

# Terms & Conditions

General Terms and Conditions (GTC) for using the short-term housing platform on [HousingAnywhere.com](https://www.HousingAnywhere.com)

(Last updated version: May 2021)

## Article 1: Scope, amendment of General Terms and Conditions

- 1.1. The General Terms and Conditions (GTC) below apply to the use of the platform [www.housinganywhere.com](https://www.housinganywhere.com) (also: “platform”). This is a service of HousingAnywhere B.V. registered with the Dutch trade register (*Handelsregister van de Kamer van Koophandel*) under file number 58882693 (“HousingAnywhere” or “we”).
- 1.2. “Article(s)” when used in these General Terms and Conditions refers to articles of these General Terms and Conditions unless explicitly stated otherwise herein.
- 1.3. “Booking fee” when used in these General Terms and Conditions refers to the fee charged to the tenant in addition to the first month rent when an accommodation is booked as further set out herein. The tenant is obliged to pay the booking fee simultaneously with the first month rent.
- 1.4. “Commission” when used in these General Terms and Conditions refers to the fee charged by HousingAnywhere to the provider when the accommodation of the provider is booked as further set out herein. The commission is deducted by HousingAnywhere from the first month rent.
- 1.5. “Subscription fee” when used in these General Terms and Conditions refers to the fee charged by HousingAnywhere to the tenant when such tenant has concluded a subscription with HousingAnywhere as further set out herein.
- 1.6. “Users” within the sense of these General Terms and Conditions are natural and legal persons who have either posted an advertisement of an accommodation on the platform or responded to an advertisement of an accommodation.
- 1.7. “Customers” of HousingAnywhere are educational institutions. They subscribe to a membership on the platform in order to offer this platform as a housing option to their students.
- 1.8. HousingAnywhere offers the usage of its platform, in particular the use of the database, solely on the basis of these General Terms and Conditions.

- 1.9. By using our services, users consent to the validity of these General Terms and Conditions.
- 1.10. By using our services, users confirm that they oblige the national laws and obligations of their country with respect to renting and subletting.
- 1.11. HousingAnywhere reserves the right to amend its General Terms and Conditions effective for the future. The amendments will not become part of the agreement until the user consents to such amendments. It is sufficient for this purpose that HousingAnywhere sends the new version of the General Terms and Conditions to the email address that the user provided for information purposes, even if HousingAnywhere does not contradict them.

## **Article 2: Performance by HousingAnywhere, performance by providers**

- 2.1. The platform is an online marketplace on which users can offer and rent rooms or other types of accommodation (“accommodation”).
- 2.2. On [www.HousingAnywhere.com](http://www.HousingAnywhere.com), HousingAnywhere provides a platform on which users can find ways to communicate with each other and conclude agreements. HousingAnywhere itself does not offer any accommodation; it merely acts as an intermediary for the conclusion of agreements between users.
- 2.3. HousingAnywhere emphasizes that the use of a lease contract between provider and tenant is highly recommended. Based on the importance that HousingAnywhere puts on the use of a lease, it offers the provider and tenant a pre drafted lease contract. By offering an accommodation on HousingAnywhere provider agrees with the application of HousingAnywhere pre drafted lease contract, unless the provider explicitly declares that a different lease contract is applicable, and tenant agrees with this different lease contract. HousingAnywhere only offers the pre drafted lease contract by means of a favour to users. The applicability of the lease contract remains an own choice of tenant and provider. HousingAnywhere can therefore never be held responsible for any shortcomings in the pre drafted lease contract, or any damages following from the use of the pre drafted lease contract.
- 2.4. Leases are concluded exclusively between the user providing the accommodation (“provider”) and the user renting the accommodation (“tenant”). HousingAnywhere itself is not a party to the leases concluded between the website’s users. However, HousingAnywhere is entitled to act as a representative for the provider with the authority to conclude agreements and to conclude agreements on his/her behalf. However, the provider and the tenants are themselves responsible for satisfying their own contractual obligations. In the event of default, this must be negotiated between

the users. HousingAnywhere saves and will transmit the contact data of both parties for this purpose.

- 2.5. HousingAnywhere does not examine the legality, accuracy or completeness of offers published on the platform or user content, and these do not represent the views of HousingAnywhere. HousingAnywhere is not responsible for third-party offerings or content.
- 2.6. Providers can apply their own terms and conditions to the accommodation they are renting that do not affect the General Terms and Conditions of HousingAnywhere.
- 2.7. Providers and tenants are responsible for their adherence to the provisions governed by public law, including municipal codes regarding property rental.
- 2.8. Providers are responsible for the permission of their provider in the case of sublease.
- 2.9. Providers are responsible for the arrangement of all required documents to rent out the apartment. These documents include, but are not limited to, licenses to (sub)rent from the provider or municipality, (sub)rental contracts.
- 2.10. By agreeing to these General Terms and Conditions (GTC), provider states that he/she has permission by the provider (private, agent or housing corporation) to rent out the room/property, as referred to in article 2.8; has arranged all required documents, as referred to in article 2.9; and, if applicable, informed his/her roommates.

### **Article 3: Registration, realisation of the user agreement, contractual declarations**

- 3.1. The registration of users is required in order to make use of HousingAnywhere. Providers register when putting their room online. Tenants register when replying to a room. Registration is free of charge and requires that users accept HousingAnywhere General Terms and Conditions. The user agreement between HousingAnywhere and the user arises on acceptance of the terms and conditions.
- 3.2. Registration is available only to natural persons, legal persons and partnerships that are fully legally competent. The registration of a legal person or partnership may be performed only by a natural person with power of representation who must be named. When registering, only individual persons may be given as the owner of the user account (i.e., no married couples or families).
- 3.3. Registration as a provider is available only to people with an activated student email-account, people in possession of a coupon/code provided by HousingAnywhere or an activated provider account.

- 3.4. When registering, the user undertakes to provide accurate, up-to-date and complete information as required by the registration form, in particular first and last name, current address (not a PO box), a valid email address and, where appropriate, the name of the company and an authorised representative. The data must be up-to-date and correct at all times. Multiple registrations under different member names are prohibited. When registering, the user chooses a password to accompany his/her email address.
- 3.5. The user can receive contractual declarations at his/her stated e-mail address.

#### **Article 4: User obligations, user account, system integrity**

- 4.1. The user is solely responsible for all content that he places on the platform. In his/her relationship to HousingAnywhere, he commits not to place illegal content on the platform and to refrain from actions that violate laws.
- 4.2. The provider is responsible for ensuring that the accommodation he offers is described correctly and completely. He must provide the information in the Platform's required fields at a minimum so that the accommodation and the offer are described with sufficient accuracy.
- 4.3. The user agrees that all the photos added must be authentic and show a realistic sight of the rooms. Pictures replications from other websites will be, without prior notice, deleted and the user will be removed or disabled from the platform.
- 4.4. In addition, the provider is free to stipulate further conditions such as the amount of any deposit, the cost of final cleaning, etc. The user undertakes to keep the information in his/her user account up-to-date and accurate at all times, i.e., to correct it immediately in the event of a change or delete the room from the platform in case the tenant and provider have agreed on rental. A user account is personal and can therefore not be transferred to any other person.
- 4.5. The user undertakes to use his/her user account himself only and to keep his/her password secret.
- 4.6. The user is liable to HousingAnywhere for all actions performed using his/her user account, unless the user is not responsible for the misuse of his/her user account.
- 4.7. Once the user is aware that third parties have access to his/her user data or have otherwise gained access to his/her user account, he must notify HousingAnywhere of this immediately. HousingAnywhere is entitled to block the user account until the situation has been clarified and resolved.

- 4.8. HousingAnywhere, without prior notice, will charge the price of the booking fee and remove or disable access of the User who posts, sends, publishes, or transmits any kind of personal contact that would lead the other party outside the platform. (E.g., Personal bank account, phone number, email, etc).
- 4.9. Each user must independently verify the identity of his/her respective contract partner (the tenant in case of the provider or the provider in case of the tenant). HousingAnywhere accepts no liability for the accuracy of the user contact information entered on the platform.
- 4.10. The user undertakes to set up his/her systems and programs in connection with the use of HousingAnywhere offering in a way that ensures that the security, integrity and availability of systems set up by HousingAnywhere to provide its services are not affected. Users must not block, rewrite, or modify content generated by HousingAnywhere or interfere in any other way that contravenes the purpose of the user agreement. HousingAnywhere is entitled to set up the required measures, in accordance with Article 15, as are necessary to ensure the system integrity of all the parties.
- 4.11. Users must not use addresses, contact data, or e-mail addresses that they obtain by using the website for any purpose other than for contractual communication. In particular, these data must not be forwarded to unauthorised persons or used to send advertising, unless the user in question has expressly granted his/her consent in advance.
- 4.12. The user must not send mass messages with the same content via the platform. Any spamming or similarly harassing action towards other users or third parties is prohibited.
- 4.13. Each user is himself responsible for archiving any information that can be viewed on the platform and saved by HousingAnywhere that is required for the purposes of preservation of evidence, accounting, etc. on a storage medium independent of HousingAnywhere.
- 4.14. HousingAnywhere does not give away any contact details of its users to any third party, except to our partner institutions, or if the law requires us to do so. The partner institutions (mostly universities or other educational institutions) can ask HousingAnywhere for an overview of rooms rented out in the city of their settlement. The purpose of this information sharing is so that the partner institutions can forecast the room demand in their city in a better way and check possible student misuses.
- 4.15. In the event of a violation of these General Terms and Conditions by a user, HousingAnywhere is entitled to exercise its virtual householder rights. HousingAnywhere can exclude the user in question from using its services, delete the

content he uses, or take other measures within the meaning of Article 13. HousingAnywhere will take legal action to exercise its legitimate rights to forbearance and compensation.

## **Article 5: Handling of content and rights**

- 5.1. Within the framework of the platform's functionality, providers can present to potential tenants using a variety of media. Certain rules must be complied with to ensure that the various media are utilised legally so that neither the user nor HousingAnywhere can be made liable. These rules derive, for example, from laws protecting copyrights and brands in addition to these General Terms and Conditions.
- 5.2. HousingAnywhere saves for the user the multimedia content uploaded by him (images, text, etc.) or merely arranges the necessary memory space and access to it. Users themselves are solely responsible for the content they upload to HousingAnywhere and indemnify HousingAnywhere against all third-party claims resulting from this. In particular, this indemnification also includes the costs of appropriate prosecution and legal defence.
- 5.3. Users will ensure that the uploaded content does not violate applicable law or legal provisions, common decency, or in particular third-party rights (naming rights, personality rights, copyright, data protection rights, etc.). In particular, users undertake not to upload content that violates the terms of any applicable laws or treaties. The user also undertakes not to utilise content that is pornographic, glorifies violence, or is race baiting. This also applies to the sending of emails and other electronic communication media of the platform.
- 5.4. By uploading multimedia content, users transfer to HousingAnywhere a free, revocable, unlimited, non-local right of use that can be sub-licensed to the multimedia content uploaded to HousingAnywhere by the user. In particular, the right of use comprises the right to process the multimedia content for the purposes of the platform and to make it available to the public offline, in printed or electronic form, by wired or wireless connection, in such a way that it is accessible to members of the public at places and times of their choosing, including playback on their chosen receiver terminal that allows online access, in particular stationary and portable computer and mobile handheld devices such as smartphones, tablets and similar equipment. The usage rights also include the right to integrate multimedia content, including advertising media, on websites from HousingAnywhere contractual partners.
- 5.5. HousingAnywhere is free to use any comments, information, pictures or ideas contained in any communication user may send to HousingAnywhere without compensation, acknowledgement or payment to the user for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and

services and creating, modifying or improving the services or website or other products or services. For the avoidance of doubt, all such information will be deemed by HousingAnywhere to be non-confidential and non-proprietary, and the user agrees that such information may be used by HousingAnywhere without any limitation whatsoever.

- 5.6. User explicitly agrees that HousingAnywhere is free to read any messages sent between users. HousingAnywhere may read these messages to improve user experience, solve conflicts between users or for other reasons HousingAnywhere deems appropriate.
- 5.7. User agrees that HousingAnywhere is free to republish and make use of any information published by you on the website without acknowledging the user as the source of such information and/or creator of such content. In general, however, HousingAnywhere will make an attempt to provide a link back to the user's page when posting content on other third-party sites, such as Facebook or any of our contractual partners. User hereby irrevocably waive all moral rights to any content placed on the website.
- 5.8. User explicitly allows HousingAnywhere to use and show user's (Facebook) profile picture on its website [www.housinganywhere.com](http://www.housinganywhere.com).
- 5.9. The content offered via HousingAnywhere is protected by copyright. The platform is generally accessed and utilised individually by a natural person using a web browser. The use of technologies such as web spiders, crawlers, or similar programmes, the purpose of which is not just the indexing of content but also the mass accessing and saving of the platform's content is prohibited. This also applies in particular to technologies that enable so-called screen scraping and other third-party services.
- 5.10. In the event of a violation of these prohibitions and the guidelines of these General Terms and Conditions, HousingAnywhere is entitled to refuse acceptance of content, to delete and block content immediately and to delete the pages and links to them immediately. In such cases the user has no right to the restoration of his/her multimedia content on the internet platform or the release of his/her deleted user profile.

## **Article 6: Availability and amendment of the website**

- 6.1. The user has no legal claim to permanent use of the platform. In particular, HousingAnywhere is not required to ensure that the platform is available or can be reached at all times. However, HousingAnywhere endeavours to maintain operation of the platform with as few disruptions as possible and to continue to develop it in line with user requirements.

- 6.2. HousingAnywhere can temporarily restrict use if this is necessary in terms of security, integrity, capacity limits, or the performance of technical measures (maintenance work). In particular, HousingAnywhere will take users' legitimate interests into account by notifying them in advance.

## **Article 7: Liability for third-party sites**

- 7.1. The platform's pages also include links to websites on the Internet maintained by third parties, the content of which is not known to HousingAnywhere. HousingAnywhere merely provides access to the websites and accepts no responsibility for the content. The links to third-party Internet sites merely serve to facilitate navigation. HousingAnywhere does not espouse the views expressed on the sites to which it links, and rather hereby expressly distances itself from all content on all websites that it links to on its platform.
- 7.2. The owners of the Internet sites to which the HousingAnywhere platform hyperlinks are solely responsible for both their content and the goods or services offered for sale there.

## **Article 8: Secure booking service, payment, invoice and commission**

- 8.1. By listing an accommodation on the HousingAnywhere platform, the provider is issuing an invitation to submit offers. Another user can submit an offer to conclude a lease for this accommodation. The agreement arises if the provider accepts this offer, unless the tenant withdraws this offer before the provider accepts it.
- 8.2. A lease is the period for which the tenant leases the accommodation from the provider. The length of a lease can differ with no maximum or minimum. The average length of a lease will be approximately 5 months.
- 8.3. After conclusion of the agreement, HousingAnywhere provides tenants with a booking method via the platform of HousingAnywhere, where HousingAnywhere keeps possession of the money until 48 hours after the start of the lease. After this period HousingAnywhere will transfer the payment of the lease to the provider. HousingAnywhere acts as a third-party custodian in order to eliminate scams.
- 8.4. The use of the secure booking service, offered by HousingAnywhere, is mandatory for all website users. The provider of the accommodation shall charge and receive the first month rent via HousingAnywhere and not through any other means outside of the platform.



8.5. In the case an agreement has been made and parties continue with the payment procedure the tenant will receive a payment link from HousingAnywhere, through which the payment is transferred to HousingAnywhere. The payment will be transferred to a secure, third-party bank account. After 48 hours from the move-in date registered on the platform and if the tenant does not request changes, HousingAnywhere will order the rent to be transferred to the provider and the booking fee to HousingAnywhere.

8.6. The provider must ensure that:

8.6.1. A correct IBAN/BIC bank account is provided. HousingAnywhere will transfer the rent to the bank account provided and is not liable if this bank account is not correct. HousingAnywhere's obligations towards the provider will cease to exist once HousingAnywhere has transferred the rent to the bank account provided by the provider. Whether this bank account is correct or not is to remain the risk of the provider and does not stand in the way of releasing HousingAnywhere from its liabilities.

8.6.2. the description of the accommodation and the images used do not violate the law or third-party rights and that they relate only to the accommodation on offer.

8.6.3. successfully booked accommodation is indicated accordingly or removed from the platform.

8.6.4. information uploaded does not constitute references to third-party content.

8.6.5. The provider complies with public law regulations, particularly those for payment, factoring and tax law obligations, which may also include any obligations under the sales tax law or indirect tax obligations. The provider will be solely responsible for the obligations and duties of the offer content. HousingAnywhere is entitled to verify the offer of the users and ask for the corresponding proofs.

8.6.6. Once a tenant has requested renting the accommodation, the provider is not allowed to request a higher price than requested in the original advertisement.

8.7. With respect to offers provided by user:

8.7.1. Anyone who is interested in renting an accommodation posted on the platform can react via the platform.

8.7.2. The purpose of reacting to an accommodation can only be related to the wish of coming to an agreement concerning the leasing of an accommodation posted on [www.housinganywhere.com](http://www.housinganywhere.com). All other purposes that are not in accordance with this goal, such as, but not limited to, contacting the provider for any advertising purposes, asking users to post their room offers on different housing websites, generating flow to any other websites, use any

automatic or manual process to search or harvest information from the website, or to interfere in any way with the proper functioning of the website are prohibited.

8.7.3. Users are prohibited from circumventing the above booking and payment processes, in particular the booking fees.

8.7.4. If reactions are made with a different reason than solely coming to an agreement on renting a property listed on [www.housinganywhere.com](http://www.housinganywhere.com) and with that in breach of the previous paragraph, the replier is liable to a fine of €1000 (say: one thousand euros) per reaction sent.

8.8. The payment process shall take place under the following provisions:

8.8.1. The agreement is automatically concluded and binding by way of a total price shown at the end of the booking. This consists of the first month rent and the booking fee (certain percentage over the first month's rent which is indicated next to the room price), which comprises an administration component and a property-based component determined by the rent. After a booking has been made, HousingAnywhere notifies users of its content and the total price.

8.8.2. The User hereby explicitly: (a) agrees that the performance of any agreement concluded with HousingAnywhere is considered to start immediately after the agreement has been concluded, and (b) waives its right to terminate (ontbinden) the agreement within 14 days pursuant to article 6:230o Dutch Civil Code after the performance of the agreement has been completed (de overeenkomst is nagekomen). The aforementioned waiver applies insofar as permitted under applicable mandatory law. Insofar as a User that is a consumer validly terminates the agreement with HousingAnywhere within 14 days in accordance with article 6:230o Dutch Civil Code it shall remain obliged to pay a pro rata part of all fees that would have been due if the agreement had stayed in force until the agreed end date based on the number days that have passed from concluding the agreement until the date upon which it was validly terminated.

8.8.2.1. In the case of a subscription fee, the agreement is concluded as soon as the payment has been made and the plan starts. The subscription plan starts from the moment of confirmation as explained in Article 9.8. The user has then the obligation to pay for such service. Also if a booking is confirmed the full amount will be due independently of the moment of cancellation

8.8.2.2. In the case of a booking confirmation with a booking fee, the service has already been fulfilled and the first month's rent and

booking fee is always due unless the tenant is eligible for a refund on the basis of Article 15.

- 8.8.3. HousingAnywhere remains the right to offer its services to tenant for consecutive months. HousingAnywhere's service is not just limited to the first month's rent.
- 8.8.4. HousingAnywhere is entitled to change the amount of booking fees at any time. This does not apply to agreements already concluded. The tenant will be notified of the amount of the booking fee in a timely manner, together with the booking inquiry.
- 8.8.5. HousingAnywhere is entitled to change its business model, including without limitation in such a way that it will collect other fees from the provider in addition to the commission or by creating subscription plans for the tenant.
- 8.8.6. The tenant must pay the total price shown in the booking, by way of the payment method chosen in the booking process. HousingAnywhere only receives the booking fee and the commission, the rent (minus the commission) is transferred to the provider at a specified date of which details can be read under 14.4. If debt collection is unsuccessful, the tenant must pay to HousingAnywhere the applicable statutory interest (*wettelijke rente*), full compensation of the extrajudicial costs (*buitengerechtelijke incassokosten*) as determined and calculated in accordance with the applicable rules of Dutch law plus the original amount due. This does not apply if HousingAnywhere is responsible for the failure of debt collection.
- 8.8.7. HousingAnywhere charges the provider a commission. The commission calculation can be found under Articles 8.17 and 8.18.
- 8.8.8. The right of a user to receive certain amounts from HousingAnywhere cannot be transferred to third parties.
- 8.8.9. HousingAnywhere makes use of a payment service provider. In the case of different currencies, the payment service provider will determine the applicable exchange rate. HousingAnywhere has no role whatsoever in the determination of the exchange rate. In the case of a refund, the daily exchange rate will be used - regardless if the exchange rate was different when the payment was made. Moreover, in refund cases, the tenant is liable for his/her own bank's transaction costs, as well as any currency conversion service that his/her bank may provide. The users shall ensure that HousingAnywhere receives the amounts that are due to it in the currency as specified on the platform or in further written communication from HousingAnywhere. The users shall bear any exchange rate risks (including

without limitation changes in the exchange rate applied by the banks involved).

- 8.9. On request, the provider must issue the tenant with an invoice for the total price. On request, HousingAnywhere will issue the provider with an invoice for the booking fee, though this will be shown without sales tax or similar indirect taxes in accordance with tax law provisions, unless expressly stated otherwise in these regulations. The aforementioned means that the provider is the formal billing party and receiver for the booking fee in relation to the tenant and HousingAnywhere is the formal billing party and receiver for the booking fee in relation to the provider.
- 8.10. Unless HousingAnywhere is notified otherwise, it is refutably assumed that the provider operates in a business capacity and is aware of his/her resulting (sales) tax obligations and satisfies these accordingly. HousingAnywhere is entitled to demand corresponding evidence of the provider's business capacity and satisfaction of corresponding tax obligations in respect of the amounts received in connection with rent of accommodation through the platform of HousingAnywhere.
- 8.11. The provider reserves the right to additionally charge other on-site costs based on consumption and use (in particular: electricity, water, heating). The provider must advise the tenant that he has a basic right to charge these costs before concluding the agreement. Such costs are not considered in the calculation of the booking fee.
- 8.12. HousingAnywhere advises users that have agreed on renting an accommodation to sign a contract between the two of them.
- 8.13. As mentioned in Article 8.8.6, a commission is charged for every booking. The commission is previously agreed between the provider and HousingAnywhere represented by one of the Account Managers or determined during the sign-up process.
- 8.14. The commission will be withheld from the pay-out of the first month's rent.
- 8.15. The commission is calculated based on the total contract value or as 25% of the first month's rent, depending on the plan. Total contract value is determined by the rental price due for the whole quantity of days of the booking. (e.g., from 01/08/2017 to 31/12/2017 - that makes 153 days)
- 8.16. VAT (Value Added Tax) is NOT included in the rent price and the commission and is, therefore, calculated on top.

8.17. As an example of commission based on total contract value:

$$\begin{aligned} \text{Contract value of a full year} &= \text{Monthly rent} \times 12 \text{ months} \\ \text{Contract value of a day} &= \text{Contract value of a full year} / 365 \\ \text{Contract value of the booking} &= \text{Contract value of a day} \times \text{Length of Stay/Booking} \\ \text{Commission fee} &= \text{Contract value of booking} \times \text{Commission \%} \\ \text{Total due amount on the invoice} &= \text{Commission Fee} + \text{VAT} \end{aligned}$$

8.18. As an example of commission based on 25% of first month's rent:

$$\text{Commission} = 0.25 \times \text{Monthly rent}$$

$$\text{Total due amount on the invoice} = \text{Commission} + \text{VAT}$$

## Article 9: Subscriptions

- 9.1. The basic use of HousingAnywhere before a booking takes place is free of charge with the exception of certain geolocations for which subscriptions with subscription fees are held applicable instead of booking fees.
- 9.2. Should the tenant want to initiate a conversation with a provider in a region with subscriptions enabled, they have to first acquire a subscription.
- 9.3. The prices for the subscriptions are listed on the platform and are visible to users looking for accommodation in any of the areas with subscriptions enabled.
- 9.4. Unless expressly specified otherwise, the subscription plan prices referred to by HousingAnywhere include VAT.
- 9.5. HousingAnywhere has the right to change the rates of the subscription plans once every subscription period, providing this is not within 3 months after concluding the subscription agreement for the relevant subscription period. HousingAnywhere shall announce the changes by email at least thirty (30) calendar days prior to their effective date, whereby a user that is a consumer shall have the right to terminate the subscription agreement with effect as from the effective date by written notice received by HousingAnywhere before the effective date. Use of the subscription after the effective date shall serve as acceptance of the changed or supplemented conditions.

- 9.6. Payment of the subscription shall occur using one of the available payment methods selected by the user on the platform. After the first period of a subscription, the amount due will be collected within 3 business days after each subscription renewal.
- 9.7. The user agrees to the electronic billing by HousingAnywhere. Invoices will be sent to the email address of the user known to HousingAnywhere.
- 9.8. The subscription shall take effect as soon as the payment has been received by HousingAnywhere. After the end of each subscription period the subscription will be automatically renewed for the same period unless either party terminates the subscription with the notice period mentioned in article 9.9 below. If the subscription period is longer than 1 month, a tenant that is a consumer may terminate the subscription at any time after the extension with a notice period of 1 month.
- 9.9. HousingAnywhere will make the renewal date of the subscription known to the user prior to the billing day. The user can cancel the subscription in accordance with article 15.16.1 at any point no less than 24h before the renewal date
- 9.10. After the passing of the payment deadline, HousingAnywhere is entitled to automatically and immediately limit the subscription of the user who fails to pay on time in such a manner as it reasonably deems fit, for instance by preventing or restricting access to the account.
- 9.11. If HousingAnywhere is unable to collect the amount due and/or in case of outstanding payment, the user is required to pay the applicable statutory interest (*wettelijke rente*), full compensation of the extrajudicial costs (*buitengerechtelijke incassokosten*) as determined and calculated in accordance with the applicable rules of Dutch law plus the original amount due.
- 9.12. The subscription fee is due irrespective of whether the tenant finds any accommodation through the platform during the subscription period and irrespective of whether any accommodation that is found is to the tenant's satisfaction. HousingAnywhere will only refund the subscription fee and/or the first month's rent insofar as explicitly provided for in these General Terms and Conditions or insofar as obliged pursuant to applicable mandatory Dutch law (*dwingend recht*) and not under any other circumstances, including the situation that the tenant found accommodation faster than anticipated, the tenant was not able to find accommodation during the subscription period or any of the reasons stated in article 15.16.2 below.

## **Article 10: Security deposit**

- 10.1. The provider is entitled to charge a security deposit in his/her offer. If a provider demands a security deposit from the tenant on the day of arrival, corresponding information on the amount of the security deposit and the payment method must have

already been mentioned in the offer. The amount of the security deposit must be stipulated prior to the booking. It must also be clarified in advance when the amount must be paid (e.g., upon moving in).

- 10.2. If the provider did not mention the security deposit when advertising his/her accommodation but demands a security deposit at a later time and the tenant does not agree, this constitutes a refusal to render performance by the provider under the agreed contract. In such cases, the tenant reserves the right to cancel the booking after which the provider is obligated to refund the tenant.
- 10.3. HousingAnywhere is not responsible for the administration of security deposits, or for any claims asserted by the provider.
- 10.4. The provider will be responsible for refunding the security deposit to the tenant at the end of the lease.

## **Article 11: Duration, termination**

- 11.1. The user agreement is concluded for an indefinite period.
- 11.2. The user can terminate the agreement at any time without notice. User's leases with other users that have already been proven or arranged remain unaffected by the termination of the user agreement. This applies accordingly to claims for the payment of booking fees already due. In case of subscriptions, refer to Article 9.9.
- 11.3. HousingAnywhere can terminate the user agreement at any time with two weeks' notice. An email will be sufficient for the purpose.
- 11.4. This does not affect the right to block, the right to terminate for just cause or individually agreed rights of termination of the user. In particular, HousingAnywhere has just cause if:
  - 11.4.1. The user does not comply with a not merely insignificant payment obligation in full or in part, despite having been sent a reminder with an appropriate deadline.
  - 11.4.2. The user violates his/her obligations under these General Terms and Conditions and does not take remedial action despite having been sent a reminder with a timely deadline. A reminder is not needed if this is not expected to be successful or if the breach is sufficiently severe that it would be unreasonable for HousingAnywhere to maintain the agreement.
  - 11.4.3. Requirements of law, a court, or an official authority mean that the use of the platform can no longer be offered in this form.

11.4.4. HousingAnywhere discontinues its platform or business activities.

11.4.5. Insolvency proceedings are initiated for the user's assets owing to a lack of funds.

## **Article 12: Measures in the event of illegal conduct and/or conduct in breach of agreement by the user**

12.1. If there are specific indications that a user is culpably violating legal provisions, third-party rights, or the General Terms and Conditions or if HousingAnywhere otherwise has a legitimate interest, particularly with regard to protecting its users against fraudulent activities, HousingAnywhere can take one or more of the following actions subject to termination without notice:

12.1.1. Issue the user with a warning.

12.1.2. Delete the user's offers or other content.

12.1.3. Restrict the user's use of the website.

12.1.4. Temporarily or permanently exclude (block) the user from the website.

12.1.5. Contest and cancel existing leases in the name of the provider without taking into account any otherwise applicable cancellation policies and reject the user's offers for the conclusion of a lease in the name of the provider.

12.2. HousingAnywhere also takes the legitimate interests of the user in question into consideration when choosing these measures.

12.3. Leases that have already been concluded between the user and other users are not affected by deletion of an offer. This applies accordingly to claims for the payment of booking fees already due. An effective lease does not arise if HousingAnywhere deletes an offer before it is accepted.

12.4. HousingAnywhere has the right to permanently block a user in each of the following cases. As far as reasonable, the user will receive prior warning by HousingAnywhere so that it has the opportunity to dispel suspicion or take remedial action. If a previous warning is not reasonable, e.g., because blocking is necessary to prevent any damage to HousingAnywhere or another user, the user will be subsequently informed by HousingAnywhere of the blocking immediately, and then be given the opportunity to comment and take remedial action. The right to block a user exists if:

12.4.1. the user has provided incorrect contact information in his/her user account, in particular an incorrect or invalid email address.



- 12.4.2. a user account is transferred to another party.
- 12.4.3. the user significantly harms other users, in particular if their accommodations and/or furnishings are damaged, destroyed, stolen, etc.
- 12.4.4. there is just cause due to similar risk and responsibility of the user.
- 12.5. After a user has been permanently blocked by HousingAnywhere, he is not entitled to have the blocked user account restored. The user will also no longer be permitted to use the website with other user accounts or to re-register.
- 12.6. User is liable for any damages incurred by HousingAnywhere that follow from a violation of these terms & conditions. HousingAnywhere can recover its damages caused within the context of these terms & conditions against user. Furthermore, user safeguards HousingAnywhere from any third-party claims in connection with user's infringement of the terms & conditions.

### **Article 13: Conversations via HousingAnywhere**

- 13.1. We collect data from conversations happening on our messaging platform via the inbox window of HousingAnywhere website. One of the main reasons for collecting data is Fraud prevention and security of our users. To know more information about how and why we collect this data please consult our Privacy policy.
- 13.2. Any other information HousingAnywhere collects, uses and retains through the website will be used and stored in compliance with appropriate laws and regulations.
- 13.3. In the case of a dispute between tenant and provider HousingAnywhere can provide both parties with the chat history upon request.

### **Article 14: HousingAnywhere liability**

- 14.1. HousingAnywhere is fully liable for damages caused with intent or through gross negligence by HousingAnywhere, its employees or agents, for fraudulent concealment of defects and if a guarantee was expressly assumed.
- 14.2. HousingAnywhere is liable for other damages only if they arise from violation of a duty whose fulfilment makes the proper implementation of the agreement possible and compliance with which it is regularly trusted by the parties to the agreement. Its duty to pay compensation is limited to such damages that are considered typical for the agreement and foreseeable.

- 14.3. As HousingAnywhere does not participate in the contractual relationship between the tenant and the provider, HousingAnywhere accepts no liability for contracts for accommodation.
- 14.4. HousingAnywhere offers the option of contacting HousingAnywhere with a complaint if there are any problems with regards to the website, accommodation or provider. The complaint must be provided in written form (e-mail). In this complaint the guest must specifically indicate the grounds for the complaint. In such a case HousingAnywhere will attempt to bring about a solution.

## **Article 15. Cancellation and Refund Policy for accommodation**

- 15.1. HousingAnywhere has two cancellation policy types for accommodation: Strict and Flexible. All listings will have a Strict cancellation policy by default.
- 15.2. Providers can select the type of policy they want to apply to their listings. The type of policy will be visible to users in the listing's page and in the conversation page. The policy applicable to a booking is the one set at the time when the conversation between the tenant and the provider started.
- 15.3. Cancellation requests should take place exclusively by email to support@housinganywhere.com or through the cancellation form in the conversation page.
- 15.4. A cancellation request has to be received by HousingAnywhere before the end of the first 48 hours from the move-in date. This period expires at midnight on the day after the move-in date registered on the platform.
- 15.5. HousingAnywhere is no longer involved in executing the agreement made between the tenant and the provider when the 48 hours have passed. In the same way, it is not possible to provide a refund after these 48 hours have passed and the tenant has not reported an issue with the accommodation that gives the right to a refund under these General Terms and Conditions.
- 15.6. Neither of the parties should preclude the other party from gathering necessary evidence (e.g., Pictures, videos, etc) to sustain their claim.
- 15.7. HousingAnywhere is not responsible for other payments different from the first month's rent and booking fee collected at the time of the initial booking confirmation (e.g., Deposit, bills, other monthly rents, etc).

Tenant:

#### **15.8. Strict Cancellation Policy:**

- 15.8.1. With HousingAnywhere strict cancellation policy in the case that the tenant decides not to make use of the accommodation after an agreement has been made there will be no refund of the booking fee or unless there are eligible grounds for a refund as mentioned in article 15.16.2 of our Terms & Conditions.
- 15.8.2. If the tenant does not show up or does not take the accommodation, then HousingAnywhere will transfer the first month's rent to the provider, to compensate the provider for the loss of an empty room. The secure booking fee will not be transferred, HousingAnywhere shall be entitled to retain this as compensation for its services.
- 15.8.3. If the tenant decides not to take the accommodation after the booking occurred, the tenant always has the possibility of asking the provider if she/he is willing to refund the first month rent. This is up to the provider to agree on or not. If the provider agrees on refunding the first month rent, the provider should inform HousingAnywhere. If HousingAnywhere has already transferred the money to the provider, then the provider must refund the money directly to the tenant. HousingAnywhere is not involved in the transfer of funds between the provider and the tenant.
- 15.8.4. In the case of a dispute between tenant and provider HousingAnywhere advises parties to solve it themselves. If this turns out to be impossible, parties can provide HousingAnywhere with the information and possible proof of the dispute. After taking all the provided information into consideration, HousingAnywhere decides about the dispute which will be binding for both parties.

#### **15.9. Flexible Cancellation Policy**

- 15.9.1. The policy is only applicable to listings that have opted in. Providers can set the cancellation policy when creating the listing. In case the policy is edited after, the cancellation policy applicable to a booking is the one that was set when the conversation between the tenant and provider started.
- 15.9.2. With HousingAnywhere flexible cancellation policy, a tenant has the right to cancel and receive the first month's rent back if the request comes more than 30 days before move-in date. If the request comes less than 30 days before move-in date and more than 7 days before move-in date, the tenant will receive 50% of the first month's rent. In case the tenant requests the

cancellation less than 7 days before the move-in date, no refund will be granted. In case of cancellation the booking fee is not refundable except in the circumstances mentioned in article 15.16.2.

## Provider

- 15.10. For providers who want to cancel the booking within the following 24 hours of which the original booking was implemented there will be no penalty, irrespective of the reason for cancellation and no pay-out to the provider will be processed.
- 15.11. If a provider cancels a booking after the first 24 hours from the confirmation of the booking due to circumstances attributable to the provider, including but not limited to mistaken room availability, the wish to charge a higher price than requested in the original advertisement or personal preference regarding a tenant, they will be subject to a multi-stage penalty and no pay-out to the provider will be processed:
- **stage 1:** After 1st cancellation, provider's listing will be moved to the end of the list on the search page of the relevant city for a period of 2 weeks.
  - **stage 2:** With repeated cancellations, stage 1 penalty will be executed again and 10% of the month's rent for the next booking will be held back by HousingAnywhere as a penalty fee.
- 15.12. If a tenant cancels a booking after the first 24 hours from the confirmation of the booking due to circumstances attributable to the provider that justify such cancellation (including without limitation to the circumstances mentioned in article 15.14, the provider charging a higher price than requested in the original advertisement or the accommodation not having the material characteristics included in such advertisement), the multi-stage penalty in article 15.11 will also apply, and no pay-out to the provider will be processed.
- 15.13. The provider will be informed in writing or by email when a penalty will be charged.
- 15.14. The room must be delivered to the tenant in a clean state. If the tenant arrives and the room is not in a suitably hygienic state to live in, the provider risks the payment being put on hold until the provider resolves the problem or the booking and payment potentially being cancelled. The tenant must provide evidence of these unsuitable conditions (i.e., photo). HousingAnywhere will decide if this is significant enough to delay and/or cancel the payment.
- 15.15. Once a tenant has requested renting the accommodation, the provider is not allowed to request a higher price than requested in the original advertisement.

## 15.16. Refund policy:

- 15.16.1. Cancellation requests should take place exclusively by email to support@housinganywhere.com or through the cancellation form in the conversation page.
- 15.16.2. HousingAnywhere will only provide the tenant with a refund of (part of) the first month rent and booking fee if:
  - 15.16.2.1. A refund is due pursuant to the terms of the Flexible cancellation policy as set out in article 15.9.2, whereby the booking fee will only be refunded if any of the circumstances set out in articles 15.16.2.4 up to and including 15.16.2.6 have occurred;
  - 15.16.2.2. The tenant cancels the booking within 24 hours after the original booking was placed, whereby the booking fee will only be refunded if any of the circumstances set out in articles 15.16.2.4 up to and including 15.16.2.6 have occurred;
  - 15.16.2.3. The provider cancels the booking due to circumstances not attributable to the tenant, in which case only the first month rent and booking fee shall be refunded;
  - 15.16.2.4. The material characteristics of the accommodation are different than stated in the advertisement which difference is material enough to justify termination of the lease agreement with the provider;
  - 15.16.2.5. The accommodation is not available for the tenant's use for the agreed lease (for example, there is already someone else in the accommodation or the accommodation does not exist at all); or
  - 15.16.2.6. The tenant is not able to move into the accommodation due to circumstances that were unforeseeable when the booking was made and are not attributable (*toerekenbaar*) to the tenant within the meaning of article 6:75 of the Dutch Civil Code (*force majeure / overmacht*), but excluding for clarity and without limitation change of plans, travel delays and illness which will remain the risk of the tenant.
- 15.16.3. A refund will not be given in any other circumstances than mentioned in article 15.16.2 which include, but are not limited to: accommodation that is not according to taste; accommodation that is not in line with the tenant's (religious) beliefs or ideology (including living with people from another sex); accommodation that is not clean, accommodation that turns out to be in a less

safe neighbourhood; accommodation that has noise complaints; accommodation is not suitable to the tenant because of medical reasons; accommodation has a minor malfunction that could not have been known in advance; the tenant is hindered in coming to the accommodation because of a change of plans, travel delays, illness or having made a double booking; the tenant fails to report the issue within the first 48 hours after the move-in date registered on the platform.

- 15.16.4. The following circumstances without limitation will not be considered material enough to justify termination of the lease agreement with the provider: wear and tear of the furniture, updates in the accommodation that might result in a different/newer furniture (for example a different bed of the same size as advertised), light perception, painting of the walls.
- 15.16.5. The tenant has the obligation to inform HousingAnywhere and the provider within 48 hours after the start of the lease period registered on the platform. The tenant must substantiate his claim and insofar as reasonably possible also provide sufficient visual proof (e.g. pictures, videos, correspondence). If the tenant does not inform HousingAnywhere about any problems within 48 hours from the start of the lease onwards, the tenant is considered to have agreed with the room as it is. HousingAnywhere will then transfer the payment of the rent to the provider.
- 15.16.6. HousingAnywhere has no role whatsoever in the determination of the exchange rate. In the case of a refund, the daily exchange rate will be used - regardless if the exchange rate was different when the payment was made. Moreover, in refund cases, the tenant is liable for his/her own bank's transaction costs, as well as any currency conversion service that his/her bank may provide.
- 15.16.7. A refund to the tenant takes place as soon as possible, but no later than 30 days after it has finally been determined in accordance with these General Terms and Conditions that the tenant is entitled to such refund.
- 15.16.8. If a tenant cancels a booking after 24 hours of confirmation of the booking due to other reasons than mentioned in articles 15.16.2.4 up to and including 15.16.2.6, HousingAnywhere will withhold the booking fee as compensation for their services.

## **Article 16: Advice for users**

- 16.1. HousingAnywhere advises users to enter into a contractual agreement with each other. As stated before HousingAnywhere is not part of the agreement between provider and

tenant and therefore advises both parties to enter into a contractual agreement with each other. HousingAnywhere offers a draft agreement on its website but does not guarantee the completeness of this contract.

- 16.2. HousingAnywhere furthermore advises the tenant to obtain liability insurance to cover for costs in case damages to the accommodation arise.

## **Article 17: Closing provisions**

- 17.1. HousingAnywhere is authorised to transfer its rights and obligations under this agreement in full or in part to third parties.
- 17.2. HousingAnywhere is authorised to send mailings to its users about side jobs, jobs and internships at HousingAnywhere to its users through a newsletter. Users will have the possibility to unsubscribe from this newsletter.
- 17.3. This agreement is subject solely to the substantive laws of the Kingdom of The Netherlands with the exception of the UN Convention on the International Sale of Goods and Dutch international private law.
- 17.4. If the user is a consumer within the meaning of Book 7 of the Burgerlijk Wetboek (BW – Dutch Civil Code), this does not affect the mandatory consumer protection regulations in which the consumer is ordinarily resident.
- 17.5. If individual provisions of these General Terms and Conditions are or become wholly or partially invalid, the other General Terms and Conditions are still valid. In the event of such a provision being invalid, it shall be replaced by a legal provision.
- 17.6. All declarations to be sent in connection with the user agreement to be concluded with HousingAnywhere must be issued by email. The postal address and email address of a user are those that are stated as the current contact data in the user's user account.
- 17.7. These terms and conditions will be interpreted in accordance with the Dutch law. You and HousingAnywhere agree to submit to the jurisdiction of the courts located in Rotterdam, The Netherlands for any actions of which parties seek injunctive or other equitable relief in a court of competent jurisdiction.