

Terms and conditions for delivery of service

CLAUSE 1. – DEFINITIONS

Unless defined elsewhere in these General Terms and Conditions for Delivery of Service, each of the following terms has the meaning set forth below, such meaning to be equally applicable both to the singular and plural forms of the terms defined herein:

- **“HA”** means HOUSINGAGENT.com B.V., trading as HOUSINGAGENT.com;
- **“Agreement”** means any agreement entered into between HA and a Client including, but not limited to, agreements regarding a product and/or service;
- **“Client”** means the person or business who requests the delivery of products and/or services from HA;
- **“Content”** means any text, review, graphic, image, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website;
- **“Products and/or Services”** means the online products and/or services offered by HA, including but not limited to various types of membership.
- **“Website”** means the website HOUSINGAGENT.com and any [sub-domains](#) of this site unless expressly excluded by their own terms and conditions.

CLAUSE 2. – APPLICABILITY

2. These General Terms and Conditions for Delivery of Service apply to all Agreements and to all offers and quotations regarding Products and/or Services, even if these Products and/or Services are not (further) specified in these General Terms and Conditions for Delivery of Service.
3. Deviations from and additions to these General Terms and Conditions for Delivery of Service are only valid if agreed in writing between HA and the Client.
4. The applicability of any general terms and conditions of the Client is specifically excluded.
5. If any provision of these General Terms and Conditions for Delivery of Service is null and void, is voided or otherwise proves to be invalid for any reason, the other provisions of these General Terms and Conditions for Delivery of Service shall remain in full force and effect. HA and the Client shall consult with each other to agree on substitute provisions which most closely reflect the content and purpose of the void, voided or invalid provision.
6. In case of a conflict between the provisions of these General Terms and Conditions for Delivery of Service and the provisions of an Agreement, the provisions of the Agreement shall prevail.

CLAUSE 3. – OFFERS AND CONCLUSION OF AGREEMENTS

1. All Offers are subject to contract, unless otherwise stated in the Offer itself.
2. Agreements between HA and the Client come into effect at the moment HA has received the verification email of the Client which the Client has to reply to after completing the registration form.
3. HA offers a paid subscription to its online services. The period shall be 365 days, unless otherwise agreed on by HA and the Client. HA reserves the right to remove or cancel the offer at any time. Before the end of the period, the Client will receive an e-mail and can opt to renew its subscription. If the Client does not opt to remain on a paid listing, their details will be removed from the Website.

CLAUSE 4. – PRICES AND PAYMENTS

1. Except as otherwise expressly agreed by HA, the prices for the Products and/or Services shall be the prices as shown on the HOUSINGAGENT.com website or as listed otherwise. All amounts in the Netherlands are exclusive of 21% V.A.T., If a Client is located in a foreign country, regardless of the Client's country of origin, the point of supply for tax purposes is the location of HA in the Netherlands.

2. The prices of the Products and/or Services are subject to change at any time at HA's sole discretion prior to the date of the conclusion of the Agreement.
3. In the event of composite prices there is no obligation to deliver a part of the Products and/or Services against a corresponding part of the entire price.
4. All payments must be made by online payments, or on the bank account designated by HA within 7 days after the invoice date. On the expiry of 7 days after the invoice date, without payment in full having been made, the Client shall be in default; interest equal to the statutory (commercial) interest rate must be paid by the Client on the amount due, from the moment such default commences.
5. All costs, both judicial and extrajudicial, incurred by HA with respect to recovery of overdue payments shall be borne by the Client.

CLAUSE 5. – SUSPENSION AND TERMINATION

1. Non-payment of an invoice when due, whether partial or in full and for whatever reason, entitles HA to cease the Products and/or Services, without notice or other formality being required. Moreover, HA is entitled to terminate the contract without judicial intervention if the Client does not properly fulfill any of its obligations which arise from the Agreement. HA may also terminate the Agreement without judicial intervention if the Client is declared bankrupt, in the event of suspension of payment of the Client or if the company of the Client is closing down or liquidated.
2. The consequences of suspension and/or termination will be entirely at the risk and expense of the Client. Suspension and/or termination does not affect the payment obligations of the Client for the work already carried out. In addition, HA shall then be entitled to compensation for damages, costs and interests caused by the non-compliance of the Client.

CLAUSE 6. – CLIENT ACCOUNT

1. HA will provide the Client with a client account which allows the Client to access the online services covered by the Agreement. Use of the client account is strictly personal and is under the responsibility and at the risk and expense of the Client.
2. Client shall not disclose the login details for its client account to third parties or allow third parties to make use of the user account. The Client shall at all times be liable for the unauthorized use of its client account.
3. The guidelines following from the Website Disclaimer apply to the use of the Website by the Client. If the guidelines are being violated by the Client, HA reserves the right to deny the Client access to the client account and/or delete the client account of the infringing Client. HA reserves the right to terminate the subscription of the Client if the guidelines are being violated.
4. It is the Client's responsibility to ensure that the contact information for the client account is accurate, correct and complete at all times. HA is not responsible for any lapse in the Product and/or Services, including without limitation, any lapsed registrations due to outdated contact information. If the Client needs to verify or change its contact information, the Client may utilize its client account to update the contact information. Providing false contact information of any kind may result in the termination of the client account.

CLAUSE 7. – PERFORMANCE AND GUARANTEES

1. HA will observe the utmost care regarding the Client's interests during the performance of the Products and/or Services.
2. The parties ensure the confidentiality of all data and information provided under the Agreement.
3. HA does not represent, warrant or guarantee the quality, timing, integrity, responsibility, legality or any other aspect whatsoever of the materials or services (delivered by its business members). Due to the nature of the Internet, this cannot be guaranteed. In addition, HA may occasionally carry out repairs, maintenance or introduce new facilities and functions.
4. HA is based on information submitted by the public, HA business members, various individuals and businesses and does not represent the views of HA (or its directors, officers,

agents, representatives, advertisers, distributors, partners, licensees or employees). HA does not guarantee the accuracy of claims that may appear.

CLAUSE 8. – INTELLECTUAL PROPERTY RIGHTS

1. All Content included on the website, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of HA, its affiliates or other relevant third parties.
2. By uploading photos or images onto the Website, the Client certifies and warrants that the Client owns the copyright to the photos or images and the Client agrees that HA may use the uploaded photos and images at its discretion. The Client grants HA a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute, sublicense, communicate and make available the photos or images as HA at its discretion sees fit. The Client who uploaded the photos or images warrants that the photos or images shall not contain any viruses, Trojans or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party rights. Any photos or images that do not meet the aforesaid criteria will not be posted and/or can be removed/deleted by HA at any time and without prior notice.
3. The Client indemnifies HA for claims of third parties in this regard for direct and indirect consequences, both financial and otherwise, arising from the publication or reproduction.

CLAUSE 9. – LIMITATION OF LIABILITY

1. HA (or its directors, officers, agents, representatives, advertisers, distributors, partners, licensees, employees or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents) shall not be liable for:
 - (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim;
 - (ii) any inaccuracy relating to the (descriptive) information (including reviews and ratings) of the goods and services listed on the Website;
 - (iii) the Services rendered or the products offered by the service provider or other business partners;
 - (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by the Client, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or;
 - (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by the Client, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the goods or services provided by any of HA's other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the website, including any strike, force majeure or any other event beyond our control.

CLAUSE 10. – FORCE MAJEURE

1. In the event HA or the Client cannot fulfill any of its obligations under the Agreement because of a non-attributable shortcoming (hereinafter: force majeure), HA or the Client cannot be held liable for non-compliance.
2. A situation of force majeure exists if a shortcoming is not the fault of HA or the Client, nor if it is accountable by law, legal act or according to generally accepted standards. Circumstances that constitute a situation of force majeure include: labour disputes, power failures, internet connection failures, telecommunications infrastructure failures and acts and omissions of suppliers, including but not limited to any act or omission by telecommunications providers.
3. Obligations of the parties will be suspended while the force majeure situation continues. If a situation of force majeure lasts longer than thirty (30) days, both HA and the Client may

terminate the agreement immediately, without compensation, after written notice of such decision.

CLAUSE 11. – PRIVACY

1. Personal information of the Client which is processed by HA during the conclusion of and performance under the Agreement is confidential. Personal data will not be processed in a way incompatible with the purpose for which they were collected.
2. Personal data of the Client will not be handed over to third parties without the express consent of User unless HA is obliged to hand it over by law or by a court order.
3. Use of the website is governed by the HA [Privacy and Cookie Policy](#).

CLAUSE 12. – COMPLAINTS

1. Complaints about the execution of the Agreement must be submitted by the Client to HA fully and clearly described. The time limit for filing a complaint is one month after the Client has found the apparent defects or could have noticed the apparent defects. Failure to submit the complaint causes the Client to lose its rights. The complaint must be submitted in writing to: HOUSINGAGENT.com B.V., Churchill-laan 59 D, 1078 DH Amsterdam, The Netherlands, or via e-mail to: info@housingagent.com

CLAUSE 13. – FINAL PROVISIONS

1. HA is entitled to transfer its rights and obligations under an Agreement, including these General Terms and Conditions for Delivery of Service, entirely or partially to third parties.
2. Any Agreement between HA and the Client is governed by Dutch law. Any disputes that arise from an Agreement and/or these General Terms and Conditions for Delivery of Service will only be submitted to the District Court for the Netherlands, location Amsterdam.