

# GENERAL CONDITIONS

## KAMERNET B.V.

*Version* 3.0  
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### ARTICLE 1. DEFINITIONS

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

- 1.1. **Subscription:** the Agreement under which User has the possibility to use extensive features and can respond to the Ads on the Website;
- 1.2. **Account:** the personal online environment made available by Kamernet to User with the purpose of using and managing the Service;
- 1.3. **Ad:** the ad in which housing is offered or housing and / or a roommate is requested by the User and which is available on the Website of Kamernet;
- 1.4. **General Conditions:** the provisions in this document;
- 1.5. **Service:** the possibility to search housing and / or post housing on the Website of Kamernet by means of an ad, and connecting the user to a housing provider and / or a house hunter;
- 1.6. **User:** the natural or legal person with whom Kamernet enters into an agreement relating to the use of the Service;
- 1.7. **Kamernet:** the private company Kamernet B.V., located in The Hague and registered with the Chamber of Commerce under file number 27292399;
- 1.8. **Agreement:** the agreement between Kamernet and Users under which Kamernet will render the Service and of which the General Conditions are part. This also includes a Subscription;
- 1.9. **Personal information:** all details regarding an identified or identifiable natural person;
- 1.10. **Website:** www.kamernet.nl or sub domains, other extensions of the relevant domain and the associated mobile applications.

### ARTICLE 2. APPLICABILITY AND PRIORITIES

- 2.1. These General Conditions apply to every quotation or offer of Kamernet in respect of the Service, the use of the Service and are an integral part of every Agreement.
- 2.2. Provisions or conditions defined by User that deviate from or are not included in these General Conditions, shall only be binding to Kamernet where these have been expressly accepted by Kamernet in writing.
- 2.3. In case of conflicting provisions in the Agreement, General Conditions or annexes thereto, the following priority applies:
  - a. the Agreement;
  - b. any annexes with the Agreement
  - c. these General Conditions.

### ARTICLE 3. ESTABLISHMENT OF AGREEMENT

- 3.1. The Agreement between Kamernet and User is established after User creates an Account on the Website and / or places an electronic order via the Website, with written confirmation by Kamernet. The Website states the amount due, and in addition the description of the Service provided in the Website is binding.

- 3.2. Kamernet is at all times entitled to refuse an Account and / or an electronic order, in which she is not required to provide the reasons in this context.
- 3.3. If User does not act in the performance of profession or business, the delivery of the Service shall commence immediately after establishment of the Agreement with the explicit consent of User. User hereby explicitly waives his right to dissolution of the Agreement, and from that moment on has no right of withdrawal.

#### **ARTICLE 4. DELIVERY OF THE SERVICE**

- 4.1. Kamernet offers the Service with the purpose of connecting lessors and lessees of accommodations. User is aware of the fact that Kamernet only has a facilitating role, is not responsible for the establishment of the agreements between tenant and landlord and shall never act in the capacity of mediator.
- 4.2. Where possible, Kamernet shall render the Service 'as is', meaning that it does not provide any warranties regarding the performance of the Service.
- 4.3. In particular, Kamernet does not guarantee that:
  - a. User and other Users are authorized to sign agreements in respect of accommodations;
  - b. User and other Users will actually sign the agreement in respect of the accommodation;
  - c. the accommodation offered is of good quality and meets the requirements of the lessee and / or 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. To be able to use the Service, User will be sent a username and password by Kamernet after User has completed the registration of the Account.
- 5.2. User shall at all times be responsible for the choice of the username and password, despite the fact that they may have been initially provided by Kamernet.
- 5.3. Kamernet hereby grants User – under the Agreement – a limited user right for the Service. This right is personal and cannot be transferred.
- 5.4. User must shield access to his account for unauthorized individuals using the username and password. In particular, User must keep the password strictly confidential. Kamernet 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 all these actions.
- 5.5. With the Service, User may process its Personal information. User grants permission for all forms of processing that fall within the scope of the Service.
- 5.6. Kamernet guarantees the privacy of User: Personal information will never be issued to third parties, unless this is necessary for the implementation of the Agreement, Kamernet is required by Law to do so, or after explicit permission has been granted for the one-off provision of Personal information. Please consult the privacy statement for more information.

#### **ARTICLE 6. RULES OF USE**

- 6.1. It is forbidden to use the Service for actions that are in violation of the Dutch or other applicable Law 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.
- 6.2. 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 instance by distributing Personal information of third parties without permission or necessity, or by repeatedly harassing third parties with communication that is undesired to them.
- 6.3. 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. Send unsolicited bulk e-mail or other communication,
  - b. cause any nuisance or disruptions, for instance by carrying out or coordinating denial of service attacks, controlling botnets or malicious software, such as viruses or spyware.
- 6.4. User will not use the Personal information of other Users obtained via the Service for other purposes than to take out an agreement to lease housing, and all associated actions.
- 6.5. Except in the normal use of the Service, User is forbidden to approach other Users for commercial purpose of any kind.
- 6.6. User, being a provider and / or lessor of housing, declares that he will not charge a (prospective) tenant any mediation fees in any case.
- 6.7. If Kamernet finds that User violates the above-mentioned conditions or receives a complaint about that, Kamernet can intervene to terminate the violation. In that, Kamernet has the right to terminate the Agreement effective immediately, without having to reimburse any of the fees paid. In addition, the Account will be blocked.
- 6.8. If, at the discretion of Kamernet, nuisance, damage or any other hazard arises for the performance of the Service, Kamernet has the right to take all measures she deems necessary within reason to avert this danger or to prevent it. In that, Kamernet has the right in particular to adjust or remove any information and / or Ad posted by User at its own discretion.
- 6.9. Kamernet is at all times entitled to report any offenses observed. In addition, Kamernet 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 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.
- 6.10. User is liable for any damage of Kamernet as the result of a violation of one of the aforementioned paragraphs. Kamernet can recover the damage as a result of violation of these codes of conduct from User. User indemnifies Kamernet against any third party claims relating to the information posted by User.

**ARTICLE 7. AVAILABILITY AND MAINTENANCE**

- 7.1. Kamernet commits to make the Service available, but does not guarantee any uninterrupted availability.
- 7.2. Kamernet actively maintains the service. Maintenance can take place at any moment, even if this might lead to a limitation of availability. Maintenance is announced in advance, where possible.
- 7.3. From time to time, Kamernet is allowed to adjust the functionality of the Services. In this, User feedback and suggestions are welcome, but in the end, Kamernet will decide what adjustments to implement. Kamernet has the right to apply these changes without any prior notification.

## **ARTICLE 8. INTELLECTUAL PROPERTY**

- 8.1. The Service, the associated software, as well as all information and images on the website, are the intellectual property of Kamernet. These may not be copied or used in any way without separate written permission of Kamernet, except in the case in which it is legally permitted.
- 8.2. In particular, it is not permitted – without prior written permission – to access and reuse a substantial portion of the contents of the Service and / or Website and / or to repeatedly and systematically access and reuse not-substantial portions of the contents in the sense of the Database Act and / or to use this for commercial purposes in the broadest sense.
- 8.3. Information stored or processed by User via the Service is and shall remain property of User (or that of its licensors). Kamernet is given a limited user right to deploy this information for the Service, including for future aspects thereof. User can revoke this user right by removing the relevant information, by terminating the Agreement or by notifying Kamernet in writing of the repeal.
- 8.4. The limited user right as referred to in the previous article, also includes the right to process the information in an aggregated and anonymized manner for static purposes. This information can in no way be traced back to a person.
- 8.5. If User submits information to Kamernet, for instance feedback about an error or a suggestion for improvement, he grants Kamernet 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.
- 8.6. Kamernet will not take cognizance of any confidential data (such as personal messages) stored by User and / or distributed via the Service, unless this is explicitly agreed with User or User is required to do so under a legal provision or court order. In that case, User will commit to limiting its cognizance of the data as much as possible, insofar it is able to.
- 8.7. If User fails to comply with the provisions from this article, User shall forfeit to Kamernet an immediately payable fine of EUR 1.000,- (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 2.500,-. This is without prejudice to the right of Kamernet to claim additional compensation of damages from User.

## **ARTICLE 9. PRICES**

- 9.1. The basic use of the Service is free of charge. Should User want to use extended features and / or respond to the Ads, he has the possibility of taking out a Subscription.
- 9.2. The prices for the Subscriptions are listed on the Website of Kamernet.
- 9.3. Unless expressly specified otherwise with an amount, all prices referred to by Kamernet and / or on the Website include sales tax and other government imposed levies.
- 9.4. If a price is based on details provided by User and these details prove to be incorrect, Kamernet has the right to adjust the prices accordingly, including after the establishment of the Agreement.
- 9.5. If the Agreement concerns a Subscription, Kamernet has the right to change the rates used once every subscription period. Kamernet shall announce the changes at least thirty (30) days prior to their effective date in writing or via the Service, allowing User to learn of them.
- 9.6. If User does not want to accept a change in the prices, he can terminate the Agreement up to the effective date. Use of the Service after the effective date shall serve as acceptance of the changed or supplemented conditions.

## **ARTICLE 10. PAYMENT CONDITIONS**

- 10.1. User agrees to the electronic billing by Kamernet. Invoices will be sent in PDF or any other suitable format to the e-mail address of User known to Kamernet.
- 10.2. Payment of the first period of a Subscription shall occur by means of iDeal, credit card or direct debit. After the payment has been received by Kamernet, the Account will be activated.
- 10.3. After the passing of the first period of a Subscription, the amount due will be collected from the account of User within 3 work days after each Subscription renewal.
- 10.4. After the passing of the payment deadline, User who fails to pay on time is automatically in default, without any notice of default being required. From that moment, Kamernet is entitled to limit its services, for instance by restricting access to the Service.
- 10.5. If Kamernet is unable to collect the amount due and / or in case of a non-timely payment, User is required – in addition to the amount due and the accrued interest – required to pay full compensation of the extrajudicial costs as determined and calculated in accordance with the Dutch Extrajudicial collection costs decree (Besluit vergoeding voor buitengerechtelijke incassokosten).

#### **ARTICLE 11. FORCE MAJEURE**

- 11.1. In case of Force Majeure, including, in any case, disruptions in the Internet or telecommunication infrastructure, (D)DoS attacks (Distributed Denial of Service), civil unrest, mobilization, war, traffic jams, strikes, lockouts, business interruptions, supply delays, fire, flood, import and export restrictions and in case Kamernet is prevented to delivery due to its own suppliers – regardless of the reason thereto – due to which compliance with this Agreement cannot be expected of Kamernet within reason, the implementation of this Agreement shall be suspended by Kamernet, without any obligation to pay compensation of damages.
- 11.2. If a Force Majeure situation lasts longer than ninety (90) days, either party has the right to terminate the Agreement in writing. That which has already been delivered under the Agreement, shall in that case be charged to proportion, without either party being due anything towards each other insofar this arises from the situation of Force Majeure.

#### **ARTICLE 12. LIABILITY**

- 12.1. The following paragraphs do not apply for User, being consumer not acting in the performance of profession or business
- 12.2. The total liability of Kamernet due to attributable shortcomings in compliance with the Agreement, is limited to compensation of direct damage up to the amount paid by User to Kamernet in twelve (12) months prior to the damage inflicting event, with a maximum of EUR 500,00 including VAT per event, in which a sequence of events is considered to be one event.
- 12.3. Kamernet is explicitly not liable for indirect damage, consequential damage, loss of profits, missed savings and damage as a result of business interruption.
- 12.4. However, the limitations of liability referred to in this article shall expire if and insofar the damage is the result of negligence or gross intent on part of Kamernet.
- 12.5. User indemnifies Kamernet of all third party claims relating to the data stored and read by User using the Service, in particular (but not exclusively) where it concerns a violation of privacy in the sense of the Digital Data Protection Act.
- 12.6. For any right to compensation of damages to exist, User must notify Kamernet of the damage at the latest within thirty (30) days after discovery.
- 12.7. In case of Force Majeure, Kamernet is never required to compensation of damages arisen at User.

#### **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. If User takes out a Subscription, the Subscription shall take effect as soon as the payment has been received by Kamernet and is entered into for the agreed subscription period.
- 13.3. After the period as intended in the previous paragraph, the Subscription is tacitly renewed for the same period, unless either party terminates the Subscription.
- 13.4. Parties can terminate the Agreement at any time via the Service or in writing. To prevent renewal of the Agreement, termination is to take place at the latest on the day prior to the new period.
- 13.5. In termination of the Agreement, the amount paid in advanced will not be reimbursed to User in any case.
- 13.6. Kamernet has the right to terminate the Agreement immediately if User violates the conditions from the Agreement. In no case is User entitled to reimbursement of amounts already paid.
- 13.7. Kamernet also has the right to terminate the Agreement and to cancel the Account if User use not made use of the Service for a period of 18 months. Kamernet will notify User of this in writing.

#### **ARTICLE 14. CHANGES TO CONDITIONS**

- 14.1. Kamernet has the right to adjust these General Conditions at any time.
- 14.2. Kamernet will announce the changes or additions at least thirty (30) days prior to their effective date in writing or via the Service, allowing the User to learn of them.
- 14.3. If User does not want to accept a change in or addition to the General 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. To these General Conditions and all Agreements, Dutch Law applies.
- 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 for the district in which Kamernet is located.
- 15.3. If a provision in these General 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 Kamernet, is deemed to be correct, unless User provides evidence to the contrary in this respect.
- 15.5. If a provision of these General Conditions is found to be invalid, this shall have no effect on the validity of the entire General Conditions and / or Agreement. In this case, Parties will establish (a) new replacement provision(s), reflecting the intention of the original provision where legally possible.
- 15.6. Kamernet 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.