

Terms of Use and General Terms and Conditions for the offer of the website www.room-circle.ch

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I. Scope

Room Circle GmbH, Kleinbühlstrasse 7, 8052 Zurich (CHE-284.952.516) operates an online shop on the website <https://www.room-circle.ch> or its subdomains (hereinafter "Online Shop"). Via the Online Shop, customers have the option of concluding tenancy and sublease agreements for premises (hereinafter "Tenancy Agreements").

These terms of use and general terms and conditions (hereinafter "GTC") apply to the use of the Online Shop and all legal transactions concluded via the Online Shop (including – but not limited to – Tenancy Agreements).

By using the Online Shop (see section II) and concluding legal transactions via the Online Shop (see section II.4.4), customers agree to these GTC, which form an integral part of all legal transactions concluded via the Online Shop, as well as to all additional terms and conditions referred to in the GTC (including Room Circle GmbH's Data Protection Declaration, which may be applicable in the customer's jurisdiction) and/or to the Tenancy Agreements or other contracts agreed between Room Circle GmbH and the customer.

By using the Online Shop, each customer assures that he/she is at least eighteen (18) years of age, that he/she is authorised to bind himself/herself and/or the represented user, and that he/she has provided Room Circle GmbH with all information necessary to use the Online Shop as well as to conclude legal transactions via the Online Shop.

II. Use of the Online Shop

1. No Binding Offer

No element in the Online Shop constitutes a binding offer by Room Circle GmbH. The following section II.4 applies to the valid conclusion of legal transactions via the Online Shop.

2. Links

The Online Shop may contain content that does not originate from Room Circle GmbH, as well as links to third-party websites over whose content Room Circle GmbH has no influence. Room Circle GmbH accepts no responsibility for third-party content and the respective operator of the website is always responsible for the content of the linked pages. Links will be removed immediately if Room Circle GmbH becomes aware that legal violations are being committed on the linked websites.

Likewise, Room Circle GmbH is not liable for websites that link to the Online Shop, display it in frames, or otherwise use its content.

3. Payment Methods

The customer only has the option to pay by credit card during the Booking Process in the Online Shop. Further details can be found in the Data Protection Declaration.

4. Booking Process

4.1. Data Entry in the Online Shop and Advance Payment

In the Online Shop, tenancies including their availability/term and the essential contractual conditions (such as – but not limited to – type, location, occupancy and equipment/furnishing of the possible rental object, type of tenancy agreement [tenancy or subtenancy agreement], rent, applicable fees, included services, etc.) are presented in text and image form. The customer acknowledges and accepts that the images available in the Online Shop do not necessarily represent the actual condition of the rental object and/or its equipment/furnishings.

The customer has the option of booking a Tenancy Agreement in the Online Shop in accordance with the specified, essential contractual conditions (hereinafter "Booking Process"). During the Booking Process, the customer accepts these GTC and is obliged to provide Room Circle GmbH with various documents and information in the Online Shop (hereinafter "Data Entry"). Furthermore, the customer undertakes to **pay** the total of the costs incurred (in particular – but not exclusively – the rent for the first month of the tenancy, the service deposit and the registration & final cleaning

fee) specified in the Online Shop for the booked tenancy **in advance** (hereinafter "Advance Payment"; see section II.4.4). Payments must be made in Swiss francs.

The customer is solely responsible for the correct, current and complete Data Entry. The customer assures to provide correct, current and complete information and documents about himself/herself as requested in the mandatory and voluntary (upload) fields of the Online Shop for the purpose of preparing the conclusion of a legal transaction by Room Circle GmbH or as requested by Room Circle GmbH via e-mail from the customer.

Room Circle GmbH may add mandatory or voluntary (upload) fields to be filled out in the Online Shop. The customer may not transfer personal data of third parties (i.e. data that allows the identification of a person) to Room Circle GmbH, unless data protection legislation(s) allow such a transfer and the customer has obtained the consent of the person concerned. Room Circle GmbH may also request additional information and/or documentation from customers in individual cases.

4.2. Acknowledgement of Receipt and Verification of the Booking

If the Data Entry is completed, the Booking Process is finished and the customer receives the booking overview in the Online Shop with the option to book the desired Tenancy Agreement. If the customer decides to book, the customer receives an acknowledgement of receipt by e-mail. **The booking overview and the acknowledgement of receipt do not constitute a binding offer by Room Circle GmbH.**

After the Booking Process has been completed, Room Circle GmbH verifies the customer's suitability for the conclusion of a possible Tenancy Agreement. This verification can take up to 24 hours (in exceptional cases longer). Room Circle GmbH expressly reserves the right to unilaterally reject the booking without giving reasons.

4.3. Rejection of the Booking and Refund

If Room Circle GmbH rejects the booking, the customer will be notified by e-mail. The Advance Payment made directly during the Booking Process will be refunded in full to the customer within 10 days if the booking is rejected.

4.4. Booking Confirmation and Conclusion of Contract

4.4.1. For Advance Payment by Credit Card

If the Advance Payment was made by credit card and Room Circle GmbH accepts the booking, Room Circle GmbH will send the customer a booking confirmation via email after the booking has been verified. **The Tenancy Agreement between Room Circle GmbH and the customer comes into effect with the receipt of the booking confirmation by the customer without signature.** Together with the booking confirmation, the customer receives a copy of these GTC, which form an integral part of the Tenancy Agreement. In addition to the booking confirmation, the provisions of these GTC shall apply to the Tenancy Agreement as integral parts of the contract.

For the further monthly rental payments, the customer undertakes to set up a standing order (monthly automatic bank transfer) with a bank of his choice. The bank details of the beneficiary Room Circle GmbH will be disclosed during the Booking Process and can also be obtained from Room Circle GmbH.

4.4.2. Failure to Pay and/or to complete Data Entry

The Advance Payment is due before the keys are handed over. If payment has not been received within 3 days after receiving the booking confirmation and/or the customer has failed to complete the Data Entry (including but not limited to providing a copy of the customer's ID, work contract or Swiss university enrolment confirmation), Room Circle GmbH is entitled to refuse handover of the rented property and to terminate the Tenancy Agreement.

III. Tenancy Agreement

1. Key Contract Terms

1.1. Parties

Landlord: Room Circle GmbH | Kleinbuehlstrasse 7 | 8052 Zurich
Contact: Emanuel Ribí | roomcircle@hotmail.com | 0041 79 525 07 46
Property: The room for rent is a furnished room in a residential community (WG) primarily for internationals. Shared use of bathroom and kitchen. Laundry facility in the building, possibly for a fee.
Occupant: The room is for the accommodation of one (1) person, namely the customer.

1.2. Total Monthly Amount

All-Inclusive Rent (see section III.1.3) and Services (see section IV.1) are due monthly in advance on the 26th of the previous month (see section III.2.4 for an example). The Total Monthly Amount covers all living costs except SERAFE.

1.3. All-Inclusive Rent and SERAFE

1.3.1. All-Inclusive Rent

The rent stated in the booking confirmation is an all-inclusive rent. The rent therefore includes all ancillary costs associated with the use of the rental property (such as heating, water, electricity, building maintenance and standard furnishing: bed, wardrobe, desk, lamp). These ancillary costs are not billed separately and no billing settlement is carried out. The customer's monthly rent payment covers all costs associated with living in the rental property. Please note SERAFE is not included (see section III.1.3.2).

1.3.2. SERAFE

Individuals residing in Switzerland are legally required by the Swiss Federal Act on Radio and Television (RTVA) to pay a mandatory reception fee to a company called SERAFE. This reception fee (currently appr. CHF 335 per household per year) must be paid by all tenants of the residential community together and will be sent from SERAFE directly to the customer(s). The reception fee is not covered by Room Circle GmbH, not part of the rent and no cost sharing is organized by Room Circle GmbH.

1.4. Address Registration

1.4.1. By Room Circle GmbH / Address Registration Fee

Room Circle GmbH is legally obliged to register the respective customers with the relevant residents' registration authorities. For this registration, Room Circle GmbH charges the customer a one-time registration fee with the Advance Payment (see section II.4.1 et seqq.) and the customer agrees to pay the registration fee. This includes the costs for the personal name tag on the letterbox. Room Circle GmbH organises the name tag for the customer.

1.4.2. By the customer

Customers are required by law to register with the relevant residents' registration authorities.

If the customer is a Swiss citizen:

It is the customer's responsibility to register directly with the District Office of the City of Zurich, Hofwiesenstrasse 370, 8050 Zurich (tel. 044'412'15'15) within seventeen (17) days of the start of the tenancy. Please bring your original passport or ID (no photocopy) and the Tenancy Agreement (in paper form or electronically). The District Office of the City of Zurich charges a registration fee of approx. CHF 200, which the customer must pay directly.

If the customer is a foreign national:

Registration for foreign customers is by appointment only and takes place at the City Hall (Person Registration Office South). The customer can make an appointment for registration via www.etermin.net/personenmeldeamtsued. Registration fees are to be paid directly by the customer.

1.5. Early Termination

If the Tenancy Agreement is limited in time, the tenancy ends after expiry of the agreed term without notice of termination.

In the event of an early return of the keys, the customer is liable for the fulfilment of the Tenancy Agreement until the next possible termination/expiry date.

If the customer wishes to terminate the tenancy prematurely before the expiry of the fixed term, he must provide Room Circle GmbH with a reasonable, solvent replacement tenant (set forth by Article 264 OR). This customer must correspond to the current tenant structure. The tenant structure is primarily categorized based on two main criteria: student status (students/non-students) and apartment type (female-only/mixed gender). The new replacement tenant must be willing to take over the Tenancy Agreement under the existing terms and conditions. Otherwise, the customer remains obligated to pay the rent at the latest until the date on which the Tenancy Agreement terminates according to the contract.

If the customer returns the property early (Article 264 OR), the replacement tenant who can otherwise be regarded as reasonable and solvent can be rejected without releasing the customer from liability in particular if, in the opinion of Room Circle GmbH, he/she does not correspond to the tenant structure of the rented property, or if he/she intends to occupy the rented property with more people than the customer. If two or more individuals wish to occupy the rented property, they may do so with the consent of Room Circle GmbH. Typically, an additional charge will apply for the second person.

Early termination of lease can be declared by the customer with a one (1) months' notice, effective date per the last day of each calendar month (except December). Any replacement tenant must be presented at least three (3) weeks prior to the end of the month at which early termination is sought, to allow Room Circle GmbH to make the respective inquiries.

1.6. Subletting

Subletting or passing on the apartment to third parties is not permitted without the express written consent of Room Circle GmbH. Airbnb (and similar providers) is strictly prohibited. Subletting may be prohibited if (a) the terms of the sublease are not disclosed, (b) the terms of the sublease are abusive or disproportionate in relation to the principal lease, or (c) the sublease results in material disadvantages for the landlord.

2. Payment Details

2.1. Room Circle GmbH Bank Account Details

IBAN: CH43 8080 8008 9969 5167 2
Account name: Room Circle GmbH
Account Address: Room Circle GmbH, Kleinbuehlstrasse 7, 8052 Zurich, Switzerland
Payment Description: Rented Property Address, Room Number, Tenant's Full Name
Clearing number: 80808 (for domestic payments)
BIC/SWIFT: RAIFCH22XXX (for payments from abroad/overseas)
Currency: Swiss Franc (CHF)
Bank: Raiffeisen Schweiz Genossenschaft, Raiffeisenplatz 4,
9001 St. Gallen, Switzerland

Contact: Emanuel Ribi
Tel.: 0041 79 525 07 46
E-Mail: emanuelribi@hotmail.com

Website: www.room-circle.ch
E-Mail: roomcircle@hotmail.com
Company Number: CHE-284.952.516

2.2. Credit Card

The first month's rent and services, the service deposit, the registration & final cleaning fee is paid during the Booking Process.

2.3. Bank Transfer

For the recurring monthly rent payments, the customer agrees to set up a standing order (monthly automatic transfer) with his/her bank. See the bank account details above.

In order for Room Circle GmbH to identify the customer's payments, the customer must include in the payment description the following information:

- Rented property address
- Room number
- Full name

2.4. Payment Date

Monthly rent and services are to be paid in advance by the 26th day of the previous month.
Example: Rent and services for September must be paid at the latest by the 26th of August.

2.5. Late Payment Fees

Room Circle GmbH is entitled to charge the customer late payment fees and statutory default interest (5 % p.a.). If the 26th day of the month is on a weekend or public holiday, then the payment must have arrived at the latest by the next business day. Room Circle GmbH charges a reminder fee of CHF 30 for each reminder.

3. Start of Rental

3.1. Check-In

Earliest check-in: 16:00. Unless otherwise agreed, the handover shall take place at 16:00 local time on the day of the commencement of the rental period. Alternate check-in times may be possible by prior arrangement, subject to availability.

3.2. Handover and Furnishing

Room Circle GmbH hands over the rented property to the customer at the agreed time in a clean and fully furnished condition with the inventory (furniture, etc.) that is suitable for the intended use. The customer is obliged to use the inventory of the rented property carefully and properly and to clean it regularly. Dismantling of the inventory is prohibited. There is no right to claim that the rented property and/or the inventory is as good as new. The customer must notify Room Circle GmbH in writing of any subsequently discovered defects within fourteen (14) days of handover. In the absence of such notification, it is assumed that the rented property was handed over in perfect condition.

3.3. Key Handover

The handover of the rented property takes place with the handover of the keys to the customer by Room Circle GmbH (or by third parties commissioned by Room Circle GmbH) or via a security key box (self-check-in) at a location defined by the Room Circle GmbH, unless otherwise mutually agreed upon by both parties.

If the customer does not pay the Advance Payment (see section II.4.1 et seqq.), does not pay it in full or does not pay it on time, Room Circle GmbH can refuse to hand over the rented property. In this case, Room Circle GmbH is neither liable for the consequences of a delayed handover nor the consequences of a termination of the Tenancy Agreement.

3.4. Labelling of Letterboxes, Doorbell, Lift, Flat door

A letterbox key will be provided.

Mail: During the stay, letters and parcels will be delivered directly by the Swiss Postal Service or other parcel services. Room Circle GmbH or new customers will not keep letters and parcels received after the previous customer's move-out. It is the sole responsibility of the customer to report changes of address in good time after moving out, to set up mail forwarding orders and the like.

Letterboxes must have a uniform appearance. The autonomous labelling of the letterbox, doorbell etc. by the customer is prohibited. In case of non-compliance, the removal of the inscription by Room Circle GmbH shall be at the expense of the customer. The costs for the removal of the labelling will be charged in full to the customer, but at least CHF 30.

If possible, the customer will receive a personal name plate on the corresponding letterbox.

To ensure that the mail arrives correctly, it is important that the customer provide the sender with the following recipient address:

"First Name" "Last Name"

"Street" "Number"

"Zip code" "City"

For example:

**Jason Wu
Bahnhofstrasse 10
8050 Zurich**

4. Use of the Rental Property

4.1. Apartment Use and Commercial Ban

The customer undertakes to use the rented property exclusively for the contractually agreed purpose. Any change, in particular an increase in the contractually agreed number of customers requires the written consent of Room Circle GmbH. Any use of the apartment for commercial or business-related purposes is strictly prohibited. In case of a violation of this rule, Room Circle GmbH will take the right to cancel the booking with immediate effect and without refund, as well as to demand the immediate departure of the guests.

Customer shall not place or store any personal property in the stairway or outside of the rented property (short- or long term). Any unauthorised property placed or stored is subject to removal and disposal by Room Circle GmbH without prior notice.

Larger social gatherings, parties and events are prohibited without the consent of Room Circle GmbH. Room Circle GmbH reserves the right to carry out checks in the buildings itself or have them carried out by third parties in order to avoid disturbances in the building. In the event of non-compliance or complaints, Room Circle GmbH has the right to cancel the booking with immediate effect and without refund of the Advance Payment as well as to demand the immediate departure of the customer.

4.2. Ventilation

The rented property must be ventilated regularly. During the heating period, the heating may not be turned off completely in any room. To avoid moisture damage, the rented property should be sufficiently heated (at least 20 °C) and intensively ventilated about three times a day for approx. 3 - 5 minutes, both in summer and especially in winter. Window sashes in the tilted position do not provide sufficient air exchange, they only cause the walls and ceilings to cool down unnecessarily; Window sashes may therefore only be tilted outside of the heating period. Damage caused by moisture due to insufficient ventilation or heating will be remedied at the expense of the customer.

4.3. Damages

The customer is obliged to show consideration for the other occupants of the house and/or flat, to use the rented property with care and to protect it from damage. The customer shall be liable for damages caused by careless use and/or use of the rented property contrary to the contract or delayed reporting of damage by the customer.

Report:	Any damage to the rented property must be reported to Room Circle GmbH immediately. The customer is liable for damages resulting from a late report.
Posters on walls:	Room Circle GmbH strongly advises against hanging posters, photos, or other wall decorations. Making nail holes or using sticky tape will cause damage that requires professional repair. In such cases, the entire wall surface – often all walls of the room – must be repainted, which can be very costly. Customers are responsible for removing any stains or cleaning marks on the walls, including repainting if necessary. To avoid these expenses, Room Circle GmbH recommends not attaching anything to the walls.
Glass:	The customer is obliged to replace broken panes of the windows/mirrors/cooker/stove of equal value, unless the breakage can be proven to have been caused by a third party or there was a stress crack.
Sun blinds:	The customer is obliged to clean or replace sun blind fabrics of equal value if they are soiled or damaged because they have been displayed in bad weather.
Moisture:	Damage caused by moisture due to insufficient ventilation or heating will be remedied at the expense of the customer.
Blockages:	Blockages in sinks, pipes, shower, dishwasher, fridge etc. is the customer's common responsibility to clean or it will be remedied at the expense of the customer.

Sewage pipes: Due to the fault of the customer, minor repairs, and maintenance work necessary for the normal use of the rental property shall be charged to the customer, in particular the unblocking of sewage pipes in the kitchen and bathroom up to the main line (see section III.7.2).

4.4. Lost Keys

Keys lost during the rental period must be replaced by the customer at the latest at the end of the rental period at the customer's expense. In the event of lost keys, Room Circle GmbH must be notified immediately. Room Circle GmbH is entitled to have the locks and keys in question replaced or changed at the customer's expense. In the case of a protected locking plan, the building's locking system may also be replaced at the customer's expense.

The key is strictly personal and confidential. It is not to be given to third parties. In case of loss, customers shall contact the Room Circle GmbH immediately. Room Circle GmbH reserves the right to charge the customer for the emergency delivery of a new key.

4.5. Principle of the Services

All furniture and services must be used with care and in the manner intended. All services are offered according to the "fair use" principle. Should some services be used excessively, outside the "fair use" principle, the service provider reserves the right to charge the customer an additional fee.

4.6. Pets

Unless permitted in writing by Room Circle GmbH, pets are not permitted to be kept or to enter the rented property.

In the event of the authorised keeping of pets, the customer undertakes to take out insurance to cover any damage caused by the relevant animals. This also applies to water damage resulting from aquariums.

Any authorisation may be revoked for important reasons and after two written warnings, subject to a notice period of three (3) months.

4.7. Smoking ban

Smoking of tobacco products of any kind (including e-cigarettes, vapes, etc.) in the rented property and the rest of the building is prohibited. Noncompliance with this rule will result in a penalty fee and, in extreme cases, the damage done to the rented property by smoke may entail additional charges.

4.8. Noise Guidelines

To ensure a peaceful and comfortable environment for all residents, it is essential to minimize noise disturbances. Between 22:00 and 06:00, customers are expected to adhere to the legally mandated quiet hours. Here is a comprehensive list of activities that should be avoided during the statutory hours of rest:

- Playing musical instruments.
- Engaging in loud hammering or construction work.
- Performing vigorous fitness exercises, such as skipping.
- Cooking with noisy kitchen appliances.
- Undertaking loud household tasks that may disrupt others.
- Operating noisy equipment like lawnmowers.
- Using loud vacuum cleaners.
- Engaging in loud conversations or phone calls.
- Playing loud television or music.
- Taking showers or baths with consideration for noise levels.
- Hosting parties or gatherings.
- Wearing high-heeled shoes indoors.

By respecting these guidelines, a tranquil living environment for all residents can be insured. Thank you for your cooperation.

4.9. Change of Use

Without the written consent of Room Circle GmbH and the responsible authority, the customer is prohibited from using the rented property in whole or in part for commercial purposes or from giving music lessons, etc. in the rented property.

Once granted, an authorisation may be revoked for good cause and after two written warnings by email, subject to a notice period of three (3) weeks.

In the event of a violation, Room Circle GmbH reserves the right to cancel the booking with immediate effect and without reimbursement of payments already made, as well as to demand the immediate departure of the customers.

5. Access

5.1. Access for Service Personnel – Cleaning

The cleaning personnel have the necessary keys and equipment to carry out the work. The cleaning personnel commissioned by Room Circle GmbH must be granted access to the premises to be cleaned upon first request. If the cleaning staff cannot carry out their work due to the fault of the customer, the customer is not entitled to compensation, reimbursement or reduction of the rent.

5.2. Access for Room Circle GmbH – Inspections, Sales, Emergencies

Room Circle GmbH and its representatives reserve the right to conduct inspections with a 24-hour advance notice, deemed necessary for property maintenance, ownership or principal tenancy, and for executing required repairs or renovations. Additionally, access to the rented rooms for the purpose of negotiating sales or leases with prospective parties is permitted between 08:00 and 17:00 from Monday to Friday, and between 09:00 and 14:00 on Saturdays. Visits will be limited to essential requirements.

In cases of emergency, no prior notification is required. The customer acknowledges that Room Circle GmbH possesses a spare key to the rental property, with the assurance from Room Circle GmbH that the customer's privacy will be safeguarded and not infringed upon.

5.3. Access for Craftsmen – Maintenance

In the event of urgent repairs and measures (emergencies), the customer is obliged to tolerate the work required to repair the damages and to ensure access for craftsmen or agents upon notification.

5.4. Access in Absence

If the customer intends to leave the rented property unused for a longer period of time (more than two [2] weeks), the customer is obliged to designate a person who will keep the keys available. In the event of a short absence, it is sufficient to leave the key on the premises. The absence of the customer must be communicated to Room Circle GmbH.

5.5. Common Areas

The common areas within the premises, such as the kitchen, living room, bathroom, etc. are designated solely for shared use and are not available for individual renting. Room Circle GmbH maintains exclusive ownership and control over the common areas. Entrance to the common areas by Room Circle GmbH or its representatives do not require an advanced notice.

6. Other

6.1. Insurance

The customer is advised to take out liability insurance including tenant's damage for the entire rental period.

This insurance should also cover the risk of breakage with regard to all mirrors, panes, fixtures made of glass/ceramic/stone, such as cooking surfaces, kitchen covers, lavabos, toilets, bathtubs, etc., as well as tenant-specific special risks.

The customer is responsible for the security (burglary, theft, etc.) of the rented property. Room Circle GmbH declines all liability for items brought in by the customer and for tenant improvements. The customer is responsible for the corresponding insurance.

6.2. Changes in Marital Status: Obligation to Register and Address for Service

In the event of marriage, separation, divorce, death of a spouse, admission as well as dissolution of the joint household of the spouses, the customer(s) is/are obliged to inform Room Circle GmbH in writing within thirty (30) days, stating the relevant name and address changes.

The same applies to changes in registered partnerships as well as changes in residential and life partnerships.

In the event of failure to do so, the customers shall be liable for any damage.

The place of delivery for all customers, for both spouses or both partners is the location of the rented property, unless Room Circle GmbH has been notified in writing of a different place of delivery.

6.3. Authorisation to Provide Information

The customer authorises Room Circle GmbH to obtain information on civil status or registered partnership. The competent offices are hereby expressly authorised to provide information.

6.4. Sharing Customer Contact Details for Flatmate Introduction

The customers contact details may - unless expressly refused - be passed on to potential flatmates to enable them to get to know each other.

6.5. Personal Viewings of the Apartment

In-person viewings are usually available under the following conditions: the apartment is currently vacant, your intended stay is for 12 months or longer, and Room Circle GmbH has the capacity to arrange a viewing. Room Circle GmbH recommends using the provided photos. Most of the apartments have a 3D tour available as well.

7. Maintenance Obligation of the Rented Property

7.1. Maintenance Obligation of Room Circle GmbH

Room Circle GmbH is obligated to maintain the rented property in a usable condition and to remedy any defects. The remedy of minor defects remains the responsibility of the customer (see section III.7.2). The customer must immediately report any defects to be repaired by Room Circle GmbH in writing. If the customer fails to do so, the customer is liable for all resulting damages.

In the event of sudden defects that constitute an emergency and do not allow for postponement, the customer is required to immediately inform the caretaker or Room Circle GmbH or their representatives and, in their absence, to take or have taken the necessary precautions to prevent consequential damage as far as possible and reasonable. In the event of failure to do so, the customer is liable for consequential damages.

The customer must tolerate any work necessary for the maintenance of the rented property at all times. If the customer refuses the craftsmen access to the rented property, the customer may be held liable for any additional costs and consequential damage.

7.2. Maintenance Obligation of the customer

1. Pipe Maintenance Responsibility
 - a. The customer acknowledges and agrees that the responsibility for the maintenance and unblocking of kitchen and bathroom pipes lies with the customer during the lease period.
 - b. To prevent blockages, the customer must always use the sieves (if applicable) to catch the food or hair before going down the drain. Any food waste or hair in the sink/bathtub/shower/sieve must be cleaned immediately.
 - c. In the event of a pipe blockage, the customer is responsible for promptly addressing the issue either by personally clearing the blockage or arranging for professional services.
2. Personal unblocking
 - a. The customer may attempt to clear blockages using chemicals or a long brush.
 - b. Under no circumstances may the customer unscrew or dismantle the pipes in an attempt to resolve a blockage.
3. Professional unblocking
 - a. If the customer is unable to clear the blockage personally, the customer agrees to hire a professional plumbing service at their own expense.
 - b. The customer must ensure that the blockage is resolved promptly to prevent any damage to the property.
4. Move-in and Move-out responsibility
 - a. If the water drainage is slow or blocked upon moving in, this must be reported to the landlord immediately, at latest within 5 days.
 - b. Upon moving out, it is the responsibility of the customer to ensure that all pipes in the kitchen and bathroom are clear and running smoothly.
 - c. If the water drainage is slow or blocked during the move-out inspection, the customer agrees that a professional plumbing company will be hired to unblock the pipes.
5. Cost sharing
 - a. In the event that a professional plumbing service is required, the costs incurred will be borne by the customer(s) residing in the apartment at the time of the blockage or move-out.
 - b. The total cost will be divided equally among the customers, and each customer is responsible for their respective share, regardless of how much they use the kitchen or bathroom.
6. Notice to landlord
 - a. The customer agrees to promptly inform the landlord of any pipe blockages or drainage issues.
 - b. The landlord reserves the right to inspect and assess the situation before any professional services are hired.

8. Renovation Work and Structural Changes

8.1. Renovation Work and Structural Changes by Room Circle GmbH

Renewals and changes to the rented property are only permitted without the customer's consent if they are reasonable for the customer. Such work is also permitted during an extension without the customer's consent. The customer's claims for rent reduction and damages remain reserved.

Alterations, renovations and new installations, in particular significant interventions, which impair the use of the rented property or result in a change to the contract (e.g. rent increase), must be announced in good time.

The customer shall guarantee the craftsmen and suppliers access to the rented property until the completion of the construction work and the rectification of warranty defects.

During the work, due consideration shall be given to the customer. No work may be carried out during Sundays and public holidays and, as a rule, during the usual hours of rest.

8.2. Renovation Work and Structural Changes by the customer

Renovations and changes in and to the rented property require the prior written consent of Room Circle GmbH. The same applies to the installation of equipment and devices outside the rented property (e.g. blinds, signs, posters, showcases, antennas, parabolic mirrors, etc.) as well as the modification of existing equipment and devices. If renovations and changes to the rented property, which have been approved in writing by Room Circle GmbH and initiated and paid for by the customer, represent a substantial added value after the end of the Tenancy Agreement, Room Circle GmbH can take over these by financially compensating the added value. However, there is generally no claim for compensation against Room Circle GmbH. At the request of Room Circle GmbH, the original condition must be restored at the customer's expense. Restoration work must be completed by the last day of the rental period at the latest.

The maintenance and replacement of all changes made by the customer shall be his responsibility during the rental period. Any additional costs incurred as a result of the alteration, for example an additional building insurance premium, shall be borne by the customer.

In the event of major changes to the rented property, the customer must secure an amount (blocked account, bank guarantee, etc.) corresponding to the expected total costs before work begins. If the customer does not secure the corresponding amount and a building craftsman files a building craftsman's lien, the customer is obliged to provide security immediately. In the event of failure to redeem a builder's lien within one month, Room Circle GmbH is entitled to extraordinarily terminate the Tenancy Agreement.

8.3. Private Appliances

The use of private appliances with a water connection in the rented property (washing machines, tumble dryers, dishwashers, etc.) is only permitted with the written consent of Room Circle GmbH. Installation must be carried out exclusively by licensed plumbers.

The connection of private appliances (fridges, chest freezers, etc.) in the basement or attic compartment to the general electricity supply is only permitted with the written consent of Room Circle GmbH. The installation must also be carried out exclusively by a licensed installer. In these cases, Room Circle GmbH is entitled to charge the customer a monthly flat rate for water or electricity in addition to the agreed rent.

9. Community Rules

9.1. Rules of the Residential Community

To keep the residential community attractive for all members and to ensure a trouble-free use of the rented properties and the common areas, the following rules of the residential community must be observed:

- Electricity, water and all other resources must be used sparingly.
- All living spaces must be regularly ventilated briefly and vigorously.
- If no one is present in the inhabited rooms, the light must be switched off.
- Smoking is strictly prohibited in all premises. Smoking is only permitted outside or on the balcony. Cigarette butts must not be thrown on the floor and any rubbish must be disposed of properly.

9.2. Privacy

The privacy of each member of the residential community must be respected at all times. This includes in particular, but not exclusively:

It is forbidden to enter the rented property of a member of the residential community without his/her permission. It is forbidden to open the mail of another member of the residential community.

The customer and each member of the residential community must respect the property of the other members of the residential community. This applies in particular (but not exclusively) to food, supplies and consumables in the common areas.

9.3. Household and Waste Disposal

Household materials not provided by Room Circle GmbH must be organised by the customer and/or other members of the residential community. The following applies with regard to rubbish disposal:

Rubbish may only be disposed of in the intended rubbish bags (Zürisack, etc.).

Rubbish must be disposed of immediately when the rubbish bag is full. Full rubbish bags may not be stored in the common areas, individual rented properties or on the balcony.

The rubbish must be separated. Glass, aluminium as well as PET bottles must be disposed of at the designated drop-off points.

Cardboard boxes must be disposed of in accordance with the valid collection schedule, unless other instructions are given. The collection schedule can be found in the rented property.

All members of the residential community are jointly responsible for the correct disposal of the rubbish.

9.4. Regular Cleaning

A tidy, clean and comfortable environment promotes general well-being and communication between the members of the residential community. Each member of the residential community is responsible for the hygienic care of the common areas and their own rented property. The members of the residential community organise the regular cleaning within the framework of the House Rules independently of Room Circle GmbH.

9.5. Kitchen

The following rules apply to the kitchens:

- After each use of the kitchen, it must be properly cleaned and tidied.
- Washing up must be done immediately after cooking and leftovers must be properly stowed away or disposed of.
- After cooking, the hobs, work surfaces and sink must be cleaned properly.
- Before a longer absence of individual or all members of the residential community (more than two [2] weeks), all perishable food leftovers must be consumed or disposed of properly.

9.6. Bathroom

The following rules apply to the bathrooms:

- After showering or bathing, the bathroom must be thoroughly aired.
- After using the toilet, the toilet must be cleaned with the toilet brush.
- Empty shampoo, deodorant, make-up and/or other containers etc. must be disposed of immediately and properly.

9.7. Visitors / Overnight Guests

Guests are welcome in the residential community. Hospitality is important for the well-being of the members of the residential community and is supported by Room Circle GmbH. In order to maintain the joy of welcoming guests, the following rules are to be observed:

- The host member of the residential community bears full responsibility for his/her guests.
- If guests stay overnight, the consent of all members of the residential community and the written consent of Room Circle GmbH is required. Each member of the residential community can notify Room Circle GmbH via the group chat if guest visits are intended. Room Circle GmbH reserves the right to levy a solidarity fee on the host in the amount of approximately CHF 10 per person and per night, subject to the duration of the stay. The solidarity fee shall be invoiced together with the following month's rent and is payable accordingly.

9.8. Breach of Community Rules

These GTC are supplemented by community rules, which form an integral part of the Tenancy Agreement. Anyone who seriously and repeatedly violates these GTC, the Tenancy Agreement and/or the Community Rules and if the written reminder remains unsuccessful within the period set by Room Circle GmbH, this may result in premature termination with two (2) weeks' notice to the end of a month in accordance with Article 266e OR.

10. End of Rental

10.1. Check-Out

Check-out 11:00. The latest check-out time is scheduled for 11:00 on the final day of your rental contract at a location defined by Room Circle GmbH, unless otherwise mutually agreed upon by both parties. When concluding your rental period, you have three options for returning the keys:

- Hand over the keys to a Room Circle GmbH staff member or their authorized representatives.
- If applicable you can self-check-out by utilizing a corresponding security key box.
- Dropping the keys off at a designated office.

10.2. Return of the Rented Property

The rented property and the inventory shall be returned in good condition, considering the wear and tear or changes resulting from the contractual use and the condition at the start of the rental period. The return of the rented property, which has been carefully cleaned and cleared of all personal belongings of the customer, shall take place with all keys according to local usage, but no later than 11.00 on the last day of the rental period.

If the return takes place before the end of the agreed rental period, the customer is not entitled to a refund. After returning the keys, the customer automatically waives the right to use the rented property.

If the rented property is not returned properly, Room Circle GmbH is entitled to have an official report taken at the customer's expense to preserve evidence.

In the event of late return of the rented property by the customer, the customer is obliged to pay a penalty of CHF 250 per day (24 hours) of delay. Payment of the penalty does not release the customer from the obligation to return the rented property at the agreed time. Room Circle GmbH reserves the right to claim further damages against the customer.

Room Circle GmbH must immediately notify the customer of any defects for which the customer is responsible. Room Circle GmbH can also assert claims against the customer at a later date for defects that were not recognisable despite the usual inspection upon return. It must notify the customer immediately if it discovers such defects.

10.3. Final Cleaning

The final cleaning process varies according to your specific Tenancy Agreement. There are three available variants. If no variant is specified in the Tenancy Agreement, Variant 1 applies by default.

- Variant 1 – Customer is responsible for final cleaning:

If Variant 1 applies, the customer is responsible for the final cleaning and to complete it themselves. The final cleaning must be carried out professionally and finalized by the end of the rental period. The final cleaning encompasses the professional cleaning of textile floor coverings within the rented property. The customer is obliged to thoroughly clean the rented property, including frequently used areas such as windows, window frames, roller shutters, mirrors, blinds, balconies, terraces, personal spaces in the kitchen (cupboards, fridge, and defrost freezer), and the bathroom, including drains. After final cleaning, the customer must capture images or record a video, which shall be submitted to Room Circle GmbH or their representative for approval.

- Variant 2 - Customer is responsible for final cleaning with cleaning fee:

If Variant 2 applies, the customer is responsible for the final cleaning but obliged to pay a cleaning fee. A professional cleaning company will handle the final cleaning of the rented property on behalf of the customer. The customer is only responsible for the key handover and not the cleaning process.

- Variant 3 - Room Circle GmbH is responsible for final cleaning:

If Variant 3 applies, the final cleaning is included in the Tenancy Agreement at no additional charge. Room Circle GmbH takes the full responsibility for the final cleaning. The customer is only responsible for the key handover.

IV. Services of Room Circle GmbH

1. Scope of Services

Room Circle GmbH offers customers various services that are included in the Tenancy Agreement and covered by the agreed rent. The type of services included is shown both in the Online Shop and in the Tenancy Agreement and can be, for example (non-binding and exemplary list):

- Additional Furnishing: Pillow, blanket, bedsheets, light bulbs
- Flat expenses: High Speed Internet
- Domestic appliances: Vacuum cleaner, Microwave
- Maintenance requests
- Maintenance: general wear and tear repairs
- Weekly cleaning of the common areas (between 9:00 to 18:00, without fixed date). This service includes cleaning of top surfaces and of the floor in the living room, bathroom(s) and kitchen (excluding dishes, ovens, microwaves, fridges, cupboards, etc.). The customer remains responsible for the removal of trash bags and tidying up of personal belongings. In case of excessive amount of trash and/or dirt, additional charges for cleaning may apply to the customer. Cleaning dates may vary due to public holidays or other circumstances beyond the control of Room Circle GmbH. To increase the efficiency of the cleaning process, all customers are requested to prepare the rented properties for cleaning and to keep their valuables safe.

2. Service Deposit and Refund

The customer pays a service deposit for the use of any services by Room Circle GmbH as part of the Advance Payment (see section II.4.1 et seqq.).

The customer will receive the service deposit back after the return of the rented property and as soon as all outstanding invoices for the services provided by Room Circle GmbH have been settled.

For the refund of the service deposit, the customer must provide Room Circle GmbH with the following information upon first request:

- In case of reimbursement to a bank account at a bank in Switzerland: name of the account holder and IBAN number;
- In case of reimbursement to a bank account at a bank abroad: name of the account holder, address of the account holder, IBAN number, bank name, clearing number, BIC/SWIFT.

3. Additional Services

Room Circle GmbH is pleased to offer a range of additional and consulting services beyond the scope of the Tenancy Agreement. These supplementary services are designed to enhance your overall experience and address various needs that may arise during your tenancy. The costs associated with these services will be invoiced separately to the customer at a competitive rate of CHF 200 per hour.

Examples of Additional Services:

- Tenant Search Assistance: Should you require support in finding a replacement tenant, Room Circle GmbH can provide valuable assistance. This includes creating compelling advertisements, organizing property viewings in your absence, and facilitating the entire tenant selection process.
- Apartment Search Support: If you are in need of a new apartment, Room Circle GmbH can guide you through the search process. From identifying suitable properties to accompanying you on viewings, our team is dedicated to helping you find the ideal living space.
- Recommendation Letter Composition: In the competitive rental market, a well-crafted recommendation letter can make a significant difference. Room Circle GmbH can assist in composing a compelling letter that highlights your strengths and facilitates a positive response from potential landlords.

- **Transportation Assistance (Moving-In/Out):** Transitioning to a new residence can be challenging. Room Circle GmbH offers support with the logistics of moving, including transporting belongings, coordinating moving-in or moving-out procedures, and alleviating the stress associated with the relocation process.
- **Baggage Transportation:** To make your moving experience more seamless, Room Circle GmbH can assist with the transportation of your bags and belongings. This service ensures a hassle-free relocation, allowing you to focus on settling into your new home.

For any of these additional services or customized consulting needs, please reach out to Room Circle GmbH, and our team will be delighted to provide further details and assist you accordingly.

4. Complaints

If the services are not performed to the customer's satisfaction, feedback can be sent by e-mail to the following address: roomcircle@hotmail.com.

V. Data Protection Declaration and Communication

Room Circle GmbH collects, processes and uses customer data in connection with the operation of the Online Shop and the conclusion of legal transactions via the Online Shop in compliance with the applicable data protection regulations.

For the processing of personal data by Room Circle GmbH, the [Data Protection Declaration](#) applies.

The customer agrees that Room Circle GmbH may contact him/her by telephone (including messaging applications such as WhatsApp, Threema, Telegram, Signal, WeChat or similar) or e-mail.

VI. Ownership, Usage and Intellectual Property Rights

All intellectual property rights, in particular copyright and related rights, to the Online Shop (text, images, logos, trademarks, files, etc.) are the sole property of Room Circle GmbH or the respective rights holders.

The contents of the Online Shop may only be downloaded or copied for personal use. All changes to the contents of the Online Shop as well as the (complete or partial) reproduction, transmission (electronically or by other means), modification, linking or use of the Online Shop for public commercial or other commercial purposes are prohibited without the prior written consent of Room Circle GmbH or the third party owner of the corresponding rights.

VII. Confidentiality

Either party to these GTCs may obtain access to confidential information from the other party in order to perform its obligations under these GTCs.

Subject to the provisions hereafter, each party shall keep the other party's confidential information confidential and shall not disclose the other party's confidential information to any third party or use the other party's confidential information for any purpose other than the performance of any legal relationship entered into through the Online Shop.

Each party shall use reasonable endeavours to ensure that the other party's confidential information to which it has access is not disclosed or disseminated by its employees or agents in breach of the provisions of these GTC and any legal relationship entered into through the Online Shop.

A party may disclose confidential information to the extent that such confidential information is required to be disclosed by law, by a governmental or other (regulatory/administrative/etc.) authority or by a court or other competent authority, provided that, to the extent permitted by law, it gives the other party as much notice as possible of the disclosure and provided that notice of the disclosure is not prohibited.

Neither party shall be responsible for the loss, destruction, alteration or disclosure of confidential information by third parties.

Room Circle GmbH acknowledges that personal data is the customer's confidential information. This personal data is subject to section V of these GTC and the separate Data Protection Declaration of Room Circle GmbH.

The receiving party's obligations of confidentiality under this section shall not apply to information that:

- are or become public knowledge otherwise than by an act or omission of the receiving party;
- were lawfully in the possession of the other party prior to disclosure; or
- disclosed to the receiving party by a third party lawfully and without restriction on disclosure.

Room Circle GmbH may use aggregated and anonymised data for statistical and marketing purposes.

The provisions of this section shall survive the termination/expiry of any legal relationship concluded via the Online Shop.

VIII. Disclaimer

Room Circle GmbH makes every effort to provide current and accurate information in the Online Shop. However, no guarantee or liability can be assumed for the correctness, completeness, up-to-dateness and accuracy of the information and details provided. The use of the Online Shop is at the risk of the customer. The contents of the Online Shop may be changed at any time. Room Circle GmbH cannot guarantee the availability of the Online Shop.

To the extent permitted by law, Room Circle GmbH disclaims liability for damages or consequential damages (including, without limitation, anticipated and unrealised cost reductions, loss of use, lost profits or other revenues, loss of data, damages resulting from downloads, etc.) arising out of access to or use of the Online Shop (or the inability to access or use it).

Liability for associates within the meaning of Article 101 OR is completely excluded. If the associate is in the service of Room Circle GmbH, liability for negligence is excluded.

IX. Force Majeure

Room Circle GmbH shall not be liable to the customer if it is prevented from performing or delayed in performing its obligations arising out of the use of the Online Shop or legal transactions entered into through the Online Shop by any act, event, omission or accident beyond its reasonable control, including – but not limited to – strikes, lockouts or other collective labour disputes (whether involving Room Circle GmbH's or any other party's workforce), failure of a utility service or transport or telecommunications network, malicious software (e.g. virus attack), force majeure, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or instruction, accident, breakdown of plant or machinery, fire, flood, epidemic/pandemic, storm or default by suppliers or subcontractors, provided that the customer is given reasonable notice of such event and its expected duration.

X. Third Party Rights

With the exception of permissible assignments, these GTC do not transfer any rights to persons or parties other than the customers and Room Circle GmbH and, if applicable, their legal successors in accordance with the applicable Swiss (tenancy) law provisions.

XI. Authoritative Version, Amendments and Supplements to the GTCs

The version of these GTC in force at the time of the booking in the Online Shop shall apply in each case, which cannot be changed unilaterally for this booking. Any terms and conditions of the customer that conflict with or deviate from these GTC shall not be recognised.

Changes or additions to these GTC must be made in writing and signed by the customer and Room Circle GmbH (or their respective authorised representatives) in order to be effective.

Room Circle GmbH reserves the right to adjust prices, its services and the GTC at any time. Room Circle GmbH will notify the customer of any changes in an appropriate manner (e.g. by e-mail) or, if necessary, in the legally required form (e.g. by means of an officially approved form).

XII. No Waiver

The failure or delay of any party to these GTC to exercise any right or remedy under these GTC or under the law shall not constitute a waiver of that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. This does not include any right or remedy the exercise of which is subject to statutory time limits.

XIII. Entire Agreement

Unless otherwise agreed in a separate agreement between Room Circle GmbH and the customer, the conclusion of a legal transaction via the Online Shop together with these GTCs constitutes the entire agreement between the parties and supersedes and cancels all prior agreements, promises, representations, warranties and understandings between them, whether written or oral, with respect to its subject matter.

The entire agreement can only be suspended, amended, cancelled and/or changed by a separate written contract between Room Circle GmbH and the customer.

XIV. Severability

Should any provision of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by an agreement negotiated in good faith between the parties to these GTC that comes as close as possible to what the parties intended economically with the invalid provision. The same applies to a loophole in these GTC.

XV. Applicable Law and Jurisdiction

1. Applicable Law

All disputes and/or claims arising out of or in connection with the use of the Online Shop and the conclusion of all legal transactions via the Online Shop (including the Tenancy Agreement as well as every other non-contractual disputes and/or claims) shall be governed exclusively by Swiss law (excluding all conflict of law rules and the provisions of the CISG).

2. Place of Jurisdiction

The place of jurisdiction for all disputes and/or claims arising from or in connection with the Tenancy Agreement and/or the House Rules is the location of the respective rented property.

The exclusive place of jurisdiction for all disputes and/or claims arising from or in connection with the use of the Online Shop and the services of Room Circle GmbH is the ordinary courts of the city of Zurich (District 11), Switzerland.