

GENERAL TERMS AND CONDITIONS

Hello Housemate

version 1.0
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ARTICLE 1. DEFINITIONS

The capitalized terms in the General Terms and Conditions have the following meaning, unless another meaning is attributed elsewhere in the Agreement and/or General Terms and Conditions.

- 1.1. Account: the personal online environment made available by Hello Housemate to User with the purpose of using and managing the Service;
- 1.2. Ad: the advertising profile in which housing is offered or housing and/or a housemate is requested by a User and which is available on the Website;
- 1.3. Agreement: the agreement between Hello Housemate and a User under which Hello Housemate will render the Service and of which the General Terms and Conditions are part. It also includes a Membership;
- 1.4. General Terms and Conditions: the provisions in this document;
- 1.5. Hello Housemate: the private company Hello Housemate B.V., located in Amsterdam and registered with the Dutch Chamber of Commerce under file number 75008807;
- 1.6. Lister: a User with an Account that lists available housing;
- 1.7. Membership: the Agreement under which User has the possibility to use our Service;
- 1.8. Personal Information: all details regarding an identified or identifiable natural person;
- 1.9. Seeker: a User with an Account that seeks available housing;
- 1.10. Service: the possibility to search housing and/or post housing on the Hello Housemate Website by means of an ad, and/or connecting Users to one another as housing lister or housing seeker. Hello Housemate solely provides Users technical services through its Website that serves as a marketplace and allows them to connect with one another in their housing search through their Account;
- 1.11. User: the natural person, being a Lister or Seeker, with whom Hello Housemate enters into an Agreement relating to the use of the Service;
- 1.12. Website: www.hellohousemate.nl or sub domains, other extensions of the relevant domain and associated mobile applications, if any;

ARTICLE 2. APPLICABILITY AND RANKING

- 2.1. These General Terms and Conditions apply to every use of the Website (by computer or by mobile equipment), to all services offered by Hello Housemate, to all agreements Hello Housemate enters into with respect to the use of the Website and/or in respect of the Service and to the use of the Service and are an integral part of every Agreement.
- 2.2. By visiting, reviewing or using our Website you agree to these General Terms and Conditions. Hello Housemate recommends you read the General Terms and Conditions prior to the use of the Website.
- 2.3. Provisions or conditions defined by User that deviate from or are not included in these General Terms and Conditions, shall only be binding to Hello Housemate where these have been expressly accepted by Hello Housemate in writing.
- 2.4. In case of conflicting provisions in the Agreement, General Terms and Conditions or annexes thereto, the following priority applies:
 - a) the Agreement;
 - b) any annexes to the Agreement;
 - c) these General Terms and Conditions.

ARTICLE 3. ESTABLISHMENT OF AGREEMENT

- 3.1. The Agreement between Hello Housemate and a potential user is established after a potential user is accepted by Hello Housemate as a member and Membership commences. To be considered for Membership, a potential user first needs to submit a request for Membership on the Web-

site. After Hello Housemate has accepted a potential user as User, User needs to create an Account.

3.2. Hello Housemate is at all times entitled to refuse a potential user and is not required to provide the reasons of such refusal.

3.3. The delivery of the Service shall commence immediately after an Account is created by User. User hereby agrees to immediate delivery of the Service and User explicitly waives his right to dissolution of the Agreement. From that moment on User has no right of withdrawal for that initial Service period.

ARTICLE 4. DELIVERY OF THE SERVICE

4.1. Hello Housemate offers the Service with the purpose of connecting Listers and Seekers. User is aware of the fact that Hello Housemate only has a facilitating role and is not responsible for the establishment of agreements between Users and that Hello Housemate shall never act in the capacity of mediator. Hello Housemate solely provides technical services via its Website to allow Users to connect in their housing search.

4.2. Where possible, Hello Housemate shall render the Service 'as is', meaning that it does not provide any warranties regarding the performance of the Service.

In particular, Hello Housemate does not guarantee that:

- a. User or other Users are authorized to sign agreements with respect to accommodations included in their Ads;
- b. User will actually sign an agreement with other Users in respect of accommodation included in Ads;
- c. the accommodation offered is of good quality and meets the requirements of Seeker and/or other Users and/or meets legal requirements;
- d. the information in the Ads is correct, complete, suitable, up-to-date and not unlawful;
- e. the Service is free of viruses, Trojans and other errors;
- f. third parties will not (unlawfully) use its systems.

ARTICLE 5. USE OF THE SERVICE

5.1. Hello Housemate hereby grants User under the Agreement a limited user right to the Service. This right is personal and cannot be transferred. Accounts are also non-transferrable.

5.2. To be able to use the Service, User will need to create an Account.

5.3 User is obligated to provide truthful, up-to-date and complete information in his Account and in accordance with the requirements of registration for Hello Housemate, and to always keep the information on the Website up-to-date.

5.4. Hello Housemate reserves the right to review Accounts, Ads and Personal Information.

5.5. Hello Housemate reserves the right to, at her sole discretion, freeze and/or block and/or deactivate an Account and/or User and in any case will do so if User does not adhere to the provisions of this Agreement and of this Article in particular.

5.6. User is only allowed to have one Account on the Website. Multiple profiles by the same User is not allowed, unless Hello Housemate given explicit permission.

5.7. User is at all times responsible for the choice of the username and password in respect of their login and Account.

5.8. User must shield access to his Account by unauthorized individuals using the username and password. In particular User must keep any login information strictly confidential. Hello Housemate may assume that all actions from the account of User, after logging in using his username and password, are performed under his control and supervision. User is liable for any actions performed with his log in. Hello Housemate is never liable for this.

5.9. In respect of the Service, Hello Housemate may process Personal information of a User. User grants permission for all forms of processing of such Personal Information that fall within the scope of the Service.

5.10. Hello Housemate guarantees the privacy of User: Personal information will never be issued to third parties, unless this is necessary for the implementation of the Agreement, Hello Housemate is required by Law to do so, or after explicit permission has been granted for the one-off provision of Personal information. Hello Housemate processes the Personal Information in line with its priva-

cy policy that can be consulted on the Website. By using the Service, User agrees to the privacy policy. Please consult the privacy policy for more information.

ARTICLE 6. RULES OF USE

6.1. It is forbidden to use the Website, an Account and/or Service for any other means than for Users to connect with one another in their search for housing. All communication between Users should go through the secure messaging system of the Website and not through any other (web)site or link nor any other means of communication.

6.2. It is forbidden to use the Service for actions that are in violation of Dutch law or any other applicable laws and regulations. This includes the storage or distribution of information via the Service that is libelous, defamatory or racist, as well as creating an Account under someone else's name or posing as someone else in any other way.

6.3. In addition, it is forbidden, with regard to the service, to:

- a. use indecent language;
- b. post information on places where it is undesired (incorrect category or place);
- c. distribute information that is pornographic or erotic (even if it is legal in itself);
- d. distribute information that is in violation of copyrights or to place hyperlinks to such information;
- e. violate the privacy of third parties, for example by distributing Personal Information of third parties without permission or necessity, or by repeatedly harassing third parties with communication they do not desire.

6.4. It is particularly (but not exclusively) forbidden to have the Service adversely affected or to use the Service or any data obtained therefrom to violate the rights of others. This includes, but is not limited to:

- a. sending unsolicited bulk e-mail or other communication;
- b. causing any nuisance or disruptions, for example by carrying out or coordinating denial of service attacks, controlling botnets or malicious software, such as viruses or spyware.

6.5. User will not use the Personal Information of other Users, obtained through the Service, for any other purpose than for the purpose to find a housemate or enter into an agreement to rent (out) housing, and all therewith associated actions.

6.6. Except in the normal use of the Service, User is forbidden to approach other Users for commercial purpose of any kind. In addition, it is forbidden to approach other Users to ask them to register for other websites whether or not these other websites are at a fee.

6.7. A Lister will not charge a Seeker any mediation fees under any circumstance. The only exception permissible in this respect, is a very limited administrative fee for example to draft a lease agreement, however such fees should be fully disclosed in the Ad up front.

6.8. Users explicitly allow the disclosure of information from their user profiles and Ad to other Users of the Website and also explicitly allow the disclosure of limited information of their profile on the Website to visitors of the Website. Users may not use addresses, contact details and e-mail addresses obtained from using the Website or Service for any purposes other than for purpose of contractual communication with a specific Lister or Seeker and in no circumstances is allowed to be used in any other way or in any other environment. It is strictly forbidden to pass data on to third parties or to use it for own use, for example to send advertising in any way or form.

6.9. Users guarantee compliance with all provisions under data protection law (with particular reference to the General Data Protection Regulation (*Algemene verordening gegevensbescherming*)). Furthermore, Hello Housemate's privacy policy applies which can be found on the Website.

6.10. Users are responsible for any data they receive through the Website within the meaning of the General Data Protection Regulation (*Algemene verordening gegevensbescherming*).

6.11. If Hello Housemate finds that a User violates any of the above-mentioned conditions or receives a complaint about this, Hello Housemate can at its sole discretion intervene to terminate the violation. In such case, Hello Housemate has the right to terminate the Agreement effective immediately, without having to reimburse any fees paid (if any). In addition, Hello Housemate can decide to block and/or delete User and his Account.

6.12. Hello Housemate is not liable for content posted by Users and Hello Housemate is not liable in case Users do not adhere to the rules of use.

6.13. If nuisance, damage or any other hazard arises to the performance of the Service, Hello Housemate, at its sole discretion, has the right to take all measures it deems necessary within reason to avert this danger or to prevent it. In this respect, Hello Housemate has the right in particular to adjust or remove any information and/or Ad posted by User at its sole discretion.

6.14. Hello Housemate is at all times entitled to report any offenses observed to the corresponding authorities. In addition, Hello Housemate has the right to provide name, address, IP-address and other identifiable details of User to a third party that claims that User violates its rights or these General Terms and Conditions, provided that the correctness of the complaint is sufficiently plausible, there is no other way to obtain the details, and the third party has a clear interest in the issuance of the details.

6.15. User is liable for any damage to Hello Housemate as a result of a violation of one of the aforementioned paragraphs of this Article and/or violation of the General Terms and Conditions in general. Hello Housemate can recover the damage as a result of violation of these codes of conduct from User. User indemnifies Hello Housemate against any third party claims relating to the information posted by User.

ARTICLE 7. AVAILABILITY OF SERVICE AND MAINTENANCE

7.1. Hello Housemate strives to ensure that any of its services are always available, but does not guarantee uninterrupted Service or availability. Hello Housemate is not liable in case of unavailability of the Service nor is liable in case the Service is or will be interrupted because of maintenance services.

7.2. Hello Housemate actively maintains the Service. Maintenance can take place at any moment, even if this might lead to a limitation in availability of the Service. To the extent possible, maintenance is announced in advance.

7.3. From time to time, Hello Housemate is allowed to adjust the functionality of the Service. Hello Housemate has the right to apply these changes without any prior notification.

ARTICLE 8. LISTER ASSURANCES

8.1. Lister assures that he is entitled to rent out the accommodation offered through the Website in the forms elected, and/or to offer it in a way that does not constitute a breach of any legal obligation. Lister particularly assures:

- a) that he has the relevant authorization from any owner/main tenant to do so and complies with any provisions under Dutch law with respect to the rental housing (with particular reference to no unauthorized misuse);
- b) that he complies with legal provisions with respect to reporting the accommodation of persons to authorities;
- c) that he has not breached any agreements concluded with third parties that oppose the renting out/use of the housing listed in the Ad concerned; and
- d) that he has not breached any other rights, for example, but not limited to, copyrights.

8.2. Hello Housemate does not review if these conditions are met, but may request corresponding evidence from a User to show User operates in accordance with these conditions.

8.3. Lister assures to include only accurate and truthful information in his Account and Ad, as well as in his Personal Information.

8.4. Lister will ensure that all pictures uploaded in his Ad are correctly and truthfully reflecting the listed housing and that they provide an accurate image of the listed housing and the state it is in.

8.5. While the Ad of a Lister is marked with the status 'available', Lister bears responsibility to respond to messages received through the internal messaging system of Hello Housemate within a reasonable time, and in any case no later than 2 business days.

8.6. Lister is responsible to ensure that the status/availability of his Ad is fully up to date. Lister is responsible to update the status regarding his Ad in a prompt and timely manner and will provide updated status on availability as soon as an update is available and in any case no later than 2 business days after a change in status has occurred.

8.7. Hello Housemate can, at its sole discretion, when it deems this necessary, remove Ads and/or Accounts without any prior notice to the User concerned. For example, but not limited to, a situation in which it deems any of the above mentioned conditions or any other General Terms and Conditions are violated.

8.8 Hello Housemate cannot be held liable for the content of an Account of a Lister in case a Lister fails to meet the provisions of this article.

ARTICLE 9. SEEKER ASSURANCES

9.1. Seeker assures to include only accurate and truthful information in his Account and Ad. In particular, Seeker assures that all Personal Information is truthful and the uploaded pictures are pictures of himself.

9.2. Seeker shall ensure that the details provided in his Ad are correctly reflected at all times and that these details are true and accurate. If there are any changes to the information included in its Ad and/or Account, Seeker is responsible to update his Ad and/or Account without undue delay and in any case within 5 business days after a change in status has occurred.

9.3. Hello Housemate, at its sole discretion, can, when it deems this necessary, remove Ads and/or Accounts without any prior notice to the User concerned. For example, but not limited to, in a situation in which it deems any of the above mentioned conditions or any other General Terms and Conditions violated.

9.4. Hello Housemate is not liable for any content posted by a Seeker in case it proves not to be meeting the conditions as set out above.

ARTICLE 10. INTELLECTUAL PROPERTY

10.1. The Service, the associated software, as well as all information and images on the Website, are the intellectual property of Hello Housemate. These may not be copied or used in any way without separate written permission of Hello Housemate, except in case it is legally permitted.

10.2. In particular, it is not permitted, without prior written consent, to access and reuse a substantial portion of the content of the Service and/or Website, and/or to repeatedly and systematically access and reuse non-substantial portions of the contents in respect of the Database Act, and/or to use this for commercial purposes in the broadest sense.

10.3. Information stored or processed by User via the Service is and shall remain property of User (or that of its licensors). Hello Housemate is given a user right to deploy this information for the Service, including for future aspects thereof, among which, usage on services of third parties. User can revoke this user right by removing the relevant information, by terminating the Agreement or by notifying Hello Housemate in writing of the repeal.

10.4. The user right as referred to in the previous paragraph under 10.3., also includes the right to process the information in an aggregated and anonymized manner for statistic purposes.

10.5. If User submits information to Hello Housemate, for example feedback about an error or a suggestion for improvement, User grants Hello Housemate an unlimited and eternal user right to use this information for the Service. This does not apply to information explicitly marked by User as confidential.

10.6. Hello Housemate will not take cognizance of any confidential data (such as personal messages) stored by User and/or distributed via the Service, unless (i) this is explicitly agreed with User, (ii) this is required to provide good service, or (iii) Hello Housemate is required to do so under a legal provision or court order. In such case, Hello Housemate will commit to limiting its cognizance of the data as much as possible and insofar it is able to.

10.7. If User fails to comply with the provisions from this article, User shall forfeit to Hello Housemate an immediately payable fine of EUR 1000,- (in words: one thousand Euro) per violation and EUR 250,- (in words: two hundred and fifty Euro) per day the violation lasts, with a maximum of EUR 2500,-. This is without prejudice to the right of Hello Housemate to claim additional compensation of damages from User.

ARTICLE 11. PRICES

11.1. The use of the Service for Listers is free of charge.

11.2. Hello Housemate may decide in the future to provide the Service at a fee. In such case, Hello Housemate will inform Users of this anticipated change prior to such change coming into effect and Hello Housemate will give Users the opportunity to delete their Account prior to the changed payment conditions coming into effect.

ARTICLE 12. CIRCUMSTANCES BEYOND CONTROL

12.1. In case of any circumstances beyond control, including, but not limited to, disruptions in the Internet or telecommunication infrastructure, (D)DoS attacks, civil unrest, traffic jams, strikes, lock-outs, business interruptions, supply delays, fire, flood, import and export restrictions and in case Hello Housemate is prevented to deliver the Service due to its own suppliers – regardless of the reason thereto – due to which compliance with this Agreement cannot be reasonably expected of Hello Housemate, the implementation of this Agreement shall be suspended by Hello Housemate, without any obligation to pay compensation of damages.

12.2. If a situation as referred to under paragraph 12.1. lasts longer than ninety (90) days, either party has the right to terminate the Agreement in writing. The part of the Service that has already been delivered under the Agreement, shall in that case be charged pro rata. Neither User nor Hello Housemate will be owing anything towards each other insofar it arises from the situation as referred to under paragraph 12.1.

ARTICLE 13. DURATION AND TERMINATION

13.1. The Agreement takes effect as soon as User creates an Account via the Service for the first time and is entered into indefinitely.

13.2. Users can cancel the Agreement at all times by way of deleting or deactivating their Account through the Website.

13.3. Hello Housemate has the right to terminate the Agreement immediately if User violates the terms of the Agreement. In no case is User entitled to reimbursement of amounts already paid (if any).

13.4. Hello Housemate has the right to terminate the Agreement and to cancel the Account if User has not made use of the Service for a period of 12 months and will notify User of this in writing.

ARTICLE 14. CHANGES TO TERMS AND CONDITIONS

14.1. Hello Housemate reserves the right to update and/or adjust these General Terms and Conditions at any time.

14.2. Hello Housemate will announce changes or additions at least thirty (30) days prior to their effective date in writing or through the Service and/or Website, allowing the User to be informed of such changes.

14.3. If User does not want to accept a change in, or addition to, the General Terms and Conditions he can terminate the Agreement until the effective date. Use of the Service after the effective date, serves as acceptance of the changed or supplemented conditions.

ARTICLE 15. OTHER PROVISIONS

15.1. Dutch law is applicable to these General Terms and Conditions and to all Agreements.

15.2. Insofar the rules of mandatory law do not dictate otherwise, all disputes relating to the Agreement will be submitted to the competent Dutch court of the district in which Hello Housemate is located.

15.3. If a provision in these General Terms and Conditions require a notification to be made “in writing”, this requirement will also have been satisfied if the notification is sent by e-mail, provided that it is sufficiently guaranteed that the message truly originates from the alleged sender and that the integrity of the message has not been compromised.

15.4. The version of communication or information as stored by Hello Housemate is deemed to be correct, unless User provides evidence to the contrary in this respect.

15.5. If a provision of these General Terms and Conditions is found to be invalid, this shall have no effect on the validity of the entire General Terms and Conditions and/or Agreement. In such case, Parties will establish (a) new replacement provision(s), reflecting the intention of the original provision where legally possible.

15.6. Hello Housemate has the right to transfer its rights and obligations from the Agreement to a third party that takes over the service or relevant corporate activity.

ARTICLE 16. PRIVACY

In our privacy policy (see privacy policy) we explain how we treat your personal data and how we protect your privacy when you use the Website.

ARTICLE 17. TRANSLATION

These General Terms and Conditions are drafted in Dutch and English. Insofar there are any discrepancies between these versions, the Dutch version prevails.

These General Terms and Conditions date from June 2020. Hello Housemate reserves the right to change these General Terms and Conditions and advises you to regularly check this page. You can find the most recent version of these General Terms and Conditions on our website at all times. Changes to our General Terms and Conditions will be announced per e-mail or on our website.

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