

GENERAL TERMS AND CONDITIONS OF USE

CLAUSE 1. – DEFINITIONS

Unless defined elsewhere in these General Terms and Conditions of Use, 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:

- **“Agreement”** means any agreement entered into by HOUSINGAGENT.com with a User including, but not limited to, agreements regarding the creation of a user account to use the Services;
- **“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;
- **“HA”** means HOUSINGAGENT.com, trading as HOUSINGAGENT.com B.V.;
- **“Service”** means collectively any online facilities, tools, services or information that HA makes available through the Website either now or in the future;
- **“System”** includes, but is not limited to, web-based email, message boards, live chat facilities, reviews, feedback and email links;
- **“User”** means any third party that accesses and uses the website and is not employed by HA and acting in the course of their employment;
- **“Website”** means the website www.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 of Use apply to all Agreements and to all offers, quotations of Services, even if these Services are not (further) specified in these General Terms and Conditions of Use. These General Terms and Conditions also apply to any User accessing and using the Website and its Services. If the User does not agree to (all the) General Terms and Conditions of Use, the User should not use the Website and/or its Services.
3. These General Terms and Conditions of Use may be amended by HA at any time without any liability. Such amended General Terms and Conditions of Use shall be at any time without notice.
4. The applicability of any other general terms and conditions is specifically excluded.
5. If any provision of these General Terms and Conditions of Use is null and void, is voided or otherwise proves to be invalid for any reason, the other provisions of these General Terms and Conditions of Use shall remain in full force and effect. HA and User 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 of Use and the provisions of an Agreement, the provisions of the Agreement shall prevail.

CLAUSE 3. – CONCLUSION OF AGREEMENTS

1. Agreements between HA and the User come into effect at the moment HA has received the verification email of the User or if the User has accepted these General Terms and Conditions of Use and visits the Website.
2. User has the power to terminate any Agreement which has been concluded over the internet, by means of a written notice, within 14 days after receipt of the Services. User can terminate the Agreement online by accessing their account and disabling it.
3. No part of the Website is intended to constitute a contractual offer capable of acceptance. No goods and/or services by third parties are sold through the Website and product and/or service details of third parties are provided for information purposes only.

CLAUSE 4. – PRICE AND PAYMENT

1. If Services are provided against payment, prices and payment terms of such Services are set out in the applicable Agreement. Unless expressly stated otherwise, all prices are exclusive of V.A.T.
2. All pricing information on the Website is correct at the time of going online. HA reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
3. The full invoice amount must be paid online, or within 7 days after receipt of the invoice. All costs incurred by HA, both judicial and extrajudicial, related to the collection of any overdue payment shall be borne by the User.

CLAUSE 5. – ACCESS TO AND USE OF ONLINE SERVICES

1. The Services are not directed at children under 18 years old. The use of any of the Services is only allowed with the valid consent of a parent or a guardian. If HA receives information from a child under 18 years old, HA reserves the right to delete it.
2. HA will provide the User with a user account which allows the User to access the online Services covered by the Agreement. Use of the user account is strictly personal and is under the responsibility and at the risk and expense of the User.
3. The User shall not disclose the login details for its user account to third parties or allow third parties to make use of the user account. The User shall at all times be liable for the unauthorized use of its user account.
4. The guidelines following from the Website Disclaimer apply to the use of the Website by the User. If the guidelines are being violated by the User, HA reserves the right to deny the User access to the User account and/or delete the user account of the infringing User.

CLAUSE 6. – INTELLECTUAL PROPERTY

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 User certifies and warrants that the User owns the copyright to the photos or images and the User agrees that HA may use the uploaded photos and images at its discretion. The User 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 User 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.

CLAUSE 7. – INDEMNIFICATION USER

1. The User indemnifies HA against all claims from third parties relating to damages resulting from non-compliance by the User of these General Terms and Conditions of Use or other instructions of HA. The User is obliged to cover all damages of HA, including damages regarding the good name and reputation of HA.

CLAUSE 8. – LIMITATION OF LIABILITY

1. To the maximum extent permitted by law, HA accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its content at their own risk.
2. The Services are provided “as is” and on an “as available” basis. HA gives no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law

HA provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

3. HA accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
4. HA will not be liable to Users for any loss suffered (even if such loss is foreseeable) in relation to the use or inability to use the Website, any inaccuracies or delays to its Website or Services or any reliance by User on the content contained on its website. No part of the Website is intended to constitute advice and the content of the Website should not be relied upon when making any decisions or taking any action of any kind.

The Website may contain links to other websites. Unless expressly stated, these websites are not under the control of HA or its affiliates. HA assumes no responsibility for the content of such websites and disclaims liability for any and all forms of loss or damage arising out of the use of these websites. The inclusion of a link to another website on the Website does not imply any endorsement of the websites themselves or of those in control of them.

CLAUSE 9. – GUARANTEES

1. 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.
2. 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 10. – FORCE MAJEURE

1. In the event HA or the User fails to perform an obligation under the Agreement because of a non-attributable shortcoming (hereinafter: force majeure), such party shall not be liable for non-performance.
2. A situation of force majeure exists if a shortcoming is not the fault of a party, 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, telecommunications infrastructure failures and acts and omissions of suppliers.
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, either party may terminate the Agreement immediately, without compensation, after written notice of such decision.

CLAUSE 11. – CONFIDENTIALITY

1. Parties are obliged to keep confidential about all confidential information obtained from each other in the course of the Agreement. Information is considered to be confidential if it is designated as such by the other party or if this follows from the nature of the information. User agrees to not disclose the confidential information to third parties and to only use it for the purpose for which it has been made available.

CLAUSE 12. – SUSPENSION AND TERMINATION

1. If the User fails to fulfill one or more of its obligations towards HA or HA fears that the User will not fulfill its obligations, the insolvency of the User is requested, the User participates in debt settlement requests, the User proceeds to liquidate or dissolve (voluntarily or not) its company, its company is otherwise standstill, its assets are seized and/or a payment arrangement is made with one or more of its creditors, or otherwise creates the impression to be insolvent, HA is entitled to:

- (i) suspend (which includes the denial of access to the Services) its obligations towards the User, until User has fully complied with its obligations towards HA, and/or
- (ii) dissolve the Agreement completely or partially without judicial intervention by means of a written statement and without being liable in any way towards the User for damages, costs and interest. HA has the right to claim full compensation.

CLAUSE 13. – PRIVACY

1. Personal information of the User 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 User will not be handed over to third parties without the express consent of the 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 14. – COMPLAINTS

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

CLAUSE 15. – LAW AND JURISDICTION

1. Any Agreement between HA and the User is governed by Dutch law. Any disputes that may arise from the Agreement and/or these General Terms and Conditions of Use will only be submitted to the District Court for the Central Netherlands, location Amsterdam.