

General Terms & Conditions

General Terms and Conditions (GTC) for using the housing platform on HousingAnywhere.com

(Last updated version: August 2024)

Article 1: Scope and Amendments of General Terms and Conditions

1.1. **Scope:** These General Terms and Conditions ("GTC") govern the use of the platform ("Platform") provided by HousingAnywhere B.V. and its affiliates through its websites and mobile applications. HousingAnywhere B.V., registered in the Dutch trade register (Handelsregister van de Kamer van Koophandel) under file number 58882693, offers these services ("HousingAnywhere" or "we").

1.2. Definitions:

1.2.1. **Articles:** The term "Article(s)" as used in these General Terms and Conditions refers to the articles of these General Terms and Conditions unless explicitly stated otherwise.

1.2.2. **Booking:** The term "Booking" refers to an agreement confirmed by the payment of the first installment and applicable fees by the Tenant to rent and occupy an Accommodation for a specified period.

1.2.3. **Booking Period:** The term "Booking period" refers to the specified period during which the Accommodation is booked on HousingAnywhere.

1.2.4. **Tenant Protection Fee and Service Fee:** The terms "Tenant Protection Fee" and "Service Fee" refer to the fee charged to the Tenant in addition to the first installment when an Accommodation is booked. The Tenant is obliged to pay the Tenant Protection Fee simultaneously with the first installment.

1.2.5. **Commission or Commission Fee:** The terms "Commission" or "Commission Fee" refer to the fee charged by HousingAnywhere to the Provider when the Provider's Accommodation is booked. The commission is deducted by HousingAnywhere from the first installment.

1.2.6. **Subscription Fee:** The term "Subscription fee" refers to the fee charged by HousingAnywhere to the Tenant when such Tenant has concluded a subscription with HousingAnywhere.

1.2.7. **Users:** "Users" refers to natural and legal persons who have either posted an advertisement for an Accommodation on the Platform or responded to an advertisement of an Accommodation.

- 1.2.8. **Provider:** "Provider" (also known as "Advertiser" or "Landlord") refers to users providing the Accommodation for rent to Tenants.
- 1.2.9. **Tenant:** "Tenant" refers to users renting the Accommodation from Providers.
- 1.3. **Platform Usage:** HousingAnywhere offers the usage of its Platform, particularly the use of the database, solely based on these General Terms and Conditions.
- 1.4. **User Acceptance:** By using the Platform, users agree to the validity of these General Terms and Conditions. Users include both Providers (landlords) and Tenants (renters).
- 1.5. **Compliance with National Laws:** By using our services, users confirm that they oblige the national laws and obligations of their country with respect to renting and subletting.
- 1.6. **Amendments to General Terms and Conditions:** HousingAnywhere reserves the right to amend these General Terms and Conditions. The amendments will become valid and enforceable seven (7) calendar days after the date of notification to the users. It is sufficient for this purpose that HousingAnywhere sends a notification concerning the new version of the General Terms and Conditions to the email address provided by the user for information purposes. By continuing to use the Platform after the date when the amendments become valid and enforceable, users irrevocably accept the amended General Terms and Conditions. In case of any inconsistencies between the information on the Platform and these General Terms and Conditions, the information on the Platform shall prevail.

Article 2: Performance by HousingAnywhere, Performance by Providers

- 2.1. **Platform Purpose:** HousingAnywhere acts as an intermediary that facilitates the booking of accommodations between Providers and Tenants. The Platform allows Providers to list their properties and Tenants to browse, select, and book these properties for mid-term or long-term stays. The Platform is an online marketplace where users can offer and rent properties or other types of accommodation Accommodation ("Accommodation").
- 2.2. **Communication Facilitation:** The Platform, accessible at www.HousingAnywhere.com, provides a space for Users to communicate and finalize agreements. HousingAnywhere itself does not offer or own any Accommodation; it solely acts as a communication platform for agreements between Users.
- 2.3. **Lease Contracts:** HousingAnywhere strongly recommends the use of a lease contract between the Provider and Tenant. To assist with this, HousingAnywhere offers a selection of example lease contracts for certain countries. These are provided as a resource for Users but are not mandatory. The choice to use any lease contract, whether it is one of HousingAnywhere's examples or a different one, remains solely with the Tenant and the Provider. HousingAnywhere does not require Providers to declare if they are using a different lease contract. Both the Provider and Tenant acknowledge that HousingAnywhere is not liable for any damages resulting from the use, faults, or

omissions of any lease contract, whether it is one provided by HousingAnywhere or otherwise.

- 2.4. **Lease Agreements:** Leases are exclusively between the Provider and the Tenant, and HousingAnywhere is not a party to these agreements. The Provider and the Tenant are fully responsible for fulfilling their contractual obligations under the lease. In the event of a default or dispute, it must be resolved directly between the Provider and the Tenant. HousingAnywhere will store and transmit the necessary contact information between both parties to facilitate communication.
- 2.5. **Content Responsibility:** HousingAnywhere does not verify 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. **Provider Terms and Conditions:** Providers can apply their own terms and conditions to the Accommodation they are renting, providing these terms do not conflict with HousingAnywhere's General Terms and Conditions.
- 2.7. **Compliance with Public Law:** Providers and Tenants are responsible for adhering to public law provisions, including municipal codes regarding property rental.
- 2.8. **Sublease Permissions:** Providers are responsible for ensuring they have legal permission to sublease their Accommodation.
- 2.9. **Required Documentation:** Providers are responsible for the arranging all necessary documents to rent out the Accommodation. These documents include, but are not limited to, licenses to (sub)rent from the Provider or municipality, (sub)rental contracts, etc.
- 2.10. **Provider Declarations:** By agreeing to these General Terms and Conditions, the Provider confirms that they:
 - Have obtained permission from the relevant authority (e.g., private owner, agent, or housing corporation) to rent out the Accommodation as specified in Article 2.8;
 - Have arranged all required documentation as specified in Article 2.9; and
 - Have informed their roommates, if applicable, about the rental arrangement.

Article 3: Registration, Realisation of the User Agreement, Contractual Declarations

- 3.1. **Registration Requirement:** Registration is required for users to utilize HousingAnywhere. Providers must register when listing their Accommodation online, and Tenants must register when responding to an Accommodation. Registration is free of charge and requires users to accept HousingAnywhere's General Terms and Conditions. The user

agreement between HousingAnywhere and the user is established upon acceptance of these General Terms and Conditions.

- 3.2. **Eligibility for Registration:** Registration is available only to natural persons, legal entities, and partnerships that possess full legal capacity. If registering on behalf of a legal entity or partnership, the registration must be completed by a natural person who has the authority to represent the entity or partnership and must be identified as such. Only individual persons can be named as the owner of a user account; joint accounts for married couples or families are not permitted.
- 3.3. **Accurate and Complete Information:** When registering, Users are required to provide accurate, up-to-date, and complete information as requested in the registration form. This information includes, but is not limited to:
- First and last name
 - Current physical address (not a P.O. box)
 - Valid email address
 - Where applicable, the name of the company and the authorized representative

Users are responsible for ensuring that their information remains accurate and current at all times. Creating multiple registrations under different usernames is prohibited. During the registration process, Users must also choose a secure password that will be associated with their email address.

- 3.4. **Receiving Contractual Declarations:** Users agree to receive contractual declarations and communications from HousingAnywhere at the email address provided during registration. It is the User's responsibility to ensure that their email address is valid and accessible for receiving such communications.

Article 4: User Obligations, User Account, System Integrity

- 4.1. **User Content Responsibility:** Users are solely responsible for all content they place on the Platform. Users must ensure that the content they post is lawful and refrain from actions that violate any applicable laws.
- 4.2. **Accuracy of Provider Listings:** The Provider is responsible for ensuring that the Accommodation offered is described correctly and completely, including, but not limited to, all amenities, features, fees, and availability. The property should be provided in a clean, pest-free state, and free from mould at the time of move-in. The Provider must provide the information in the Platform's required fields and add any additional information in the listing description so that the Accommodation and the offer are described with sufficient accuracy.
- 4.3. **Authenticity of Photos:** The Provider agrees that all photos uploaded must be authentic, legally owned and accurately represent the Accommodation. Any differences between

the photos and the property at move-in should be due only to normal wear and tear. A minimum of five high-quality photographs is required, showcasing all rooms and key features. Photos must be free from branding. Images including peoples faces must have the individuals explicit consent. We may remove any images violating these terms without prior notice, and the user may be removed or disabled from the platform.

- 4.4. **Additional Provider Conditions:** Providers are free to stipulate additional conditions, such as the amount of any deposit or the cost of final cleaning. However, once an offer has been accepted by a Tenant, the Provider cannot make any changes to these conditions or to the details of the Accommodation listing. Users must ensure that the information in their user account remains accurate and up-to-date at all times. Any changes must be promptly updated, and the Accommodation listing should be removed from the Platform once a rental agreement has been reached between the Tenant and Provider. User accounts are personal and non-transferable.
- 4.5. **Account Security:** Users are responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their account. To enhance security, HousingAnywhere strongly recommends that users enable two-factor authentication (2FA) to provide an additional layer of protection against unauthorized access. HousingAnywhere cannot be held liable for any unauthorized access to user accounts.
- 4.6. **Liability for Account Actions:** Users are liable to HousingAnywhere for all actions taken through their account, regardless of whether the misuse of the account was the user's fault.
- 4.7. **Notification of Unauthorized Access:** If a user becomes aware that their account has been accessed by unauthorized third parties, they must notify HousingAnywhere immediately. HousingAnywhere reserves the right to block the user's account until the issue has been resolved.
- 4.8. **Prohibition of Off-Platform Contacts:** HousingAnywhere reserves the right, without prior notice, to charge the expected commission fee and to remove or disable access for any user who posts, sends, publishes, or transmits personal contact information that could lead to off-Platform communication (e.g., personal bank account details, phone numbers, email addresses, etc.). Any outstanding amounts must be paid within seven (7) business days for the account to be reinstated.
- 4.9. **Identity Verification:** Each user is responsible for independently verifying their own identity. HousingAnywhere accepts no liability for the accuracy of user contact information entered on the Platform.
- 4.10. **System Integrity:** Users are required to configure their systems and programs in a manner that does not compromise the security, integrity, or availability of HousingAnywhere's services. Users must not block, modify, or interfere with content generated by HousingAnywhere, or engage in any actions that contravene the purpose of

the user agreement. HousingAnywhere reserves the right to implement necessary measures, as described in Article 15, to maintain system integrity.

- 4.11. **Use of Contact Data:** Users must not use addresses, contact data, or email addresses obtained through the Platform for any purpose other than contractual communication related to Accommodation rentals. These details must not be shared with unauthorized persons or used for sending unsolicited advertisements unless explicit consent has been granted by the user in question.
- 4.12. **Prohibition of Spam:** Users are prohibited from sending mass messages with the same content via the Platform. Spamming or any similar harassing actions towards other users or third parties are strictly prohibited.
- 4.13. **Archiving Information:** Each user is responsible for archiving any information viewed on the Platform and stored by HousingAnywhere that may be required for evidence preservation, accounting, or other purposes, on a storage medium independent of HousingAnywhere.
- 4.14. **Disclosure of Contact Details:** HousingAnywhere will not disclose users' contact details to any third party, except to partner institutions, other companies within the HousingAnywhere group, or as required by law. Certain partner institutions, such as universities or other educational bodies, may request an overview of Accommodations rented out in their city. This information is shared to help these institutions forecast Accommodation demand and monitor for potential student misuse.
- 4.15. **Violation of Terms:** If a user violates these General Terms and Conditions, HousingAnywhere reserves the right to take appropriate action. This may include excluding the user from the Platform, deleting their content, or taking other measures as outlined in Article 13. HousingAnywhere may also take legal action to enforce its rights to compensation or other remedies.
- 4.16. **Booking Integrity:** Providers must honor all confirmed bookings on the platform. If a booking cannot be fulfilled, the provider is responsible for securing alternative accommodation for the tenant to avoid cancellations. Cancellation fees will apply as outlined in Article 15.12, reinforcing the importance of minimizing such situations.
- 4.17. **Handling Property Differences:** Providers are required to address any differences between the advertised property and the actual property provided at move-in. An action plan to resolve these discrepancies must be communicated to the tenant during the move-in period. All identified issues should be fully resolved within 10 business days to ensure tenants receive the accommodation they were promised.
- 4.18. **Ensuring Cleanliness:** Providers must address and rectify any cleanliness concerns reported during the move-in period within 5 business days. This ensures that tenants are welcomed into a clean and habitable environment, which is crucial for their satisfaction.

- 4.19. **Quality Maintenance:** Providers are expected to maintain an average review rating of no less than 3 stars for move-in and tenancy experiences. This encourages continuous improvement by requiring providers to address issues highlighted in tenant reviews, promoting accountability and a commitment to quality.
- 4.20. **Timely Communication:** Providers must respond to tenant communications and messages from the HousingAnywhere team within 2 business days, preferably sooner. This requirement ensures prompt attention to any issues or concerns, enhancing the overall tenant experience.
- 4.21. **Disclosure of Contract:** Providers are responsible for informing tenants about when they can expect their contract, with specific timelines depending on the booking date. For bookings made more than a month before the move-in date, tenants should be notified at least one month in advance. For bookings made within a month of the move-in date, this information should be provided within 2 business days and always before the move-in date. All contracts must comply with local regulations.

Article 5: Handling of Content and Rights

- 5.1. **Media Presentation:** Providers can present Accommodations to potential Tenants using various media within the Platform's functionality. To ensure legal compliance and to avoid liability for both the user and HousingAnywhere, certain rules must be followed. These rules are based on laws protecting copyrights, trademarks, and the stipulations of these General Terms and Conditions.
- 5.2. **Content Storage and Responsibility:** HousingAnywhere stores multimedia content uploaded by users (e.g., images, text) or provides the necessary storage space and access to it. Users are solely responsible for the content they upload and must indemnify HousingAnywhere against any third-party claims resulting from their content. This indemnification covers all associated costs, including legal defense and indirect costs.
- 5.3. **Compliance with Laws:** Users must ensure that their uploaded content complies with all applicable laws, regulations, and third-party rights, including but not limited to copyrights, personality rights, and data protection rights. Users are prohibited from uploading content that is illegal, obscene, pornographic, glorifies violence, or incites racial hatred. This rule also applies to any electronic communications sent via the Platform.
- 5.4. **Right of Use:** By uploading multimedia content to the Platform, users grant HousingAnywhere a free, revocable, unlimited, and non-exclusive right to use, process, and distribute this content. This right can be sublicensed and includes making the content publicly available offline, in print, electronically, or via wired or wireless connections. It also encompasses integration into advertising media on websites of HousingAnywhere's contractual partners.

- 5.5. **Use of User Communications:** HousingAnywhere may use any comments, information, images, or ideas shared by users in communications with HousingAnywhere without compensation or acknowledgment. These can be used for any purpose, including product development, marketing, and service improvements. All such information will be considered non-confidential and non-proprietary.
- 5.6. **Reading User Messages:** Users explicitly agree that HousingAnywhere may access and read messages exchanged between users on the Platform. This access is intended to improve user experience, resolve disputes, and for other purposes deemed appropriate by HousingAnywhere.
- 5.7. **Republishing Content:** Users agree that HousingAnywhere has the right to republish and use any content posted by users on the Platform. While HousingAnywhere will generally attempt to provide a link back to the user's page when reposting on third-party sites (e.g., Facebook), users waive all moral rights to the content placed on the Platform.
- 5.8. **Profile Picture Use:** Users explicitly permit HousingAnywhere to display their profile pictures on www.housinganywhere.com as part of their user profile.
- 5.9. **Copyright Protection:** All content on HousingAnywhere's Platform is protected by copyright. The Platform is intended for individual use through a web browser. The use of technologies such as web spiders, crawlers, or similar tools for mass accessing or saving Platform content, including screen scraping and other third-party services, is prohibited.
- 5.10. **Violations and Content Deletion:** If a user violates these General Terms and Conditions or HousingAnywhere's content guidelines, HousingAnywhere reserves the right to refuse, delete, or block content without prior notice. HousingAnywhere may also delete the user's profile or associated pages. In such cases, the user has no right to recover their deleted content or user profile.

Article 6: Availability and Amendment of the Website

- 6.1. **No Guarantee of Permanent Use:** Users do not have a legal claim to continuous or permanent access to the Platform. HousingAnywhere is not obligated to ensure that the Platform is available or accessible at all times. However, HousingAnywhere strives to keep the Platform operational with minimal disruptions and to continue enhancing its features based on user needs.
- 6.2. **Temporary Restrictions:** HousingAnywhere reserves the right to temporarily restrict access to the Platform if necessary for reasons related to security, system integrity, capacity limitations, or technical maintenance (e.g., upgrades, repairs). When possible, HousingAnywhere will take into account the legitimate interests of users and provide advance notice of any expected disruptions.

Article 7: Liability for Third-Party Sites

- 7.1. **Third-Party Links:** The Platform may include links to external websites maintained by third parties. The content on these third-party websites is not controlled or monitored by HousingAnywhere, and HousingAnywhere assumes no responsibility for their content. These links are provided solely to assist users with navigation, and the inclusion of such links does not imply endorsement of the content or views expressed on the linked websites. HousingAnywhere explicitly distances itself from all content on third-party websites linked to from the Platform.
- 7.2. **Third-Party Content Responsibility:** The owners of the third-party websites linked from the HousingAnywhere Platform are solely responsible for the content on their sites, as well as any goods or services offered for sale through those sites.

Article 8: Secure Booking Service, Payment, Invoice and Commission

- 8.1. **Invitation to Submit Offers:** By listing an Accommodation on the HousingAnywhere Platform, the Provider is extending an invitation for users to submit offers. An agreement is formed when the Provider accepts an offer, provided that the Tenant has not withdrawn the offer before acceptance.
- 8.2. **Rental Period:** The rental period is the duration for which the Tenant rents the Accommodation from the Provider. This period can vary, with a minimum duration of 1 month and no maximum limit. The rental contract must be compliant with all applicable local laws and regulations governing rental agreements in the location where the Accommodation is situated..
- 8.3. **Booking Method:** Upon confirmation of the agreement on the Platform, HousingAnywhere provides a secure booking method to the Tenant. HousingAnywhere holds the payment in a secure third-party account until 48 hours after the rent start date, as referenced on the Platform. After this period, HousingAnywhere will transfer the first installment to the Provider. HousingAnywhere acts as a third-party custodian to help prevent scams.
- 8.4. **Mandatory Secure Booking Service:** All users of the Platform are required to use HousingAnywhere's secure booking service. The Provider must charge and receive the first installment through HousingAnywhere, and not via any other means outside the Platform.
- 8.5. **Mandatory Secure Deposit Service and Pre-Move-In Charges Service:** All users of the Platform are required to use HousingAnywhere's secure service for the collection of security deposits, administration fees, and any other charges that are due before the Tenant moves into the Accommodation. The Provider must collect and manage these payments, including the security deposit, exclusively through HousingAnywhere, and not via any other means outside the Platform. This ensures that all pre-move-in payments are

handled securely, providing protection for both the Tenant and the Provider throughout the rental process.

8.6. Payment Procedure: Once an agreement is made and the payment process is initiated, the Tenant will receive a payment link from HousingAnywhere. The payment will be processed through a secure third-party bank account. If no changes are requested by the Tenant within 48 hours after the move-in date, HousingAnywhere will transfer the rent amount to the Provider. However, in certain cases, HousingAnywhere may delay the payment transfer beyond 48 hours, such as when the booking occurs one week or less before the move-in date. In such cases, the payment may be transferred 7 days after the move-in date.

8.7. Provider Responsibilities:

8.7.1. Correct Bank Details and KYC Compliance: The Provider must ensure that the correct IBAN/BIC bank account details are provided. Before any payment can be made, the Provider is required to undergo a Know Your Customer (KYC) verification process to confirm their identity and bank account details. HousingAnywhere will transfer the rent to the verified bank account and is not liable if the account information provided is incorrect. HousingAnywhere's responsibility ends once the payment is transferred to the verified account. The Provider assumes all risks related to incorrect bank details or failure to complete the KYC process.

8.7.2. Identity Verification: Providers must complete the identity verification process as detailed in Article 16 before they can list any Accommodation on the Platform. This includes providing valid identification and other documentation as required by HousingAnywhere.

8.7.3. Legality and Accuracy of Content: The Provider must ensure that the description and images of the Accommodation comply with legal requirements and do not infringe on third-party rights. The content must accurately represent the Accommodation being offered.

8.7.4. Updating Accommodation Status: Once an Accommodation is successfully booked, the Provider must update the listing status accordingly or remove it from the Platform.

8.7.5. No Third-Party References: Content uploaded to the Platform must not include references to third-party content.

8.7.6. Compliance with Public Law: The Provider must comply with all applicable public law regulations, including those related to payment, factoring, and tax obligations. HousingAnywhere reserves the right to verify the offer and request corresponding documentation.

8.7.7. Compliance with Legal Obligations: Providers must comply with all relevant legal obligations, including those under the European Union Directive 2021/514 (DAC7). Providers are required to provide accurate and complete information, such as tax identification numbers and other necessary details, to ensure HousingAnywhere can fulfill its reporting obligations to tax authorities..

8.7.8. **No Price Changes or Additional Charges Post Request:** Once a Tenant has requested to rent the Accommodation, the Provider is not allowed to increase the price from what was stated in the original advertisement or add any additional charges. The terms and pricing in the original advertisement must remain consistent throughout the booking process to ensure transparency and fairness for the Tenant.

8.8. User Offers:

8.8.1. **Making Offers:** Any user interested in renting an Accommodation listed on the Platform can respond via the Platform.

8.8.2. **Purpose of Offers:** Offers submitted via the Platform must be solely for the purpose of reaching an agreement to lease the Accommodation. Other purposes, such as contacting Providers for advertising, redirecting users to other housing websites, or using automated processes to collect information, are prohibited.

8.8.3. **Prohibition of Circumvention:** Users are prohibited from circumventing the booking and payment processes, including avoiding the Tenant Protection Fees. Providers who attempt to circumvent these processes may be subject to fines of up to one month's rent.

8.8.4. **Penalty for Misuse:** Users who submit offers for purposes other than renting the listed Accommodation will be subject to a fine of €1000 per misuse.

8.9. Payment Process Provisions:

8.9.1. **Binding Agreement:** Once a booking is confirmed, the agreement becomes binding based on the total price displayed at the time of booking. This includes the first installment and the Tenant Protection Fee, which consists of both an administration and property-based component. HousingAnywhere will send a summary of the total price to the user after booking.

8.9.2. **Agreement Performance:** Users agree that any agreement concluded with HousingAnywhere is considered to commence immediately after the agreement is made. Users waive the right to terminate the agreement within 14 days as permitted under article 6:230o of the Dutch Civil Code, except as allowed under mandatory law. If a User who is a consumer terminates the agreement within 14 days, they remain liable for a pro-rata payment of all fees due based on the period from the agreement date until the termination date.

8.9.2.1. **Subscription Fee Agreement:** For subscription plans, the agreement begins as soon as payment is made, and the service starts. The user

is obligated to pay the subscription fee, and if a booking is confirmed, the full amount remains due regardless of cancellation.

- 8.9.2.2. **Tenant Protection Fee Agreement:** Once a booking is confirmed, the service is fulfilled, and the first installment along with the Tenant Protection Fee is always due, except when a refund is applicable under Article 15.
- 8.9.2.3. **Service Fee Agreement:** For service fees, the agreement is concluded and binding as soon as payment is made, with the service considered delivered.
- 8.9.3. **Consecutive Month Services:** For service fees, the agreement is concluded and binding as soon as payment is made, with the service considered delivered.
- 8.9.4. **Tenant Protection Fee Changes:** HousingAnywhere reserves the right to adjust the Tenant Protection Fees at any time. Such changes will not affect agreements already concluded, and the Tenant will be notified of any fee adjustments in a timely manner.
- 8.9.5. **Business Model Changes:** HousingAnywhere reserves the right to modify its business model, including introducing additional fees for Providers or implementing subscription plans for Tenants.
- 8.9.6. **Payment Method and Debt Collection:** The Tenant must complete the payment using the method chosen during the booking process. HousingAnywhere retains the Tenant Protection Fee and commission, while the remaining amount (minus the commission) is transferred to the Provider. If debt collection fails, the Tenant is responsible for paying HousingAnywhere the applicable statutory interest, as well as full compensation for extrajudicial costs under Dutch law.
- 8.9.7. **Commission Charges:** HousingAnywhere charges Providers a commission, which is detailed in Article 8.16.
- 8.9.8. **Non-Transferable Rights:** Users' rights to receive payments from HousingAnywhere cannot be transferred to third parties.
- 8.9.9. **Payment Service Provider and Currency Exchange:** HousingAnywhere uses a third-party payment service provider, which determines the exchange rate in cases involving different currencies. In the event of a refund, the exchange rate on the day of the refund will be applied, and the Tenant is responsible for any bank transaction or currency conversion fees. Users must ensure that HousingAnywhere receives the correct amounts in the specified currency. Users bear all exchange rate risks, including fluctuations.

- 8.10. **Invoicing:** Upon request, the Provider must issue the Tenant an invoice for the total rental price, including any additional costs (e.g., utilities, cleaning fees) and any applicable deposit. HousingAnywhere will provide the Provider with an invoice for the commission fee, including any applicable sales tax or indirect taxes as required by law. The Provider is the billing party for the rent, additional costs, and deposit, while HousingAnywhere is the billing party for the Tenant Protection Fee.
- 8.11. **Business Capacity and Tax Obligations:** Unless HousingAnywhere is informed otherwise, it is assumed that the Provider operates in a business capacity and is aware of their tax obligations. HousingAnywhere may request evidence of the Provider's business status and compliance with tax obligations.
- 8.12. **Additional On-Site Costs:** The Provider reserves the right to charge additional on-site costs based on consumption (e.g., electricity, water, heating). These costs must be communicated to the Tenant before the agreement is concluded and are not included in the Tenant Protection Fee calculation.
- 8.13. **Signing a Contract:** HousingAnywhere strongly advises Users to sign a formal contract when renting an Accommodation.
- 8.14. **Commission Charges:** As outlined in Article 8.8.7, a commission is charged for every booking. The commission amount is either agreed upon during the sign-up process or as determined by one of HousingAnywhere's Account Managers.
- 8.15. **Standard Commission Rate:** The commission for the standard services of HousingAnywhere to the Provider is 25% of the first payment that a Tenant made for the Booking of the Accommodation through the HousingAnywhere platform, unless agreed otherwise in writing with HousingAnywhere. The commission will be withheld from the payout by HousingAnywhere.
- 8.16. **Right to Change Commission Plans/Charges:** HousingAnywhere reserves the right to modify or change its commission plans and charges at any time. Any such changes will override any previously agreed-upon pricing, rendering all pre-agreed pricing void. Providers will be notified of these changes in advance, and the new commission rates will apply to all bookings made after the change takes effect.
- 8.17. **Value Added Tax (VAT) and Sales Tax:** VAT and Sales Tax are NOT included in the rent price or commission fee and are calculated on top of these amounts.
- 8.18. **Commission Calculation Example:**
- **Commission:** $0.25 \times \text{Monthly rent}$
 - **Total Due Amount on the Invoice:** Commission + VAT/Sales Tax

Article 9: Subscriptions

- 9.1. **Basic Use:** The basic use of HousingAnywhere before a booking takes place is free of charge, except for those geolocations indicated on the Platform where subscriptions with subscription fees apply instead of Tenant Protection Fees.
- 9.2. **Subscription Requirement:** Tenants wanting to initiate a conversation with a Provider in a region where subscriptions are enabled must first acquire a subscription.
- 9.3. **Subscription Prices:** The prices for the subscriptions are listed on the Platform and are visible to users searching for Accommodation in any of the areas where subscriptions are enabled.
- 9.4. **VAT Inclusion:** Unless expressly specified otherwise, the subscription plan prices referred to by HousingAnywhere include VAT.
- 9.5. **Rate Changes:** HousingAnywhere reserves the right to change the rates of the subscription plans once per subscription period, provided this change does not occur within 3 months of concluding the subscription agreement for the relevant subscription period. HousingAnywhere will announce any rate changes by email at least thirty (30) calendar days prior to their effective date. Users who are consumers have the right to terminate the subscription agreement effective from the date the changes take effect by providing written notice to HousingAnywhere before that date. Continued use of the subscription after the effective date will be considered acceptance of the new rates or terms.
- 9.6. **Payment Methods:** Payment of the subscription shall occur using one of the available payment methods selected by the user on the Platform. After the first subscription period, the due amount will be collected within 3 business days after each subscription renewal.
- 9.7. **Electronic Billing:** The user agrees to receive electronic billing from HousingAnywhere. Invoices will be sent to the email address provided by the user during registration.
- 9.8. **Subscription Activation and Renewal:** The subscription becomes effective as soon as the payment has been received by HousingAnywhere. At the end of each subscription period, the subscription will automatically renew for the same duration unless either party terminates the subscription with the notice period mentioned in Article 9.9. If the subscription period is longer than 1 month, a Tenant who is a consumer may terminate the subscription at any time after the renewal, with a notice period of 1 month.
- 9.9. **Renewal Notification:** HousingAnywhere will notify the user of the upcoming subscription renewal date prior to the billing day. The user can cancel the subscription in accordance with Article 15.17.1 at any point no less than 24 hours before the renewal date.

- 9.10. **Late Payment:** If the payment deadline passes without receipt of payment, HousingAnywhere reserves the right to automatically and immediately limit the user's subscription in a manner it reasonably deems fit, such as by preventing or restricting access to the account.
- 9.11. **Outstanding Payments:** If HousingAnywhere is unable to collect the amount due, and/or in the case of outstanding payment, the user is required to pay the applicable statutory interest (wettelijke rente) and full compensation of the extrajudicial costs (buitengerechtelijke incassokosten) as determined and calculated according to Dutch law, in addition to the original amount due.
- 9.12. **Non-Refundable Subscription Fee:** The subscription fee is due regardless of whether the Tenant finds any Accommodation through the Platform during the subscription period, and irrespective of whether the Accommodation found meets the Tenant's satisfaction. HousingAnywhere will only refund the subscription fee and/or the first installment if explicitly provided for in these General Terms and Conditions or as required under applicable mandatory Dutch law (dwingend recht). Refunds will not be provided in other circumstances, including if the Tenant finds Accommodation sooner than expected, is unable to find Accommodation during the subscription period, or for any reasons stated in Article 15.16.2.
- 9.13. **Right to Change Subscription Plans:** HousingAnywhere reserves the right to modify or change its subscription plans and associated charges at any time. Any such changes will override any previously agreed-upon pricing, rendering all pre-agreed pricing void. Providers and Tenants will be notified of these changes in advance, and the new subscription rates will apply to all subsequent subscription periods after the changes take effect.

Article 10: Security Deposit

- 10.1. **Charging a Security Deposit:** Providers are allowed to include a security deposit in their offer. After the tenant fulfills their booking obligations, the provider must communicate instructions for deposit payments and deadlines at least one month before the move-in date. For last-minute bookings, these details should be provided within 2 business days of payment and always before the move-in date. If the provider requires the security deposit to be paid on the day of arrival, the amount and payment method must be clearly stated in the offer beforehand. The exact amount of the security deposit must be specified prior to the booking being made.
- 10.2. **Mandatory Secure Deposit Service:** All users of the Platform are required to use HousingAnywhere's secure deposit service, where applicable. The Provider must collect and manage the security deposit through HousingAnywhere, and not through any other means outside the Platform. This ensures that the deposit is handled securely, protecting both the Tenant and Provider throughout the rental process.

- 10.3. **Changes to Security Deposit Terms:** If the Provider did not mention the security deposit when advertising their Accommodation but later demands one, 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, and the Provider is obligated to refund the Tenant. If the Provider repeatedly fails to disclose the security deposit in the original listing and subsequently demands one, they will be considered a repeat offender. In such instances, HousingAnywhere reserves the right to charge the Provider a penalty fee equivalent to 10% of the first month's rent, which will be invoiced accordingly.
- 10.4. **HousingAnywhere's Non-Responsibility:** HousingAnywhere is not responsible for the administration of security deposits or for any claims asserted by the Provider, except as outlined in the secure deposit service.
- 10.5. **Refunding the Security Deposit:** Providers must clearly communicate the process for refunding the security deposit to the tenant by the end of the move-in period. The provider is responsible for returning the security deposit to the tenant at the end of the lease. If the provider decides to withhold all or part of the security deposit, they must comply with all relevant laws and regulations. The provider is solely responsible for informing the tenant of the reason for withholding the refund and must provide supporting evidence to justify the decision.

Article 11: Duration, Termination

- 11.1. **Indefinite Agreement:** The agreement between the user and HousingAnywhere is concluded for an indefinite period.
- 11.2. **User Termination:** The user may terminate the agreement at any time without notice. However, any existing leases between the user and other users remain unaffected by the termination of the user agreement. This also applies to any outstanding claims for the payment of Tenant Protection Fees. For subscriptions, termination conditions are outlined in Article 9.9.
- 11.3. **HousingAnywhere Termination:** HousingAnywhere may terminate the user agreement at any time with two weeks' notice. Notification via email is sufficient for this purpose. However, HousingAnywhere reserves the right to terminate the agreement immediately without notice if there is just cause, such as a significant breach of these General Terms and Conditions, illegal activity, or other serious violations.
- 11.4. **Just Cause Termination and Blocking Rights:** HousingAnywhere retains the right to block a user's account, terminate the agreement for just cause, or exercise any individually agreed rights of termination. Just cause for termination or blocking includes, but is not limited to:

- 11.4.1. **Non-Payment:** The user fails to meet a significant payment obligation, in whole or in part, despite having received a reminder with an appropriate deadline.
- 11.4.2. **Violation of Obligations:** The user violates their obligations under these General Terms and Conditions and fails to remedy the breach despite having received a reminder with a timely deadline. In cases where a reminder is unlikely to be effective or the breach is severe enough that maintaining the agreement would be unreasonable, a reminder is not required.
- 11.4.3. **Legal or Official Restrictions:** Changes in law, court orders, or official requirements that make it impossible to offer the Platform in its current form.
- 11.4.4. **Discontinuation of Services:** HousingAnywhere decides to discontinue its Platform or business activities.
- 11.4.5. **Insolvency:** Insolvency proceedings are initiated against the user's assets due to a lack of funds.

Article 12: Measures in the Event of Illegal Conduct and/or Breach of Agreement by the User

- 12.1. **Actions for Violation:** If there are specific indications that a user is culpably violating legal provisions, third-party rights, or these General Terms and Conditions, or if HousingAnywhere has a legitimate interest, particularly in protecting its users against fraudulent activities, HousingAnywhere may take one or more of the following actions, including termination without notice:
 - 12.1.1. **Warning:** Issue a warning to the user.
 - 12.1.2. **Content Deletion:** Remove the user's offers or other content from the Platform.
 - 12.1.3. **Usage Restrictions:** Restrict the user's access to and use of the website.
 - 12.1.4. **Exclusion:** Temporarily or permanently exclude (block) the user from the website.
 - 12.1.5. **Lease Cancellation:** Cancel existing leases on behalf of the Provider without considering any otherwise applicable cancellation policies and reject the user's offers to conclude a lease on behalf of the Provider.
- 12.2. **Consideration of User Interest:** When choosing these measures, HousingAnywhere will take into account the legitimate interests of the user in question.
- 12.3. **Effect on Existing Leases:** Leases that have already been concluded between the user and other users are not affected by the deletion of an offer. This also applies to claims for

the payment of Tenant Protection Fees that are already due. An effective lease does not arise if HousingAnywhere deletes an offer before it is accepted.

- 12.4. **Permanent Blocking:** HousingAnywhere reserves the right to permanently block a user under the following circumstances. Where reasonable, HousingAnywhere will provide prior warning to give the user an opportunity to address the issue or take remedial action. However, if a prior warning is deemed unreasonable—such as when blocking is necessary to prevent damage to HousingAnywhere or another user—the user will be informed immediately after the blocking and given an opportunity to comment and take remedial action. The right to permanently block a user exists if:
- 12.4.1. **Incorrect Contact Information:** The user has provided incorrect contact information in their user account, particularly an incorrect or invalid email address.
 - 12.4.2. **Account Transfer:** The user has transferred their account to another party.
 - 12.4.3. **Harm to Other Users:** The user has significantly harmed other users, particularly through damage, destruction, or theft of Accommodations and/or furnishings.
 - 12.4.4. **Just Cause:** There is just cause due to similar risk and responsibility of the user.
- 12.5. **No Right to Restore Blocked Account:** Once HousingAnywhere has permanently blocked a user, the user is not entitled to have the blocked account restored. Additionally, the user will no longer be permitted to use the website with other accounts or to re-register on the Platform.
- 12.6. **Liability for Damages:** The user is liable for any damages incurred by HousingAnywhere resulting from a violation of these General Terms and Conditions. HousingAnywhere reserves the right to recover damages from the user. Furthermore, the user agrees to indemnify and hold HousingAnywhere harmless from any third-party claims arising from the user's infringement of these General Terms and Conditions.
- 12.7. **Non-Compliance with DAC7:** Failure to comply with DAC7-related information requests may result in account suspension, withholding of payments, or other legal actions. HousingAnywhere reserves the right to take necessary measures to ensure compliance with DAC7 and other applicable laws..

Article 13: Conversations via HousingAnywhere

- 13.1. **Data Collection:** HousingAnywhere collects data from conversations that occur on our messaging Platform via the inbox window on the HousingAnywhere website. The primary purpose of collecting this data is to prevent fraud and ensure the security of our users. For more detailed information about how and why we collect this data, please refer to our [Privacy policy](#).

- 13.2. **Compliance with Laws:** All information collected, used, and retained by HousingAnywhere through the website will be handled in strict compliance with applicable laws and regulations, ensuring the privacy and protection of user data.

Article 14: HousingAnywhere Liability

- 14.1. **Full Liability:** 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. **Limited Liability for Other Damages:** 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. **No Liability for Tenant-Provider Contracts:** As HousingAnywhere is not a party to any contractual relationship between the Tenant and the Provider, HousingAnywhere accepts no liability for contracts for Accommodation.
- 14.4. **Complaint Handling Within 48 Hours:** Until the expiration of the first 48 hours from the date of the start of the Booking as mentioned on the Platform, HousingAnywhere offers the option of contacting HousingAnywhere with a complaint if there are any problems regarding the HousingAnywhere website, Accommodation, Provider, or Tenant. In such a case, the complaint must be provided in written form (e-mail). In this complaint, the User must specifically indicate the grounds for the complaint. HousingAnywhere will review the evidence received and will attempt to liaise between the Tenant and Provider.
- 14.5. **Complaints After 48 Hours:** HousingAnywhere will not provide the assistance specified in Article 14.4 if the complaint is received by HousingAnywhere after the expiration of the first 48 hours from the date of the start of the Booking as mentioned on the Platform.

Article 15. Cancellation and Refund Policy for Accommodation

- 15.1. **Cancellation Policy Types:** HousingAnywhere offers two types of cancellation policies for Accommodation: Strict and Flexible. By default, all listings are assigned a Strict cancellation policy.
- 15.2. **Selection Of Policy:** Providers can choose the cancellation policy they wish to apply to their listings. The selected policy will be visible to users on the listing's page and in the conversation page. The cancellation policy that applies to a booking is the one in effect at the time the conversation between the Tenant and the Provider began.
- 15.3. **Cancellation Requests:** All cancellation requests must be submitted exclusively through the cancellation form available on the conversation page.

- 15.4. **Timing of Cancellation Requests:** A cancellation request must be received by HousingAnywhere before the end of the first 48 hours following the move-in date. This period expires at midnight on the day after the move-in date registered on the Platform.
- 15.5. **Post-48 Hours Cancellation:** Once the 48-hour period has passed, HousingAnywhere is no longer involved in executing the agreement between the Tenant and the Provider. After this time, refunds are not available unless the Tenant reported an issue with the Accommodation that qualifies for a refund under these General Terms and Conditions.
- 15.6. **Evidence Gathering:** Neither party should obstruct the other from gathering necessary evidence (e.g., pictures, videos, etc.) to support their claim in the event of a dispute.
- 15.7. **HousingAnywhere's Responsibility:** HousingAnywhere is only responsible for processing the first installment and the Tenant Protection Fee collected at the time of the initial booking confirmation. HousingAnywhere is not responsible for processing any other payments, such as deposits, utility bills, or subsequent monthly rents.

Cancellation by Tenants

15.8. Strict Cancellation Policy:

- 15.8.1. **No Refunds:** Under HousingAnywhere's strict cancellation policy, if the Tenant decides not to use the Accommodation after an agreement has been made, there will be no refund of the Tenant Protection Fee unless there are eligible grounds for a refund as specified in Article 15.17.2 of our Terms & Conditions.
- 15.8.2. **No-Show or Non-Occupancy:** If the Tenant does not show up or does not take the Accommodation, HousingAnywhere will transfer the first installment to the Provider to compensate for the loss related to not renting the Accommodation. The Tenant Protection Fee will not be transferred; HousingAnywhere is entitled to retain this as compensation for its services, and the Provider's commission will also be retained.
- 15.8.3. **Provider's Discretion for Refund:** If the Tenant decides not to take the Accommodation after the booking, they can ask the Provider if they are willing to refund the first installment. It is up to the Provider to agree or not. If the Provider agrees to refund the first installment, they should inform HousingAnywhere. If HousingAnywhere has already transferred the money to the Provider, 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. **Dispute Resolution:** In case of a dispute between the Tenant and the Provider, HousingAnywhere advises the parties to resolve it themselves. If this proves impossible, the parties can provide HousingAnywhere with information and proof of the dispute. After considering all provided information, HousingAnywhere will make a binding decision.

15.9. Flexible Cancellation Policy

15.9.1. **Applicability:** This policy is only applicable to listings that have opted in. Providers can set the cancellation policy when creating the listing. If the policy is edited later, 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. **Refund Conditions:** Under HousingAnywhere's flexible cancellation policy:

- If the cancellation request is made more than 30 days before the move-in date, the Tenant will receive a full refund of the first installment.
- If the request is made between 30 and 7 days before the move-in date, the Tenant will receive a 50% refund of the first installment.
- If the cancellation request is made less than 7 days before the move-in date, no refund will be granted.
- In all cases, the Tenant Protection Fee is not refundable except in the circumstances mentioned in Article 15.17.2.

Cancellation by Provider

15.10. **Cancellation Requests:** Cancellation requests by Providers should take place exclusively through the cancellation form on the conversation page.

15.11. **No Penalty-Free Cancellation:** Providers who cancel a booking after confirmation will be subject to penalties as outlined in the applicable cancellation policy, with no exceptions for cancellations made within any specific time frame. No payout to the Provider will be processed in the event of a cancellation.

15.12. **Penalties for Provider-Initiated Cancellations:** If a Provider cancels a booking after the first 24 hours following confirmation due to circumstances attributable to the Provider, the Provider's listing will immediately be moved to the end of the list on the search page for the relevant city for a period of 2 weeks. Additionally, HousingAnywhere will charge the Provider a penalty fee equivalent to 10% of the first month's rent from the canceled booking. This penalty fee will be invoiced directly to the Provider.

15.13. **Tenant-Initiated Cancellations:** If a Tenant cancels a booking after the first 24 hours following confirmation due to circumstances attributable to the Provider (e.g., charging a higher price than advertised, or the Accommodation not having the material characteristics included in the advertisement), the multi-stage penalty in Article 15.12 will also apply, and no payout to the Provider will be processed.

15.14. **Provider Notification:** The Provider will be informed in writing or by email when a penalty is applied.

15.15. **Accommodation Condition:** The Accommodation must be delivered to the Tenant in a clean and hygienic state. If the Tenant arrives and finds the Accommodation not in a

suitably clean condition, the Provider risks having the payment put on hold until the issue is resolved, or the booking and payment may be canceled. The Tenant must provide evidence of these unsuitable conditions (e.g., photos). HousingAnywhere will determine if the conditions warrant a delay or cancellation of the payment. Additionally, if the Provider is found to be non-compliant with this requirement, they may be charged a penalty fee as outlined in Article 15.12.

- 15.16. **No Price Increases:** Once a Tenant has requested to rent the Accommodation, the Provider is not allowed to request a higher price than what was stated in the original advertisement. Any attempt to increase the price may result in the Provider being charged a penalty fee, as described in Article 15.12.

Refund Policy

15.17. Refund Conditions:

15.17.1. **Exclusive Cancellation Form:** Cancellation requests should be made exclusively through the cancellation form on the conversation page.

15.17.2. **Refund Eligibility:** HousingAnywhere will provide the Tenant with a refund of (part of) the first installment and Tenant Protection Fee only if:

15.17.2.1. **Flexible Cancellation Policy:** A refund is due under the terms of the Flexible cancellation policy as outlined in Article 15.9.2. The Tenant Protection Fee will only be refunded if any of the circumstances set out in Articles 15.17.2.4 to 15.17.2.6 have occurred.

15.17.2.2. **Early Cancellation:** The Tenant cancels the booking within 24 hours after the original booking was placed. The Tenant Protection Fee will only be refunded if any of the circumstances set out in Articles 15.17.2.4 to 15.17.2.6 have occurred.

15.17.2.3. **Provider Cancellation:** The Provider cancels the booking due to circumstances not attributable to the Tenant. In this case, only the first installment and Tenant Protection Fee shall be refunded.

15.17.2.4. **Material Differences:** The material characteristics of the Accommodation differ significantly from what was stated in the advertisement, justifying termination of the lease agreement with the Provider.

15.17.2.5. **Unavailability:** The Accommodation is not available for the Tenant's use for the agreed lease period (e.g., the Accommodation is already occupied by someone else or does not exist at all).

15.17.2.6. **Force Majeur:** The Tenant is unable to move into the Accommodation due to unforeseeable circumstances that are not attributable to the

Tenant within the meaning of Article 6:75 of the Dutch Civil Code (force majeure/overmacht), excluding changes of plans, travel delays, and illness, which remain the Tenant's risk.

15.17.3. **Non-Refundable Situations:** Refunds will not be given in any circumstances other than those mentioned in Article 15.17.2. These include, but are not limited to:

- Accommodation that does not meet personal taste or religious/ideological preferences (e.g., living with people of another gender).
- Accommodation that is not clean.
- Accommodation in a less safe neighborhood.
- Accommodation with noise complaints.
- Accommodation unsuitable for medical reasons.
- Accommodation with minor malfunctions that could not have been known in advance.
- The Tenant being hindered from reaching the Accommodation due to changes of plans, travel delays, illness, or having made a double booking.
- The Tenant failing to report the issue within the first 48 hours after the move-in date registered on the Platform.

15.17.4. **Non-Material Differences:** The following circumstances, without limitation, will not be considered material enough to justify the termination of the lease agreement with the Provider: wear and tear of the furniture, updates in the Accommodation that might result in different or newer furniture (e.g., a different bed of the same size as advertised), variations in light perception, and changes such as painting of the walls.

15.17.5. **Reporting Issues:** The Tenant is required to inform both HousingAnywhere and the Provider within 48 hours after the start of the booking period as registered on the Platform if there are any issues with the Accommodation. The Tenant must substantiate their claim and, as far as reasonably possible, provide sufficient visual proof (e.g., pictures, videos, correspondence). If the Tenant does not notify HousingAnywhere about any problems within 48 hours from the start of the booking period, the Tenant is considered to have accepted the Accommodation as it is. HousingAnywhere will then proceed to transfer the payment of the rent to the Provider.

15.17.6. **Exchange Rate:** HousingAnywhere has no role in determining the exchange rate. In the case of a refund, the daily exchange rate at the time of the refund will be used, regardless of whether the exchange rate was different when the payment was originally made. Additionally, in refund cases, the Tenant is responsible for

their own bank's transaction costs and any currency conversion service fees charged by their bank.

15.17.7. **Timing of Funds:** A refund to the Tenant will be processed as soon as possible, but no later than 30 days after it has been conclusively determined, in accordance with these General Terms and Conditions, that the Tenant is entitled to such a refund.

15.17.8. **Other Cancellations:** If a Tenant cancels a booking after 24 hours of confirmation for reasons other than those mentioned in Articles 15.17.2.4 to 15.17.2.6, HousingAnywhere will withhold the Tenant Protection Fee as compensation for its services.

Article 16: User Verification, Background Checks and Credit Checks

- 16.1. **Identity Verification:** HousingAnywhere requires all Providers to complete a mandatory identity verification process before listing any Accommodation on the Platform. This process includes submitting identification documents and, if necessary, additional verification steps. HousingAnywhere reserves the right to suspend or block any account that fails to meet these verification requirements.
- 16.2. **Background Checks:** To enhance the security and trustworthiness of the Platform, HousingAnywhere may conduct background checks on both Providers and Tenants. These checks are intended to prevent fraud and ensure the safety of all users. By using the Platform, users consent to such checks as part of the registration and booking process.
- 16.3. **Credit Checks:** HousingAnywhere reserves the right to request credit checks from Tenants as part of the verification process. This may include obtaining credit reports or other financial information to assess the Tenant's ability to meet rental obligations. By using the Platform, Tenants consent to HousingAnywhere conducting these credit checks if deemed necessary. HousingAnywhere will notify the Tenant if such a check is required, and the Tenant may be asked to provide additional documentation or authorization.

Article 17: Dispute Resolution and Arbitration

- 17.1. **Dispute Resolution:** In the event of a dispute between users that cannot be resolved through direct communication, HousingAnywhere encourages the parties to seek an amicable resolution. If this is not possible, users may escalate the dispute to HousingAnywhere, which will review the evidence provided by both parties and issue a binding decision.
- 17.2. **Arbitration Clause:** If a dispute cannot be resolved through the methods described above, and if both parties agree, the dispute may be submitted to binding arbitration in accordance with the rules of the Dutch Arbitration Institute (Nederlands Arbitrage

Instituut). The arbitration will take place in Rotterdam, The Netherlands, and the language of arbitration will be English or Dutch.

Article 18: User Responsibility and Code of Conduct

- 18.1. **User Responsibilities:** Users of the Platform are expected to behave respectfully and lawfully at all times. This includes providing accurate information, maintaining the cleanliness and integrity of the Accommodation, and complying with all relevant laws and regulations.
- 18.2. **Code of Conduct:** Users must refrain from any form of harassment, discrimination, or illegal activities while using the Platform. Any behavior that disrupts the safety and security of other users may result in suspension or termination of the user's account, in addition to any legal actions HousingAnywhere may deem necessary.

Article 19: Advice for Users

- 19.1. **Contractual Agreement:** HousingAnywhere strongly advises both Providers and Tenants to enter into a formal contractual agreement with each other. As previously mentioned, HousingAnywhere is not a party to the agreement between the Provider and the Tenant. While HousingAnywhere offers a draft agreement on its website for convenience, it does not guarantee the completeness or legal validity of this contract. Users should consider seeking legal advice to ensure the contract meets their specific needs and complies with applicable laws.
- 19.2. **Liability Insurance:** HousingAnywhere advises Tenants to obtain liability insurance to cover potential costs arising from damages to the Accommodation during their stay. This insurance can provide financial protection and peace of mind in the event of accidental damage.

Article 20: Data Privacy and Usage

- 20.1. **Data Collection:** HousingAnywhere collects, uses, and retains user data in accordance with its Privacy Policy, which complies with the General Data Protection Regulation (GDPR) and other applicable data protection laws. Users are advised to review the Privacy Policy to understand how their data will be handled.
- 20.2. **Data Usage:** User data is used to facilitate transactions, improve the Platform, and for fraud prevention purposes. HousingAnywhere may share user data with third-party service providers and other entities within the HousingAnywhere group as necessary to provide services, always in compliance with applicable laws.
- 20.3. **Reporting Obligations:** In compliance with the DAC7 directive, HousingAnywhere may be required to report certain information about Providers to tax authorities. This includes details about income generated from rentals through the Platform. By using the Platform,

Providers consent to the sharing of this information with the relevant tax authorities. HousingAnywhere will handle this data in accordance with applicable data protection laws, including GDPR.

Article 21: Intellectual Property

- 21.1. **Ownership of Content:** All content on the HousingAnywhere Platform, including text, images, software, and design elements, is protected by copyright and other intellectual property laws. Users may not copy, distribute, or create derivative works based on this content without explicit permission from HousingAnywhere.
- 21.2. **User-Generated Content:** By uploading content to the Platform, users grant HousingAnywhere a non-exclusive, royalty-free, worldwide license to use, modify, and distribute this content for the purposes of operating the Platform. Users retain ownership of their content but waive any moral rights related to its use by HousingAnywhere.

Article 22: Force Majeur

- 22.1. **Force Majeur Events:** HousingAnywhere is not liable for any failure to perform its obligations under these Terms and Conditions if such failure results from events beyond its reasonable control, including but not limited to natural disasters, acts of government, pandemics, strikes, or other force majeure events.
- 22.2. **Impact on Agreements:** In the event of a force majeure situation, HousingAnywhere will notify affected users as soon as possible and will make reasonable efforts to mitigate the impact on the services provided. Users may not claim compensation for any losses resulting from such events.

Article 23: Closing Provisions

- 23.1. **Transfer of Rights and Obligations:** HousingAnywhere reserves the right to transfer its rights and obligations under this agreement, either in full or in part, to third parties. Users will be notified of any such transfer in accordance with the communication provisions of this agreement.
- 23.2. **Mailings and Newsletters:** HousingAnywhere is authorized to send mailings to its users regarding side jobs, employment opportunities, and internships at HousingAnywhere through newsletters. Users have the option to unsubscribe from these newsletters at any time.
- 23.3. **Applicable Law:** This agreement is governed exclusively by the substantive laws of the Kingdom of The Netherlands, excluding the UN Convention on the International Sale of Goods and Dutch international private law.

- 23.4. **Consumer Protection:** If the user qualifies as a consumer under Book 7 of the Burgerlijk Wetboek (BW – Dutch Civil Code), this agreement does not affect any mandatory consumer protection regulations applicable in the consumer's country of residence.
- 23.5. **Severability Clause:** If any individual provision of these General Terms and Conditions is or becomes wholly or partially invalid, the validity of the remaining provisions will not be affected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the invalid provision.
- 23.6. **Communications:** All declarations and communications related to the user agreement with HousingAnywhere must be made via email. The postal and email addresses provided by the user in their account will be used for such communications, and users are responsible for keeping their contact information up to date.
- 23.7. **Jurisdiction:** These terms and conditions will be interpreted in accordance with Dutch law. Both the user and HousingAnywhere agree to submit to the jurisdiction of the courts located in Rotterdam, The Netherlands, for any legal actions seeking injunctive or other equitable relief.