ImmoHive

Terms of Use for ImmoHive

Business customers and private users · Version of 16 November 2026

These Terms of Use govern the use of ImmoHive, the web-based AI agent of DataHive GmbH, Eggeweg 21, 8222 Beringen, Switzerland, UID CHE-210.884.388 ("DATAHIVE"), at immohive.ai, suche.immohive.ai and the related applications. They apply to companies and persons who use ImmoHive for professional or commercial purposes ("Business Customers") and to natural persons who use ImmoHive for private purposes ("Consumers"); together "USERS". This English version is a translation for convenience. In case of discrepancies, the German version prevails.

1. Conclusion of contract, scope and order of precedence

The contract is concluded upon registration, the start of a trial, the selection of a paid plan or the acceptance of these Terms of Use. Deviating terms of Business Customers apply only if DATAHIVE expressly agrees to them in writing.

In the event of conflicts, the following order of precedence applies: (1) separately accepted discount code or offer terms with regard to price and discount period, (2) section 15 for Consumers, (3) these Terms of Use. The processing of personal data is governed by the Privacy Policy for ImmoHive. With regard to ImmoHive, these Terms of Use take precedence over DATAHIVE’s general terms and conditions for individual data delivery or consulting projects.

2. Services and further development

ImmoHive supports Business Customers in researching, identifying and analysing properties, plots, companies, customers and markets and in creating reports and dossiers. Consumers can use ImmoHive to search published property listings in a personalised way and to be notified automatically about matching listings. The scope of services of each plan, including usage limits, is set out in the plan description at the time of purchase.

DATAHIVE continuously develops ImmoHive to improve user experience, quality, security and performance. Functions, interfaces, models, data sources, processes and technical components may therefore be adapted, supplemented, replaced or discontinued. DATAHIVE endeavours not to materially restrict the agreed core use as a result; however, there is no entitlement to an unchanged scope of functions. DATAHIVE may engage or replace equivalent technical service providers, AI models or sub-processors, provided that appropriate data protection and security standards are maintained.

3. Plans, accounts and seats

The plan for private users may only be used for private purposes. The plans for Business Customers (currently "Professional" and "Team") are intended for professional or commercial purposes.

Each user account or seat is assigned to a single natural person. Login credentials may not be shared or made available to third parties, affiliated companies, consultants or service providers. In plans with several seats, the company is the contracting party; it designates the authorised persons and is responsible for their use. Whether a seat can be reassigned to another person depends on the functions available from time to time; there is no entitlement to this. Splitting one seat among several persons is not permitted.

4. Trial

DATAHIVE may offer new USERS a free trial (currently 7 days). Only one trial is permitted per person and per company.

If a payment method is provided when the trial starts, the trial automatically converts into the selected paid subscription at the price displayed at the time of purchase once it ends, unless the USER cancels before the end of the trial. DATAHIVE reminds the USER of this by email before the trial ends. If no payment method is provided, access ends when the trial ends until a paid plan is selected.

5. Prices, payment and price changes

The prices and billing intervals displayed at the time of purchase apply. For Consumers, the prices displayed are final prices including any value added tax; for Business Customers, they are exclusive of statutory value added tax. For plans with several seats, the price depends on the number of seats booked.

Billing takes place in advance for each billing period via the payment service provider Stripe. The USER authorises Stripe to collect recurring fees when due using the selected payment method. If a payment fails, DATAHIVE may block access until payment has been made in full. Fees already paid are refunded only where mandatory law requires this or DATAHIVE expressly agrees to it.

DATAHIVE may adjust prices with at least 30 days' notice to the end of a billing period. In this case, the USER may cancel with effect from that date before the change takes effect; otherwise, the new price applies from the announced date.

6. Term and termination

Subscriptions run for an indefinite period and renew for one further billing period at a time. The USER may cancel at any time in the user account or by email to contact@thedatahive.ch with effect from the end of the current billing period; access remains in place until then. DATAHIVE may terminate with 30 days' notice to the end of a billing period.

DATAHIVE may decline to conclude a contract without giving reasons. If a Business Customer itself offers property, geo or company data or comparable AI applications, or works for such a provider, DATAHIVE may also terminate the contract at any time with 7 days' notice; fees already paid for the period after the end of the contract are refunded pro rata.

Either party may terminate without notice for good cause. Good cause for DATAHIVE exists in particular in the event of misuse under section 9, a serious breach of these Terms of Use or repeated late payment. In the event of termination without notice for a reason for which the USER is responsible, fees already paid are not refunded unless mandatory law provides otherwise.

7. Data, listings, AI results and professional review

Data and content, including property listings, come from publicly available or other third-party sources. DATAHIVE endeavours to continuously improve data, sources, models and results. To the extent permitted by law, however, DATAHIVE gives no warranty for the accuracy, completeness, timeliness, availability, attribution or suitability of the data and results. DATAHIVE is neither the provider nor the broker of listings; rental or purchase contracts are concluded exclusively between the USER and the respective advertiser.

AI-generated answers, analyses, valuations, reports and dossiers may contain errors, gaps or incorrect conclusions. The USER reviews results on their own responsibility before any business, legal, financial, technical, planning or other material decision. ImmoHive does not replace professional advice.

DATAHIVE does not owe any particular research result, complete market, listing or data coverage, or any assurance that a property, plot, company, customer or lead is suitable, available, legally buildable or economically attractive.

8. Permitted use and right of use

For the term of the contract, DATAHIVE grants the USER a simple, non-transferable, non-sublicensable and revocable right to use ImmoHive: Business Customers exclusively for their own internal business purposes, Consumers exclusively for their own private purposes, in particular their own search for a home or property.

Permitted uses for Business Customers include in particular the identification and analysis of one or more properties, plots, companies and customers, market overviews to the usual extent, and the creation of reports and dossiers for specific own business transactions and own acquisition activities.

9. Prohibited use and fair use

ImmoHive is not a tool for data export, mass queries or building databases. Individual or multiple queries within the scope of normal use are permitted. In particular, the following are not permitted:

- systematic or mass queries, lists, analyses or exports that go beyond normal specific research, acquisition or one's own search;
- building, copying or reconstructing databases of DATAHIVE, ImmoHive or third parties, including listing databases;
- using results or data to build, operate, train or distribute a data offering, AI offering, competing product or other marketable offering;
- passing on, selling, renting, making publicly available or otherwise providing data, results, reports or dossiers to third parties, except where necessary for a specific own business transaction;
- automated use, bots, scripts, browser automation, scraping, repeated copying or other measures to circumvent technical usage limits;
- reverse engineering and the extraction or attempted extraction of API keys, endpoints, source code, model logic, prompts or security mechanisms;
- any unlawful, unfair, discriminatory or data-protection-infringing use.

To enforce fair use, DATAHIVE may set and adjust technical limits for queries, outputs, lists, reports, notifications, parallel processes or other functions. Where there are indications of misuse, DATAHIVE may, without prior notice, set limits, restrict functions, reduce outputs, block the account or terminate the contract without notice.

If a Business Customer breaches this section through systematic or mass queries, exports, scraping, automated use or building its own data set from ImmoHive, it owes DATAHIVE a contractual penalty of CHF 10,000 for each breach. Payment of the contractual penalty does not release the Business Customer from complying with these Terms of Use. Further damages remain reserved; the contractual penalty is credited against them. This paragraph does not apply to Consumers.

10. Contacting persons and acquisition

ImmoHive may contain information about companies and persons. The USER is solely responsible for using this information, and any contact based on it, lawfully, in particular in accordance with the Swiss Federal Act on Data Protection (FADP) and the Swiss Federal Act against Unfair Competition (UCA). In particular, the USER does not send mass advertising without the required consent (Art. 3 para. 1 let. o UCA), observes advertising opt-out notes in the telephone directory (Art. 3 para. 1 let. u UCA) and respects objections of the persons concerned.

The USER indemnifies DATAHIVE against third-party claims based on a breach of this section, of section 9 or of third-party rights through user content, including reasonable costs of legal defence.

11. User content, rights and processing on behalf

The USER remains the owner of their uploaded documents, inputs and other customer-specific content ("User Content"). The USER warrants that they are entitled to use and transmit the User Content and that this does not infringe any third-party rights. The USER grants DATAHIVE a right, limited to the term of the contract, to store, technically process and transmit User Content to the service providers engaged, exclusively to the extent necessary for providing, securing and troubleshooting ImmoHive.

Where User Content of Business Customers contains personal data of third parties (e.g. customer data), DATAHIVE processes such data as a processor within the meaning of Art. 9 FADP, exclusively to provide ImmoHive and in accordance with these Terms of Use. The Business Customer remains the controller and is responsible for the lawfulness of the processing. DATAHIVE (a) obliges the persons entrusted with the processing to maintain confidentiality, (b) takes appropriate technical and organisational security measures, (c) uses only the sub-processors named in the Privacy Policy and informs about changes, whereby the Business Customer may terminate in the event of justified objections, (d) reasonably supports the Business Customer with requests from data subjects, (e) notifies the Business Customer as soon as possible of data security breaches affecting its data and (f) deletes or anonymises the data after the end of the contract in accordance with section 16.

The USER may use the results for the permitted purposes under section 8. All rights to ImmoHive, software, data models, databases, infrastructure, prompts, model logic, trademarks and generic product improvements remain with DATAHIVE or the respective rights holders. Source and licence notices for third-party data displayed in ImmoHive must be retained in any permitted further use.

12. Account, security and availability

The USER protects their login credentials and notifies DATAHIVE without delay of any loss, misuse or suspicion thereof. DATAHIVE may block or reset access or take other protective measures for security reasons.

DATAHIVE endeavours to keep ImmoHive available but does not owe any particular availability, response time or error-free operation. Maintenance, security measures and disruptions or restrictions at third-party providers, data sources, networks or infrastructure may lead to interruptions. Notifications about listings are provided without warranty as to timing or completeness.

13. Liability

DATAHIVE is liable without limitation for damage caused intentionally or through gross negligence and in accordance with mandatory statutory provisions. Otherwise, DATAHIVE’s liability for slight negligence, including for auxiliary persons, is excluded to the extent permitted by law.

To the extent that DATAHIVE is nevertheless liable for slight negligence, liability is limited to the fees actually paid by the USER for ImmoHive in the twelve months before the damaging event, and liability for indirect damage, consequential damage, loss of profit, loss of revenue, loss of data and damage arising from decisions based on results of ImmoHive is excluded.

14. Data protection and usage analysis

The processing of personal data is governed by the Privacy Policy for ImmoHive. DATAHIVE evaluates usage data per account (without content) for operations, billing, limits and customer care, and analyses usage for security, error analysis and product improvement in anonymised or aggregated form. DATAHIVE does not use User Content to train generally available AI models or to create a generally

available data, AI or competing offering. With consent, DATAHIVE also uses third-party services, such as the Meta Pixel and the TikTok Pixel, to measure and optimise advertising; details are set out in the Privacy Policy.

15. Special provisions for Consumers

For Consumers, the following provisions take precedence over the other provisions:

- Mandatory rights of Consumers remain reserved. Limitations of liability under section 13 apply only to the extent that they are legally permissible vis-à-vis Consumers.
- DATAHIVE notifies changes to prices and Terms of Use by email; the Consumer may cancel free of charge before they take effect.
- Before a trial or a discount ends, DATAHIVE informs the Consumer by email of the price that will apply thereafter.
- Claims may be brought at the Consumer's place of residence or at DATAHIVE's registered office (Art. 32 Swiss Civil Procedure Code); the jurisdiction clause in section 17 does not apply to Consumers.

16. Deletion after the end of the contract

After the end of the contract, User Content, search profiles and generated results are generally deleted or anonymised within 60 days, subject to statutory retention obligations, pending disputes and longer storage requested by the USER. The USER is responsible for saving any results needed before the end of the contract.

17. Changes and final provisions

DATAHIVE may amend these Terms of Use with effect for the future. DATAHIVE announces material changes at least 30 days before they take effect by email or in ImmoHive. If the USER does not object by cancelling before the changes take effect, the changes are deemed accepted. Changes that are purely editorial, exclusively benefit the USER or are required by law may be made without notice.

Notices are generally given by email to the address stored in the account. The USER may transfer rights and obligations under this contract only with DATAHIVE's prior written consent.

Swiss law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for Business Customers is DATAHIVE's registered office, currently Beringen (Canton of Schaffhausen), unless mandatory law provides otherwise. Should any provision be or become invalid, the validity of the remaining provisions remains unaffected. In case of discrepancies between language versions, the German version prevails.