the damaged goods shall be compensated. The value of the (undamaged) goods at the place and time of takeover shall be decisive.

5.2.2 In other cases (e.g. cleaning, etc.) MoveAgain shall only be liable for direct and immediate damage up to the amount of the booked service/agreed remuneration.

## **6. WITHDRAWAL FROM THE CONTRACT**

6.1 MoveAgain shall have the right to withdraw from the contract if MoveAgain has no partner capacities for the fulfilment of the contractual services or cannot meet the agreed deadlines, irrespective of whether MoveAgain could have foreseen and/or prevented this and irrespective of whether MoveAgain is responsible for these circumstances. MoveAgain shall also be entitled to such a right of withdrawal in case of circumstances not foreseeable at the time of the conclusion of the contract which justify a withdrawal taking into account a recognised interest of MoveAgain, such as in case of force majeure, strike, natural disasters, etc.

6.2 In this case, the contract will be cancelled and the compensation already paid for MoveAgain's services will be refunded to you. Any further compensation for the withdrawal is not agreed and excluded.

## **7. PRICES AND PAYMENT**

7.1 All prices are in Swiss francs (CHF) and include value added tax. MoveAgain's offers include fixed prices which cannot be adjusted. Prices are subject to change without notice and are subject to errors.

7.2 The following payment methods are available on MoveAgain's online platform:

- Credit card: When paying by credit card, the agreed total amount will be charged to your credit card by the payment service provider used by MoveAgain. Only the credit card providers shown on the online platform are accepted.
- Prepayment: When paying in advance, the agreed total amount must be transferred in advance to MoveAgain's bank account within 7 days\* of the booking confirmation. Otherwise the execution of the order cannot be guaranteed and MoveAgain reserves the right to cancel the order without replacement or to adjust the price.

\*If the booking is made less than 14 days before the delivery date (relocation/cleaning date), the amount must be transferred on the same day as the booking. MoveAgain may request a transfer receipt from the customer for its own security.

7.3 It is your responsibility to ensure that - in case of the payment option "credit card" - the respective account has sufficient credit on the day of booking so that MoveAgain can make the debit. If the debit cannot be made, it is your responsibility to pay the outstanding invoice amount in advance within 3 days, otherwise MoveAgain reserves the right to cancel the booking request without substitution.

## **8. TERMS OF USE ONLINE PLATFORM**

The following terms and conditions govern the use of MoveAgain's online platform and its content and applications. In the event of a breach of these Terms of Use, MoveAgain reserves the right to



deactivate your customer account immediately, without notice and without compensation.

## **8.1 Customer account**

8.1.1 In order to use the online platform and the services offered via it, you must create a customer account (registration). The information required for this must be complete and correct.

8.1.2 You are responsible for the access data to the customer account (login) and the associated passwords. These data must be kept carefully, protected from unauthorised access by third parties and not passed on to unauthorised third parties. In case of loss of data MoveAgain must be notified immediately. Any liability of MoveAgain is excluded.

8.1.3 You are obliged to keep your contract, billing and e-mail address up-to-date in the customer account at all times. The e-mail address provided by you and stored in the Customer Account shall be deemed the primary delivery address. Accordingly, MoveAgain will generally send you information relevant to the contract (e.g. invoices, reminders, changes to the services and/or terms of the contract, etc.) to this e-mail address or provide you with this information in another suitable manner (e.g. in the Customer Account). Information transmitted or made available in such a manner shall be deemed to have been validly delivered.

8.1.4 If you wish to delete your Customer Account, you may contact MoveAgain.

## **8.2 Warranty and liability**

8.2.1 The online platform as well as its contents and applications are created and maintained with the greatest possible care. However, MoveAgain does not assume any warranty or liability for the correctness, completeness and up-to-dateness of the contents as well as for the availability and the correct functioning of the online platform and its applications. In particular, errors in the description of the services offered and their prices are reserved.

8.2.2 MoveAgain also assumes no liability for the use of the Online Platform and its contents and applications. The information and opinions on the Online Platform (in particular those in the "MoveAgain Advisor") are not intended to be comprehensive or conclusive statements on the subject in question, do not constitute advice and accordingly must not be regarded as a substitute for specific advice on a concrete individual case. Furthermore, they may only represent the opinion of the respective author. This opinion does not necessarily coincide with that of MoveAgain.

8.2.3 Furthermore, liability for the content as well as for the availability and correct functioning of the websites or online portals of third parties to which reference is made via links or in any other way or which refer to the online platform is excluded. The contents of the websites or online portals of third parties are third-party contents over which MoveAgain has no influence and for which MoveAgain cannot be held responsible.

8.2.4 MoveAgain also accepts no liability for damage caused by viruses, hacker attacks or other manipulation of your device by unauthorised third parties. MoveAgain is not liable for the security of the transmission of data via the Internet.

## **8.3 Intellectual property**

8.3.1 All intellectual property rights to the content of the online platform and its applications (texts, trademarks, images, videos, layout, etc.) are held by MoveAgain or the respective authorised third parties. Use of any kind without the prior express consent of MoveAgain or the authorised third

parties is prohibited. Quoting with correct source information and setting links to the online platform is permitted.

## **8.4 Data protection**

8.4.1 The "Privacy Policy & Cookie Policy" explains how MoveAgain collects and processes personal data in connection with the operation and use of the online platform and its applications. It also explains how MoveAgain uses cookies and similar technologies in this context. The "Privacy Policy & Cookie Policy" is an integral part of the contractual relationship between you and MoveAgain and can be accessed via the following link:

<https://www.moveagain.ch/datenschutzbestimmungen>

## **9. FURTHER PROVISIONS**

9.1 The transfer of the contract or the assignment or transfer of rights, obligations or claims thereunder shall require MoveAgain's written consent.

9.2 Amendments and supplements to the contract concluded between MoveAgain and you, including these GTC and any ancillary agreements, must be made in writing. This shall also apply to any amendment of this written form requirement.

9.3 MoveAgain reserves the right to amend these GTC with effect for the future without stating reasons. Existing contracts shall remain unaffected by such a change.

9.4 If any provision of these GTC or any ancillary agreements is invalid or ineffective in whole or in part, the validity and effectiveness of the remaining provisions shall not be affected thereby. In this case, the parties undertake to replace the invalid or ineffective provision with a provision that comes closest to the economic objective of the parties. The same shall also apply in the event of gaps in the contract. The statutory provisions of the simple contract and, if applicable, of the carrier contract shall apply in addition.

## **10. APPLICABLE LAW AND PLACE OF JURISDICTION**

The contract between MoveAgain and you is subject to Swiss law. The exclusive place of jurisdiction is Zurich. Mandatory places of jurisdiction remain reserved.

In the event of any conflict between the English and German text, its structure, meaning or interpretation, the German text, structure, meaning or interpretation shall prevail.