

General Terms and Conditions Appartement

Chapter 1 General provisions

1. Definitions

In these general terms and conditions and its provisions is meant by:

- a) *account*: the identification granting the user access to the services of the company;
- b) *activity*: all services provided by the company;
- c) *third party*: a natural or legal person, who does act within her trade, business, craft or profession, whether or not through another person who acts for her on her behalf, in collaboration with the company;
- d) *durable data carrier*: any means which enables the company to personally store information addressed to her in a way that makes this information accessible for future use during a period that is adjusted to the purpose for which the information is intended, and which enables an unaltered representation of the stored information;
- e) *user*: the natural or legal person, who provides the assignment for the activities;
- f) *honorarium*: the compensation received by the company for the services, excluding Value Added Tax (VAT);
- g) *company*: the natural or legal person, who acts within of her trade, business, craft or profession, whether or not through another person who acts for her on her behalf;
- h) *unambiguous statement*: the statement of the user to the company which can be interpreted in only one way. The statement contains in any case:
 - i) name of the user;
 - ii) (billing) address
 - iii) postal code;
 - iv) city;
 - v) telephone number;
 - vi) email address;
 - vii) order number;
- i) *assignment*: the agreement between the user and the company;
- j) *contract on distance*: the contract which is conducted between the company and the user in the light of an organized system for distance services without the company or user personally being in the same room at the same time and where, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
- k) *VvE*: The Dutch Home Owners' Association

2. The entrepreneur

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3. The company

- 1) These general terms and conditions are applicable for every website related to Appartement BV, including <https://www.app-artement.nl/>.

4. Applicability

- 1) These general terms and conditions apply to every offer made by the company and to every distance contract that is realized between the company and the user.
- 2) Prior to conclusion of the distance contract, the text of these general terms and conditions will be made available to the user. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general conditions and terms can be viewed at the company and they will be sent as soon as possible, free of charge, at the request of the user.
- 3) In the event of electronic conclusion of the distance contract, deviating from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made electronically available to the user, in such a way that the user can easily store this on a durable data carrier. If this is not reasonably possible, prior to conclusion of the distance contract, it will be indicated where the general terms and conditions can be observed electronically and they will be sent free of charge at the request of the user by electronic means or otherwise.
- 4) The general terms and conditions can at all times be viewed on the websites of the company.
- 5) In the event that specific service conditions apply in addition to these general terms and conditions, the second and third paragraphs of the corresponding application and the user may always rely on the applicable provision that is most favourable for him, in case of conflicting general terms and conditions.

5. Additional or deviating provisions

Additional or deviating provisions in these general terms and conditions may not be at the expense of the user and must be documented in writing or in such a way that these can be easily stored on a durable data carrier by the user.

Chapter 2 The agreement

6. Quotation

- 1) The company offers a platform that enables users within a VvE to communicate with each other regarding the (daily) course of events in a particular apartment.
- 2) The company accepts no liability for the interpretation of the information shared between the users within a VvE.

7. Pricing

- 1) Price increases, excluding cost-increasing circumstances, within 3 months after conclusion of the agreement are only permitted if they are derived from legal regulations or statutory provisions.
- 2) Price increases, excluding cost-increasing circumstances, after 3 months after conclusion of the agreement are only permitted when the company stipulates this and:
 - a) these are derived from legal regulations or statutory provisions; or
 - b) the user has the authority to cancel the agreement, starting the day on which the price increases come into force.
- 3) Cost-increasing circumstances are defined as circumstances that:
 - a) are of such nature that at the conclusion of the agreement the chance that they would occur does not have to be taken into account;
 - b) cannot be allocated to the company;
 - c) increase the costs of the work.
- 4) Apparent errors in the offer, including apparent clerical errors, are not binding for the company. Explicitly mentioned here are the errors in the offer advertised elsewhere than at the website of the company, where the information on the website of the company is considered leading at all times. An apparent error is for instance when the offer is of such a low amount that the user knows or reasonably should know that this is an apparent clerical error in the offer.
- 5) In case that the user accepts the offer with an apparent clerical error or apparent error, the user will be immediately informed about this apparent error by email. Furthermore, in this email the user will be given a certain period in which the user is offered the opportunity to accept the correct offer.

- 6) In case the company reports extra costs relating to the activity, this will count as a new offer for the user. The user has the right to dissolve the agreement in case the user considers the offer as unreasonable.
- 7) The dissolution of the agreement will not release the user from the payment of earlier performed work and costs incurred for making potential facilities.
- 8) The prices of the services stated in the offer are including VAT.

8. Agreement

- 1) The agreement is, subject to the provisions made in paragraph 4 of this article, concluded when the offer is accepted by the user and the compliance with of the specified conditions.
- 2) The agreement is concluded annually for an indefinite period of time.
- 3) The user is able to cancel the agreement up to a maximum of 1 month prior to each annual period.
- 4) In case the user accepts the offer via electronic means, the company will immediately confirm receipt of the acceptance of the offer via electronic means. The user can dissolve the agreement, as long as the company did not confirm the receipt of this acceptance.
- 5) In case the agreement is established through electronic means, the company takes appropriate technical and organizational measures to secure the electronic data transfer and they will ensure a secure web environment. If the user is able to make an electronic transaction, the company takes appropriate safety measures.
- 6) In case the company, after conclusion of the agreement, comes to knowledge about circumstances which suggests good ground to suspect the user not to fulfil his obligation to pay, the company may suspend his fulfilment of the agreement, dissolve the agreement or attach special conditions to the implementation of the agreement.
- 7) The company provides the user together with the service the following information, in writing or in such a manner that this can be stored in an accessible way by the user on a durable data carrier, with:
 - a) the (visiting) address of the branch of the company where the user can address complaints;
 - b) the conditions and the manner in which the user can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
 - c) the information about the warranty and existing services after purchase or delivery;
 - d) the in article 6 paragraph 3 of these conditions included information, unless the company will furnish these data to the user before the execution of the agreement;
 - e) the requirements to cancel the agreement in case the agreement has a duration of longer than one year or indefinite period.

Chapter 3 Execution of the agreement

9. Delivery

- 1) The company takes utmost caution when assessing the offers to provided services and executing the assignment.
- 2) The company ensures the correct implementation of the activity when accepting the assignment, with the acquired necessary knowledge and competence.
- 3) In case that execution of the activity has to be transferred or in case the activity, entirely or partly, cannot be executed, the user will immediately be notified. The user has then the right to dissolve the agreement, free of charge, and has possibly the right to compensation.
- 4) If a term of delivery for the service has been agreed on between company and user, this term is not a firm date, unless explicitly agreed on otherwise.
- 5) If the term of delivery is exceeded this gives no ground for compensation or dissolution, unless explicitly included the term concerns a firm date.

10. Payment

- 1) Payment is possible using the payment methods provided by the company.
- 2) Unless otherwise agreed, the debts owed by the user must be paid by automatic direct debits.
- 3) The user has the obligation to notify the company immediately of inaccuracies in the provided or stated payment details.
- 4) In the event of default of the user the company has the right to, subject to legal constraints, charge the previously incurred reasonable costs to the user.
- 5) The reasonable costs referred to in paragraph 4 of this article includes in any case the legally stipulated interest. Moreover, reasonable costs also include costs incurred in connection with the collection of outstanding debts. The costs for collecting the outstanding debts are set at 15% of the outstanding invoices, unless a different percentage is legally applied, with a minimum

Chapter 4 Specific provisions

11. Register

- 1) User is obliged to register at the company, by means of creating an account, before being able to use the services of the company.
- 2) The information collected by the company when creating an account is necessary for the performance of the services.
- 3) Upon registration, the user is obliged to provide the correct, by the company requested information. If data that are necessary for the performance of the services change, the user informs the company promptly.
- 4) After creating the account, the user selects a unique username and password. Passwords and usernames are personal and should not be shared with others.

12. Confidentiality

- 1) Both parties are obliged to confidentiality for all the confidential information received in the framework of the agreement or from any other source. Information is considered confidential if this is communicated by the other party, or if this results from the nature of the information.
- 2) If the user is obliged, pursuant to statutory provision or a legal ruling to disclose confidential information to third parties designated by the law or the court with competent jurisdiction, and the supplier is unable to invoke a right to privilege recognized or permitted by statute or by the court with competent jurisdiction, the user is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the agreement on the ground of any losses thus caused.

13. Intellectual property

- 1) The company will at all times have the rights to all intellectual properties which arise as a result of the by the company provided services, unless explicitly agreed on otherwise.
- 2) All rights to intellectual or industrial property, as well as similar rights to information protection, which relate to the by the company provided and by the user received products and/or services, will remain property of the company. Nothing in the agreement concluded or to be concluded with the user will lead to the transfer of such rights, unless explicitly agreed on otherwise.
- 3) The user incurs only, unless parties explicitly agreed on otherwise, a non-exclusive and non-transferable right of use for the use of the products and results of the services of the agreed targets. The user will comply with such use to the conditions, set out in the general terms and conditions or otherwise imposed to the user.
- 4) The user is not entitled to use the products and results of the services other than for the use of its related matters.
- 5) The user is not entitled to multiply and/or disclose to third parties the products and results of the services or the information contained therein or otherwise known to him / her, unless the company explicitly authorizes this in writing.
- 6) The user will not delete or alter indications of the company or her suppliers regarding copyrights, trademarks, tradenames or other rights to intellectual property.

- 7) The company guarantees that she is entitled to grant the right of use to the user and indemnifies the user against any claims by third parties in this respect. This provision does not apply if and insofar as the products and / or results of the services have been altered and / or if these have been delivered in conjunction with supplies of third party, unless the user demonstrates in the latter case that the claims of third parties exclusively relate to the products delivered by the company and/or results of the services.
- 8) In the event of violation of the provisions in the previous paragraphs, the user will owe the company a fine of € 4500,00 per violation, regardless of the other rights of the company to fulfilment, dissolution, compensation and such.

14. Legal and Regulatory Compliance

- 1) User shall not perform any acts that are contrary to this agreement, or that conflict with legislation or regulations.
- 2) User shall only use the platform for which it is intended. The user shall refrain from any act, of which they know that the platform, or the co-user can cause damage.

15. Force Majeure and technical malfunctions

- 1) The company can, for maintenance, adjustment or improvement of its systems, temporarily take its systems offline. The company intends to only take the systems offline during periods in which the user is least affected. The company is not liable for any damage of the user as a result of taking the systems offline.
- 2) If telecommunication facilities are used during the maintenance and support or other services provided by or on behalf of the company, parties are each responsible for the right decision and timely availability at their side. The company is not liable for mutilation, data interception or loss or processing results during the transfer of data with the help of telecommunication facilities.
- 3) The company can make the necessary adaptations for the purpose of the functionality or errors. In case the company makes such adaptations, the user will be informed accordingly to the extent possible. The user cannot refrain from the adaptations, in case the adaptations are applicable to a group of users. The company is not liable for any damage caused by the user as a result of the adaptations to the systems.
- 4) The company exerts its best efforts to minimize the period of decommissioning and the consequences of the adaptation for the user. In addition, the company intends to give an indication for the duration and nature of the decommissioning or adaptation.
- 5) In case the company is not able to deliver as a result of force majeure, the agreement will be suspended. If the force majeure situation persists for more than 90 days the user is free to terminate the agreement. The company is not liable for any damages that stem from force majeure.
- 6) Force majeure is in any case understood as: breakdowns or failure of the internet, the telecommunication infrastructure, Synflood, network attack, DoS- or DDos-attacks, power failures, internal civil commotion, mobilization, war, obstruction in transport, strike, lockout, business disruptions, delay in supply, fire, flood, import and export impediments, and in the event that Hostnet is not able to deliver by means of its own suppliers, irrespective of the reason.
- 7) None of the parties is responsible towards another for any delay, non-performance, loss, damage or injuries resulting from natural disasters or an 'Act of God', strikes, disqualification, civil unrest, disturbances, fire, explosion, sabotage, death, injury, illness, invalidity or costs brought about by war, invasion, storm, flood, earthquake, fog or confiscating materials and or troops for national use.

Chapter 5 Dissolution, indemnity and disputes

16. Dissolution, alteration, transfer by the user

- 1) After confirmation of the agreement by the company, the user can dissolve the agreement without any ground.
- 2) The user exercises the right of withdrawal by immediately giving the company an unambiguous statement to that effect, stating the grounds of dissolution and the date on which the dissolution occurs.
- 3) If the user makes use of the right of withdrawal, the day on which the user has terminated the agreement will be the day on which the unambiguous statement reached the company.
- 4) The burden of proof lies with the user for the correct and timely exercise of the right of dissolution.
- 5) After dissolution, the user is never entitled to restitution of the amount, or part of the amount, already paid to the company.

17. Dissolution, alteration, transfer by the company

- 1) The company can dissolve the agreement when there are serious reasons for this or in case the company received repetitive (substantiated) complaints concerning the information offered by the user.
- 2) Serious reasons include the publishing of matters in violation with the Dutch law on the app or website of the company, in particular, but not exclusively, the information that:
 - a) is offered without the consent of the copyright holder;
 - b) is defamatory, threatening, insulting, racist, hate-sowing or discriminating;
 - c) includes child pornography;
 - d) violates the privacy of third parties or results into stalking.
- 3) The information mentioned in the previous paragraph also includes hyperlinks, torrents, or other references to such information.
- 4) In case of unlawful information, the company is entitled to report this. The company can hereby hand over all relevant information concerning the user to the proper authorities, and execute all other actions, at the request of these authorities, for the purpose of the investigation.
- 5) The company informs the user in writing, through an unambiguous statement and referring to the reason of dissolution, alteration or transfer, immediately after onset of the delay, of the date of onset of the delay.
- 6) The company is not liable for any (further) damage. Only the user is liable for any further damage caused by the dissolution.

18. Liability

- 1) The company is liable towards the user for his accountable deficiencies. Insofar compliance is permanently not possible, this paragraph will only be applicable in respect to the legal regulations on neglect by the debtor.

19. Indemnity

- 1) The company is, in case of accountable deficiencies, only liable for compensation of direct damage.
- 2) Every liability of the company is limited to the amount that will be paid in the specific situation arising from the concluded liability insurance(s), increased with the amount of the deductible excess which shall be borne by the company in accordance with the policy conditions. If for any reason whatsoever no sum is paid out pursuant to this insurance, any liability shall be limited to the honorarium, which is paid for the execution of the assignment.
- 3) Company cannot be held liable for indirect damages. Indirect damages include:
 - a) consequential damage;
 - b) loss of profit;
 - c) immaterial damage of the user;
 - d) missed savings;

- e) business interruptions;
 - f) devaluation of products.
- 3) The user is responsible for providing his/her correct personal information, such as name, address details and other information required for the correct execution of the agreement. The company cannot be held responsible for damage resulting from incorrect information provided by the user that is required for the proper execution of the agreement.
 - 4) As a starting point for indemnity, the status of the legislation will always be taken at the time of the conclusion of the agreement. The company cannot be held liable for damage resulting from changed legislation after the conclusion of the agreement, unless the company should have known about the change at the time of the agreement.
 - 5) The user is obliged, unless this cannot be required of him due to circumstances, in good consultation, to give the company the opportunity, within a reasonable time of his accountable deficiencies for which the company is liable, to repair the deficiencies or limit/eliminate the consequential damage, without prejudice to the company's liability for damage as a result of the deficiencies.
 - 6) In determining the compensation in case of exceeding its authority of representation, in addition to the other relevant facts and circumstances, the extent to which the user benefits from the consequences of exceeding its authority is taken into account.
 - 7) If a specific person is called in or prescribed by or on behalf of the user, the company shall not be bound towards the user with respect to the activities of this specific person to a higher amount than, that which the company can bind this person complying with the terms and conditions agreed upon between the company and the person, as accepted or approved by the user. In case the provided person fails and the company has reasonably taken the necessary steps to obtain fulfilment and / or compensation, the user will reimburse the extra costs incurred for the company, insofar as these have not been reimbursed by the provided person. In return the company will, at the first request of the user, cede this claim to the provided person up to the amount reimbursed to him by the user.
 - 8) A compensation based on the above rules does not apply insofar as this compensation is unacceptable in the circumstances, by reason of reasonableness and fairness.

20. Complaints

- 1) The company has a sufficiently notified complaints procedure and handles the complaint in accordance with this complaints procedure.
- 2) Complaints about the execution of the agreement must be submitted to the company within 14 days, fully and clearly described, after the user has found the deficiencies. Complaints can be referred to the company by means of an unambiguous statement, with respect to the provisions in article 1 under g of these conditions.
- 3) Complaints submitted to the company are answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the company will reply within the period of 14 days with a notice of receipt and an indication when the user can expect a more elaborate answer.
- 4) If the complaint cannot be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.

21. Alterations in the General Terms and Conditions

- 1) The company has the authority to alter these general terms and conditions.
- 2) Alterations will only be binding for the user if the company has informed the user of the alterations to the general terms and conditions and fourteen days after such notification have passed, without the user giving the company notice in writing not to agree with the alterations.

22. Disputes

- 1) The agreements between the company and the user to which these general terms and conditions apply, are exclusively governed by Dutch law.
- 2) Any disputes between parties arising from this agreement shall, if not otherwise agreed between the parties, be submitted by the most diligent party to a competent Dutch judge of the place of business of the company.
- 3) If by judicial decision one or more articles of these conditions are declared invalid, other provisions of these general terms and conditions will remain in full force and company and consumer will enter into consultation in order to agree on new provisions to replace the void or nullified provisions to comply with, as far as possible, the purpose and intent of the void or voided provisions.
- 4) In case of discrepancies or differences in interpretation between the English and Dutch version of this Agreement, the original Dutch version will prevail.