

General terms and conditions

(This nonbinding English language translation of the ricardo.ch AG General terms and conditions is provided for convenience and information purposes only and may be outdated; the original German language Terms and Conditions are authoritative.)

I. Introduction

A. AREA OF APPLICATION AND VALIDITY

These General Terms and Conditions (GTC) of ricardo.ch AG, Grafenauweg 12, PO Box 4636, 6304 Zug, Switzerland (hereinafter "ricardo.ch"), as well as the conditions established outside of the GTC and declared as binding by these GTC, particularly [the Data protection declaration](#) and [the fee regulations](#), govern the rights and duties relating to usage of the ricardo.ch website (incl. all sub-domains) and the contractual relationship between ricardo.ch and ricardo.ch members.

The member re-confirms these GTC every time they log in to ricardo.ch. ricardo.ch reserves the right to modify these GTC at any time and without stating and reasons, and to publish the latest version on ricardo.ch.

B. ricardo.ch MARKET PLACE

1. Purpose

For the time being, ricardo.ch provides its website, ricardo.ch, to its registered members as a market place (platform) for buying and selling items, services and rights (hereinafter: "products"). To simplify matters, these GTC denote the provider of a product as the "seller", the acquirer of a product as the "purchaser" and the acquisition as "purchase"/"purchasing".

2. Independent usage

Members can conclude contracts between each other in this market place independently and on their own responsibility. Only the selling member and the purchasing member are liable and authorised as a result of such contracts. The seller and purchaser are solely responsible for fulfilling the contract.

3. Legal status of ricardo.ch

ricardo.ch is not a contractual party of any contract concluded between the members on the market place. ricardo.ch, its representatives, staff and assistants are in no way responsible for the risks associated with initiating and concluding deals, and are in no way liable for any resulting damages.

ricardo.ch is not obliged to check the behaviour of its members in relation to usage of the market place. ricardo.ch is indeed entitled, but not obliged, to check, in any way, the offers, texts and images published by its members on the market place for their appropriateness or

other legitimacy. This particularly applies for the system used by members on their own responsibility to mutually assess business partners.

4. No usage claim

It is not possible to claim for registration, membership, usage of the ricardo website of utilisation of ricardo.ch services. ricardo.ch is particularly free to reject a registration, exclude a member, prohibit usage or cease a service at any time.

C. DEFINITIONS

1. Member

By registering with **ricardo.ch**, i.e. by submitting the personal details required and consenting to these GTC, the interested party becomes a “member” of the ricardo market place. Registration and membership are free.

2. Offer

Offer means the publishing of a description, designed on one’s own responsibility, to sell a product on the **ricardo.ch** market place.

3. Types of offers on the ricardo market place

Offers can be created in different ways. The following formats are currently available:

a) Auctions:

During an auction on **ricardo.ch**, an offer is published on the market place for a time period set by the seller and under conditions specified by the seller. Starting with the set minimum price, interested parties can place bets (i.e. the maximum price they are bindingly prepared to pay for it) for the offered product in a mutual competition. Placing a product up for auction represents a binding offer by the seller to conclude a contract, through purchase of the offered product, with the highest bidder when the auction period is over. If a bid is placed during the last 3 minutes of the auction, the auction closes three minutes after submission of the last bid. The contract is concluded with the highest bidder.

During multiple auctions, placement of several identical products represents a binding offer by the seller to conclude separate purchase agreements, until the stock is exhausted, with the bidders in decreasing order of the amounts of the bids placed.

b) Fixed price offers/auctions with “buy now” price

Placement of a product with the seller stating a so-called fixed price represents a binding offer for immediate sale of the product to anyone prepared to pay this set amount.

If an auction-type offer also includes the possibility of purchasing the product immediately at a fixed price, and thus ending the auction early, this price is marked as the “Buy now” price to simplify matters.

c) Classified ads

By placing a classified ad, the seller seeks someone interested in the product stated in its classified ad. The conditions of sale do not yet need to be specified. The classified ad only serves as a means of contact. Conditions and contract conclusion are negotiated in direct contact between the seller and purchaser, and therefore outside the ricardo market place. The classified ad is thus a non-binding negotiation basis, unless otherwise stated. A classified ad can only be entered in the designated mark.

II. Membership

A. PURPOSE

Membership as a registered user is required for buying and selling products on ricardo.ch, for using related website functions, and for using password-protected areas of the website (particularly a personal account). Non-members cannot purchase a product offered in a classified ad.

B. DESCRIPTION

Registration and membership are free. Membership is personal and non-transferable.

C. NO CLAIM

It is not possible to claim for membership at ricardo.ch. ricardo.ch can reject any registration, without stating any reasons for this.

D. MINIMUM ADVANCE PAYMENTS FOR MEMBERSHIP

1. Capacity to act

Membership is only open to natural persons or legal entities with unrestricted capacity to act. Minors (persons under 18 years of age) cannot be members.

2. Personal details

The information to be submitted during [registration](#) must be complete and correct at all times, and must particularly contain the following: full first and last name, address (no PO Box and/or general delivery) of the current place of residence, telephone number (no premium rate service numbers e.g. 0900 numbers), and a valid email address. When registering a company, the name of the contact person and, most importantly, the full trade name, must be given. When making changes, the member is obliged to update this immediately in “My Ricardo”, so that the information is complete and correct at all times.

The user name to be selected by the member may not be obscene, degrading or offensive in any way. The user name may also not contain any reference to an email or internet address, or breach third party rights.

E. START AND END OF MEMBERSHIP

1. Start

Membership begins with a password being sent by email from ricardo.ch.

2. Termination by the member

Membership may be terminated at any time by sending a cancellation email to kundendienst@ricardo.ch, as long as all the requirements below are met:

- The member's account status has been settled, i.e. there is no balance in favour of ricardo.ch.
- The member is not currently selling any products on ricardo.ch.
- The member is not participating in any current auctions as a bidder.

The ricardo.ch customer service confirms the cancellation by email and blocks the relevant account. Any member evaluations submitted and received also continue to appear on ricardo.ch even after membership has been terminated.

3. Termination by ricardo.ch

ricardo.ch is entitled to exclude a member at any time without providing any reasons for this, i.e. terminate membership without this giving rise to any claims against ricardo.ch. This particularly applies for breaches of these GTC by the member.

Listing fees, sales charges, and fees for listing options plus any reminder fees and reimbursement expenses also continue to be payable even if membership is terminated.

Any member evaluations submitted and received also continue to appear on the ricardo website even after membership has been terminated.

Excluded members are not entitled to re-register as a member, whether it be under their own name or other name, without prior consent from ricardo.ch. If this regulation is breached, a charge of CHF 100.00 will be incurred.

III. General member obligations

A. Non-disclosure of access data

Members are obliged to keep the personal password advised to them by ricardo.ch during registration, as well as the activation code received by mail, confidential at all times, and never make these known or accessible to third parties.

B. Technical interference

The use of mechanisms, software or other scripts which may disrupt proper website operation is prohibited.

Members may not take any measures which may result in inappropriate or excessive straining of the ricardo infrastructure.

Members are prohibited from blocking, overwriting or modifying content generated by ricardo.ch, or interfere with the ricardo website in any other way.

C. Third party intellectual property rights (Intellectual Property)

Any type or format of texts and graphics published by a member on the ricardo website (offers, evaluations, entries as part of the “Questions and Answers function”, etc.) or communicated in any other way through the ricardo website may not breach any third party intellectual property rights. The member may only use and publish on the ricardo website images and text which they have created themselves or for which the legal owner has permitted usage; this particularly also applies for text and image material publicly accessible on another website.

D. Third party personal rights

Any type or format of texts and graphics published by a member on the ricardo website (offers, evaluations, entries as part of the “Questions and Answers function”, etc.) or communicated in any other way through the ricardo website may not breach any third party personal rights; in particular, they must not be offensive, obscene, defaming, tormenting, insulting, disparaging, degrading, reputation-damaging or similar.

E. No advertising

Any type or format of texts and graphics published by a member on the ricardo website (offers, evaluations, entries as part of the “Questions and Answers function”, etc.) or communicated in any other way through the ricardo website may not contain any form of advertising for products which this member is not currently, or in the immediate future, selling on ricardo.ch.

F. Links and web addresses

The offers and content (incl. images) published on the ricardo website may not contain any URL links or web addresses. Excepted from this are offers in the form of classified ads, according to [the banned items list](#).

G. Use of content

The information about a seller, viewable in an offer, or any other information which ricardo.ch may provide in relation to offers may only be used in relation to the relevant offer; usage for advertising purposes is particularly prohibited.

H. No contractual conclusion outside of ricardo.ch

Any type or format of texts and graphics published by a member on the ricardo website (offers, evaluations, entries as part of the “Questions and Answers function”, etc.) must not target contract conclusions outside of ricardo.ch, or directly or indirectly request this.

I. No auction manipulation through bids

Placing bids for the same product using more than one user name is strictly prohibited.

Sellers of products are prohibited from manipulating the price of their products during the auction. Bids on products must not be placed by the seller themselves, nor by persons living in the same house as the seller, nor by third parties contracted by the seller.

Placement of bids using automated data processing methods is prohibited.

J. Truthful usage of the evaluation system

Users are obliged to supply truthful information in the evaluations submitted by them. The evaluations must be objective and may not contain any personal insults. Advertising is not allowed to be incorporated into an evaluation (e.g. submission of a www address, etc.). Dishonest controlling of one’s own or third party evaluations profiles (for example by using several member names) is prohibited. For data protection reasons, stating personal user details in an evaluation is also not permitted. Submitting misleading evaluations or manipulating the evaluation system to one’s own advantage is similarly prohibited. In exceptional cases, ricardo.ch is entitled, but not obliged, to access the independent evaluation system at any time and delete and/or correct evaluations.

IV. Market place operations

A. Banned products

ricardo.ch is authorised to prohibit the sale of certain products and product groups on the market place at its own discretion at any time and without providing any reasons for this. A non-exhaustive, frequently updated overview can be found in [the banned items list](#).

B. Published content, offers and bids; categories

ricardo.ch is authorised to delete individual offers, bids, and text and image material on the ricardo website at any time without further enquiries and without stating reasons for this. This particularly also applies for offers placed in an inappropriate market place category, bids obviously not meant seriously, and text or image material which may violate third party rights. No claims against ricardo.ch can be derived from relevant deletions.

ricardo.ch is also authorised, without prior notice or justification, to rename, divide, merge,

delete or re-introduce offer categories, move current offers to another relevant category, or delete these.

C. GTC breaches by a member

ricardo.ch is authorised to warn a member if there is credible, concrete evidence that this member has violated these GTC. ricardo.ch is particularly entitled to warn a member if there is credible, concrete evidence that the member has intentionally breached their contractual obligations to another member.

The right to exclude a member from membership without stating any reasons is reserved [\(see II Membership E. 3. Termination by ricardo.ch\)](#).

D. Changes in the offer duration

ricardo.ch is entitled, but not obliged, to extend or shorten the duration of offers, insofar as this appears necessary for appropriate execution of the offer.

V. Seller obligations

A. Authority to possess the product offered

The seller may only offer products it is authorised to possess, i.e. for which it is completely and unconditionally capable and entitled to transfer possession and property to the purchaser.

B. No sale of prohibited items

It is prohibited to sell products for which the offer, sale, purchase, submission or usage could violate legal regulations or good faith. ricardo.ch compiles a non-exhaustive and frequently updated [list of banned items](#) for products for which offers or bids are prohibited without express prior consent from ricardo.ch. Regardless of a product's entry on the list, ricardo.ch reserves the right, at all times, to delete offers, and inform the relevant authorities or affected third parties.

C. Truthful information about the item of purchase

The seller is obliged to provide truthful information on the offered product and to advise full payment and delivery details. All known product/packaging defects must be stated. This also particularly applies for used products or products with damaged packaging. The seller is obliged to publish their offer in a relevant product category on the market place.

D. No multiple listings

Simultaneous listing of several identical or similar products is not accepted. This applies for multiple listing in the same or different categories. ricardo.ch reserves the right to delete such offers without further enquiry.

E. No prior sale

The seller is not permitted to sell the listed products elsewhere during the auction or grant third parties rights thereto.

F. Listing and sale charges

ricardo.ch charges the seller a listing fee to offer the products on the ricardo.ch website. Listing options for specific offer arrangement also incur a fee according to the fee regulations. In the event of successful contract conclusion, the seller must also pay ricardo.ch a sales charge; for offers in the form of classified ads, no sales charge is incurred. All aforementioned fees are payable immediately and are charged by email. The fee amounts, as well as relevant invoicing and payment conditions, can be found in the latest [fee regulations](#). ricardo.ch reserves the right to adjust the fee at any time. If the seller deletes or modifies an offer while the offer is still valid, this does not entitle the seller to reimbursement or reduction of the fees incurred.

Depending on the type of offer modification, additional fees may be incurred, particularly if additional listing options are selected.

G. Fee refunds

If the seller justifiably declares withdrawal from the contract [\(see VI. Seller-Purchaser relationship 8. d\) Withdrawal\)](#), they can request for ricardo.ch to credit the incurred fees.

If the parties terminate the contract through mutual agreement in order to resolve a dispute, the seller can also request a credit for the fees incurred.

Details on fee refunds can be found in the [fee regulations](#).

VI. Seller-Purchaser relationship

A. GENERAL

ricardo.ch makes no guarantee that members will act according to the principles of good faith when dealing on the ricardo website. ricardo.ch particularly makes no guarantee that members will comply with any contractual obligations existing between them.

B. OFFER PROCESS

1. Offer obligation

Insofar as no bid has been placed, the seller is entitled to delete, and thus withdraw, their offer.

As soon as bid is placed, the seller is bound to the offer.

2. Bids format

Bids can only be placed in the designated mask on the relevant offer page. Bids placed in other formats, particularly by email, are invalid.

3. Bid obligation

By placing a bid, the bidder declares they will purchase the offered product under the conditions specified by the seller or agreed on individual with the latter (payment methods, transport methods, shipping costs etc.) in the event they are the highest bidder at the end of the auction. The bidder is bound to their bid, unless a higher bid is placed.

Modification or retraction of a bid is not permitted. For multiple auctions, the bid only expires if higher bids have exhausted the total number of auction items. If, during a multiple auction, the bidder is only outbid in one part of the desired products, they are still obliged to accept the number of products sold to them.

If a bid is deleted, the second-highest bid is only applied with the express consent of the relevant bidder.

If the offer description is changed after a bid is placed, and this change does not appear to make the offered product more valuable, the highest bidder at this time, or, for multiple auctions, those bidders who would receive a discount if the auction were concluded at that time, is entitled to withdraw their bid. Any relevant queries should be emailed to kundendienst@ricardo.ch.

4. “Price proposal” obligation

If a member makes a “price proposal” using the mask activated for this by the seller and marked “Price Proposal”, they thus submit a binding offer of purchase. The member is bound to this price proposal offer for 7 calendar days, insofar as the seller does not reject this earlier, the offer duration does not expire earlier, a bid is placed, and the offer is not ended earlier through the Buy Now price or withdrawal of the offer.

5. Obligation of an offer to outbid bidders

Once an auction is over, the seller is entitled to offer the outbid bidders an identical product for the amount of the relevant bids using the corresponding function in “My ricardo”/”Successful Auctions”. A relevant offer remains valid for 7 calendar days and cannot be withdrawn by the seller during this time. The item may also not be offered or sold elsewhere during this time.

6. Contract conclusion

Once the offer period is over, a binding contract between the seller and the highest bidder takes effect without further notice.

If a member bids an amount totalling the Buy Now price or fixed price, a binding contract between them and the seller takes effect immediately without further notice.

7. Contractual content

a) Seller conditions

The content of the concluded contract is determined by the product description (including additions, for example seller information as part of the “Questions and Answers” function) listed by the seller, and the conditions specified by the seller, as seen on the offer webpage at the time of the successful bid, as well as after any discussions between the parties before contractual conclusion.

The seller is obliged to grant the purchaser possession and unconditional ownership, free of third party rights, of the item, in exchange for payment of the purchase price. Liability exemptions regarding this are not permitted.

Cession of ricardo fees by the seller to the purchaser is not permitted and therefore not part of the contractual content.

The purchase price is always understood as being inclusive of the value-added tax or any other sales taxes.

b) Product description

The product description is part of the contractual content, i.e. the seller ensures that the product displays the characteristics described.

Should any information not be guaranteed, the seller must clearly state this.

c) Content in the absence of differing sales conditions for goods purchases:

If, at the time the bid is placed, there are no deviant conditions or no clearly differing product description by the seller, and the parties have not arranged otherwise, the following contractual content applies for goods purchases:

- The seller is liable for item defects, i.e. non-described defects which drastically affect the value or use of the item for the designated purpose. The seller is particularly liable, in the absence of a clearly different description, for the functional efficiency of a device sold.
- The risk of product destruction is transferred to the purchaser when the product is submitted for shipment or handed over to the purchaser.
- Any recycling fee is included in the purchase price, i.e. not to be paid extra by the purchaser.
- Swiss law, with the exception of the UN law on the International Sale of Goods, applies for all disputes arising between the contractual parties in relation to the offer.

8. Contractual execution

a) General

Both contractual parties are obliged to comply with their sales agreement duties completely and punctually.

Unlike in EU member states, no seller right of withdrawal exists in Switzerland.

Contractual execution is the parties' business; fulfilment (execution) of the deal is governed by the respective contractual conditions. This particularly also applies for the due date of individual contractual services (i.e. for the time from which the actual service can be demanded and also legally enforced). If the offer contains no regulations regarding this, and the parties have also not agreed on anything between them, the following points b-e) apply:

b) Communication

Each party must provide the other, within 7 calendar days of contract conclusion, with information which the other party needs to be able to fulfil the contract. This particularly concerns the postal/bank details, if the payment method was offered as a bank transfer, and this information was not already submitted by the seller in the so-called "text for end-emails".

If a party lacks information on the other party which is necessary to fulfil the contract, it is also obliged, within 7 days of contract conclusion, to request this at least twice by email and once by telephone. If these requests are unsuccessful, the requesting party is entitled to withdraw from the contract 7 calendar days after contract conclusion.

c) Due date

The contract service owed must be rendered appropriately and in full within 14 calendar days of contract conclusion. If a member is obliged to make an advance payment (e.g. payment of the purchase price in advance), they must render their service in full within 14 calendar days of contract conclusion; their contract partner must then render theirs. For deliveries on account, a payment period of 14 calendar days from receipt of the product applies, unless other seller conditions exist. The 14-day period also applies for collections in exchange for cash payments.

d) Withdrawal

If a member does not render their due service despite being requested to do so, their contractual partner is entitled to withdraw from the contract and reclaim any services already rendered from their end. This does not apply if the contractual partner themselves thwarted the rendering of the service (e.g. the contractual partner did not appear at the agreed hand-over meeting or did not provide the member with their bank details despite being asked to do so).

e) Product defects

Should a product display a defect, not mentioned in the offer description, which drastically reduces or nullifies the product's value or serviceability for the designated purpose, the purchaser must advise the seller of this within 14 calendar days of product delivery in order to request for rectification at the seller's expense. The same applies if the product lacks a characteristic stated in the offer description.

The above clause in no way restricts further warranty or guarantee rights (e.g. longer defect notice periods or manufacturer guarantees).

The purchaser must ensure the product is brought to the relevant seller service centre or is sent at their own expense.

Should the seller not respond to two defect notices, or should the rectification made not provide the desired success, the purchaser is entitled to withdraw from the contract.

VII. Data protection

The [Data protection declaration](#) is an integral and binding part of these GTC.

VIII. Assignment of rights and duties to third parties

ricardo.ch reserves the right to assign individual or all rights and duties arising from these GTC to third parties, or have these exercised by a third party.

Membership and all rights and duties of the current or former member to ricardo.ch cannot be assigned by the member.

IX. ricardo.ch disclaimers

A. General

ricardo.ch is only liable for direct damages arising through deliberate or grossly negligent actions by ricardo.ch. ricardo.ch liability for direct damages in the event of minor negligence - regardless of the legal grounds - is expressly excluded, subject to mandatory legal regulations. ricardo.ch liability for indirect damages or subsequent damages - regardless of the legal grounds - is completely and expressly excluded.

B. Technical disruptions, maintenance

ricardo.ch is not liable for temporary unavailability of the website, the failure of individual or all website functions, or incorrect functioning of the website. ricardo.ch is particularly not liable for technical problems which cause offers or bids to be accepted or processed late or incorrectly, or not at all. ricardo.ch particularly does not guarantee that the system time clock will match an officially set time.

The ricardo.ch website may be temporarily unavailable, or only available to a limited extent, as a result of maintenance work or other reasons, without the user/member being able to derive any claims against ricardo.ch for this.

C. Content and offers

ricardo.ch is not obliged to check offers, evaluations or other information published by members on the market place, and particularly assumes no responsibility for

- truthful and otherwise correct formulation of offers

- the quality, security, legality or availability of products offered
- the ability, authority and will of individual members regarding selling, purchasing, delivery, payment or other contractual fulfilment.

D. Members and third parties

ricardo.ch is particularly not liable for damages caused to members or third parties by the behaviour of another member or third party in relation to usage or misuse of the ricardo website.

E. Linked websites

ricardo.ch makes no guarantee for the currency, accuracy, appropriateness, entirety or quality of the content of websites accessible via links on the ricardo website, and excludes any liability regarding this.

X. Exemption

If other members, users or third parties assert claims against ricardo.ch because of a breach of their rights by offers or content published by a member, or because of other usage of the ricardo website by members or users, this member/user exempts ricardo.ch from all claims, and also bears the legal costs for ricardo.ch (incl. court and lawyer's fees).

XI. Applicable law and place of jurisdiction

All disputes between ricardo.ch and a (current or former) member relating to these GTC are subject to Swiss law. The place of jurisdiction is Zug, Switzerland.

XII. Severability clause

Should individual clauses of these GTC be null and void and/or invalid, in part or in full, this does not affect the validity and/or effectiveness of the remaining clauses or parts thereof. The invalid and/or ineffective clauses are legally replaced by ones as close as economically possible, in terms of meaning and purpose, to the invalid and/or ineffective clauses. The same applies for any omissions in the regulations.

Data protection declaration

(This nonbinding English language translation of the ricardo.ch AG data protection declaration is provided for convenience and information purposes only and may be outdated; the original German language Terms and Conditions are authoritative.)

The security and protection of your personal data is our number one priority. More
That's why we commit to handling your personal data responsibly. Your data information
is transferred - depending on your decision - encrypted or non-encrypted.
Your data is saved on servers in Switzerland.

A. No storing of credit card details

ricardo.ch does not store or request any credit card details.

B. Definition of personal details

Personal details are stick data, such as the member's name, address, date of birth and sex, as well as usage data, such as member name, password and IP address.

C. Basic principle

The member agrees to let ricardo.ch and the assistants hired by ricardo.ch store, process and use the personal data entered by the member to justify and administrate the business and membership relationship (for example for charging services and as a contact for queries), as well as the perform and execute deals and contracts initiated through the ricardo.ch market place. This particularly concerns the member's name, address, telephone number, email address, sex and date of birth.

D. Usage data

The member agrees to let ricardo.ch collect, process and use the member's usage data in relation to usage of the ricardo.ch market place with the help of electronic aids, in particular to design the market place and its presentation in terms of the member's supposed needs and to encourage market place security. In order to be able to make the services as optimum and secure as possible, this particularly concerns the user's browser type (e.g. Explorer 5.x), operating system (e.g. Windows XP), internet domain (e.g. go.sunrise.ch) and IP address.

E. Bank details

If the member enters their postal account and/or bank account information in their member account, they thus agree to let this data be used for any fee refunds from ricardo.ch to the member, and for this data - insofar as the member has activated the relevant function in the member account - to be sent by email to the respective contractual partner after contract conclusion on the ricardo.ch market place.

F. Releasing of member names, place of residence, evaluations

The member agrees to let ricardo.ch make their member names, the place of residence associated with the member names, registration date, evaluation profile and evaluation comments left by the member for other ricardo.ch members visible to all visitors to the ricardo.ch website. The member is aware that non-disclosure of already published data is not possible.

G. Publication of offers on the market place

The member agrees to the publication of information they enter when formulating an offer or as part of the “Questions & Answers” function or evaluation function. The member also agrees for their user name and (residential) base to be visible if they sell something on the ricardo.ch website. The member accepts that their telephone number will also be visible for offers in the form of classified ads.

H. Publication of offers elsewhere

ricardo.ch is authorised to publish offers, and the associated information released on the ricardo.ch market place, on other platforms and in other media (e.g. newspapers) in the appropriate format.

I. Forwarding of contact details after contract conclusion

The member agrees for ricardo.ch to forward the stored contact data and a text entered by the member for this purpose, as well as the member’s postal and/or bank details - insofar as the member has activated this function in the member account - to the respective contractual partner for the purposes of executing a contract concluded through the ricardo.ch market place.

J. Usage for advertising purposes

The member agrees for ricardo.ch to process and use their personal data for marketing purposes, e.g. sending emails with general information or of a promotional nature (newsletters).

If desired by the member, ricardo.ch will refrain from usage for advertising purposes. The member can send a relevant email to kundendienst@ricardo.ch or accordingly activate the newsletter-sending function in their member account at any time.

K. Action regarding deceptive behaviour

If necessary in individual cases, and provided plausible evidence exists, the member agrees for ricardo.ch to collect, process and use the stock and usage data required to expose and prevent offers listed with deceptive intentions, and other illegal or non-contractual usage of the ricardo.ch market place.

L. Forwarding as per legal regulations

In the event of a legal regulation, governmental order or preliminary official proceedings, ricardo.ch is authorised, without further notice, to provide the respective data to the authorities.

M. Forwarding to authorities in the absence of legal regulations

Insofar as data forwarding is not permitted by law, the member agrees to forward their personal data to prosecution and supervisory authorities for the necessary prevention of risks to state and public security, and for the prosecution of criminal acts.

N. Storage and usage after termination of membership

The member agrees for the data in the offer relating to their user name (incl. details of products offered, the member's place of residence and post code, bids placed by them etc.) to be displayed on the ricardo.ch market place even after the offer period is over. The member also agrees for their data to be stored and used for the abovementioned purposes even after membership has been terminated. It is particularly stated that received and submitted member evaluations will continue to remain visible and that legal data storage obligations exist.