

GENERAL CONDITIONS DIRECT WONEN ONLINE B.V.

Version ?
Date to be decided

ARTICLE 1. DEFINITIONS

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

- 1.1. **Account:** the personal online environment made available by Direct Wonen to User with the purpose of using and managing the Service;
- 1.2. **General Conditions:** the provisions in this document;
- 1.3. **Service:** the possibility to search housing and/or post housing the Website of Direct Wonen by means of an ad, and/or connecting the user to a housing provider and/or a house searcher;
- 1.4. **User:** the natural or legal person with whom Direct Wonen enters into an agreement relating to the use of the Service;
- 1.5. **Direct Wonen:** the private company Direct Wonen Online B.V., located in The Hague, Nieuwe Duinweg 24, 2587 AD and registered with the Chamber of Commerce under file number ???.
- 1.6. **Website:** www.directwonen.nl or sub domains, other extensions of the relevant domain and the associated mobile applications, i.e., iOS and Android app;
- 1.7. **Partner program:** program of Direct Wonen for professional housing providers for the use of renting housing properties
- 1.8. **Subscription:** the Agreement under which User has the possibility to use extensive features of the Website and apps of Direct Wonen;
- 1.9. **Agreement:** the agreement between Direct Wonen and Users under which Direct Wonen will render the Service and of which the General Conditions are part. This also includes a Smart Account;
- 1.10. **Advertisement:** the advertisement in which housing is offered or housing is requested by the User and which is available on the Website of Direct Wonen;
- 1.11. **Personal data:** all data regarding an identified or identifiable natural person;
- 1.12. **Password:** the, by the User, determined identification code, existing of a combination of characters and numbers, by which, in combination with the e-mail address or login data, the Service of Direct Wonen can be used.

ARTICLE 2. APPLICABILITY AND PRIORITIES

- 2.1. These General Conditions apply to every quotation or offer of Direct Wonen in respect of the Service, the use of the Service and are an integral part of every Agreement.
- 2.2. Provisions or conditions defined by User that deviate from or are not included in these General Conditions, shall only be binding to Direct Wonen where these have been expressly accepted by Direct Wonen in writing.
- 2.3. In case of conflicting provisions in the Agreement, General Conditions or annexes thereto, the following priority applies:
 - a. the Agreement;
 - b. any annexes with the Agreement;
 - c. these General Conditions.
- 2.4. Direct Wonen is at all times entitled to amend or modify the General Conditions.
- 2.5. Direct Wonen reserves the right to amend the requirements of registration, the prices of the Subscriptions and/or other products. It is therefore advisable to read the General Conditions on a regular basis.

- 2.6. Direct Wonen explicitly declines the applicability of possible General Conditions of the User.
- 2.7. If and to the extent that any term of the General Condition is declared non-valid, the other terms of the General Condition shall remain applicable without prejudice to the non-valid term. Direct Wonen shall then determine a new term as a replacement for the non-valid term, whereby as much as possible the meaning of the non-valid term will be complied with.
- 2.8. In case of contradiction between provisions of the Agreement and the General Conditions, the first shall prevail.
- 2.9. Direct Wonen is entitled to transmit its rights and obligations of the Agreement to a third party, all of which will be subject to the General Data Protection Regulation (GDPR).

ARTICLE 3. ESTABLISHMENT OF AGREEMENT

- 3.1. The Agreement between Direct Wonen and User is established after User creates an Account on the Website and/or places an electronic order via the Website, with written confirmation by Direct Wonen. The Website states the amount due, and in addition the description of the Service provided in the Website is binding.
- 3.2. Direct Wonen is at all times entitled to refuse an Account and/or an electronic order, in which she is not required to provide the reasons in this context.
- 3.3. The Agreement is strictly personal and can only be used by its User.
- 3.4. If user does not act in the performance of profession or business, the delivery of the Service shall commence immediately after establishment of the Agreement with the explicit consent of User. User hereby explicitly waived his right to dissolution of the Agreement, and from that moment on has no right of withdrawal.

ARTICLE 4. DELIVERY OF SERVICE

- 4.1. Direct Wonen offers the Service with the purpose of connecting tenants and landlords of housing accommodations. User is aware of the fact that Direct Wonen only has a facilitating role, is not responsible for the establishment of the agreements between tenant and landlords and shall never act in the capacity of mediator.
- 4.2. Direct Wonen has composed its Website with the greatest possible care. Some information on the Website, including, but not limited to, the information regarding housing advertisements, legal advice, and rental information comes from third parties. These third parties are solely responsible for the correctness and completeness of this information. Direct Wonen takes no responsibility for the content of this information.
- 4.3. Where possible, Direct Wonen shall render the Service 'as is', meaning that it does not provide any warranties regarding the performance of the Service. In particular, Direct Wonen does not guarantee that:
 - a. User and other Users are authorized to sign agreements in respect of accommodations;
 - b. User and other Users will actually sign the agreement in respect of the accommodation;
 - c. the accommodation offered is of good quality and meets the requirements of the tenant and/or legal requirements;
 - d. the information in the Advertisements is correct, complete, suitable, up-to-date and not unlawful;
 - e. the Service is free of viruses, Trojans and other errors;
 - f. third parties will not (unlawfully) use its systems.

ARTICLE 5. MAINTENANCE

- 5.1. Direct Wonen is entitled to (temporarily) disable (parts of) the Website or to limit access to the Website in case it is necessary for maintaining and/or adapting of the Website. User has then no right of damage compensation towards Direct Wonen.

ARTICLE 6. USE OF THE SERVICE AND RULES OF USE

- 6.1. To be able to use the Service, User will create a username and password after which the registration of the Account is completed.
- 6.2. User shall at all times be responsible for the choice of the username and password, despite the fact that they may have been initially provided by Direct Wonen.
- 6.3. Direct Wonen hereby grants User- under the Agreement – a limited user right for the Service. This right is personal and cannot be transferred.
- 6.4.
- 6.5. User guarantees that all Personal data, including but not limited to name, address, e-mail address and bank account, that is provided by User to Direct Wonen necessary for the implementation of the Agreement, is complete, correct and up-to-date. The declared name is the official name of the User and shall never be an alias or pseudonym.
- 6.6. User takes care that the information stated in his Advertisement is factually correct and complete and according to the conditions stated in the General Conditions of the Direct Wonen. User shall in his Advertisement not publish any contact information, including but not limited to his address, company name, phone number and/or e-mail address. By placing the Advertisement, User gives Direct Wonen permission to publish the Advertisement on the Website. Furthermore, User gives Direct Wonen permission to include the Advertisement in its digital marketing program, including but not limited to placing the Advertisement on other websites with the aim to bring the Advertisement to the attention of potential and interested housing searchers or housing providers.
- 6.7. User is solely responsible and liable for the content of the information placed by him in his Advertisement. It is forbidden to use the Service for actions that are in violation of the Dutch or other applicable Law and regulations. This includes the storage or distribution of information via the Service that is libelous, defamatory or racist, as well as creating an Account under someone else's name or posing as someone else in any other way.
- 6.8. In addition, it is forbidden, with regard to the Service, to:
 - a. use indecent language;
 - b. post information on places where it is undesired (incorrect category or place);
 - c. distribute information that is pornographic or erotic (even if it is legal in itself);
 - d. distribute information that is in violation of copyrights or to place hyperlinks to such information;
 - e. violate the privacy of third parties, for instance by distributing Personal data of third parties without permission or necessity, or by repeatedly harassing third parties with communication that is undesired to them.
- 6.9. User guarantees that:
 - a. the content of the placed information does not violate Dutch or other applicable law and regulations;
 - b. he does not treat other Users unfairly nor harasses other Users;
 - c. he will not damage the good reputation of Direct Wonen nor place any non-existent houses in an Advertisement.
 - d. when offering a housing Advertisement, the property is indeed available to rent and that he is entitled to offer the property for rent.

- 6.10. Direct Wonen reserves the right to shorten and/or change the Advertisement of User at any time. Furthermore, Direct Wonen reserves the right to and/or remove the Advertisement from the Website. This cannot lead to any claim for damage compensation by User. Removal can be based on, including but not limited to: the Advertisement is incorrect and/or incomplete; the Advertisement violates the (intellectual) property of third parties; the Advertisement violates these General Conditions; the Advertisement violates applicable Dutch law and/or regulations; the Advertisement cannot be confirmed with User by phone within 24 hours.
- 6.11. User, being owner of the advertised property, guarantees that, by using the Services of Direct Wonen, he will not charge any cost of intermediation to (potential) tenants.
- 6.12. If User, being a real estate agent or mediator, charges any cost of intermediation, he shall make clear to the (potential) tenant the amount of intermediation costs.
- 6.13. It is forbidden to violate rights of other Users by using the Service and/or any personal data obtained by doing so. This includes, but not limited to:
 - a. Unsolicited sending of e-mails on a large scale
 - b. Causing technical nuisance and/or disruptions, including executing and/or coordinating denial-of-service attacks, botnets and malicious software like viruses or spyware
- 6.14. User shall not use the Personal Data of other Users, obtained via the Service, for any other purpose than closing the rental agreement and any related actions.
- 6.15. It is forbidden to approach any other User for commercial purposes.
- 6.16. If Direct Wonen establishes that User violates the General Conditions above and/or receives a complaint, Direct Wonen is entitled to intervene by terminating the violation. Direct Wonen reserves in that case the right to terminate the Agreement with immediate effect, without having to repay the paid expenses. Furthermore, the Account will be blocked.
- 6.17. Direct Wonen is at all times entitled to file a police report if any punishable offence is diagnosed. Furthermore, Direct Wonen is entitled to transfer the name, home address, IP-address and/or any identifiable Personal data of User to a third party who files a complaint that User violates their rights and/or these General Conditions, with the condition that the third party is entitled to receive the Personal data by acting on a legal basis.
- 6.18. User is liable for any potential damages of Direct Wonen as a result of violating any of the above General Conditions. Direct Wonen is entitled to recover any cost of damage on the liable User as a result of a violation of the above Conditions. User indemnifies Direct Wonen against any claims of third parties connected to the information placed by User on the Website.

ARTICLE 7. PRIVACY STATEMENT

Below you find the Privacy Statement of Direct Wonen Online B.V. (subsequently: Direct Wonen). This Privacy Statement is drafted with respect to the personal data collected and processed by Direct Wonen. With this statement, you get a clear view of how Direct Wonen processes your personal data. For Direct Wonen, privacy of its customers has the utmost priority. It is essential that your personal data will be processed and secured with the greatest possible carefulness and professionalism. Direct Wonen wants to be open and transparent about the way it processes your data. That is why Direct Wonen complies with the standards set by the General Data Protection Regulations (GDPR).

7.1 Responsibility data-processing

Direct Wonen Online B.V. is responsible for the processing of your personal data. It is located on Nieuwe Duinweg 24, 2587 AD The Hague.

7.2 Processing data

We use your personal data only for the purposes stated in this Privacy Statement. The personal data you have provided us with to use our services will only be used for the purposes mentioned below. We will not sell your personal data to third parties. If there are changes regarding the processing of your data, we will inform you about that and will ask your permission if necessary.

Further, the possibility exists that we are required to provide your personal data to the authorities or other parties, such as the police or the FIOD (the Fiscal Information and Investigation Service). Direct Wonen will always investigate the authority of the concerning investigative party and will observe that procedural privacy guarantees are safeguarded.

7.3 Goals of processing

We ask you to share some of your personal data with us for the following purposes, including but not limited to:

- Providing the website directwonen.nl;
- Creating an account and using the services of directwonen.nl;
- Analysing internal statistics and optimizing our services;
- Carrying out digital marketing;
- Informing you about new housing advertisements;
- Placing new housing advertisements on directwonen.nl;
- Showing housing advertisements, coordinated with your personal profile;
- Informing you of new housing advertisements, coordinated with your personal profile;
- Reacting to housing advertisements;
- Getting in contact with potential tenants.

7.4 The kind of personal data we collect

We can ask or receive certain data of yours during your interactions with Direct Wonen. To let our website function properly, we require some personal data. When registering your account, we will ask you to share the following data with us:

- Your name;
- Your e-mail address;
- Your password;
- Your Facebook profile (optional);
- Whether you want to receive updates about new housing advertisements (optional)

The following data are optional. You can choose to complete your profile with the following data:

- Your gender;
- Your date of birth;
- Your place of residency;
- Your phone number;

- Your income;
- The income of your partner;
- Your level of education;
- Your profile picture.

7.5 Length of storage

We store your personal data no longer than necessary. We need your personal data to provide you with an optimal service. That, first and foremost, decides the time period we use to store your personal data. The time period can be found in our Data Storage Statement. Our basic principle is that we only store your personal data as long as it is necessary to offer you our services. When there is no necessity anymore, we will permanently remove your personal data, barring any legal obligation to store your data for a longer period.

7.6 Facebook

Direct Wonen offers the possibility to connect your Direct Wonen account with your Facebook profile. When choosing this option, we will receive the following data via Facebook:

- All public information from your Facebook profile, including but not limited to:
 - Name
 - Education
 - Profile picture
- E-mail address;
- Place of residency;
- Date of birth;
- List of friends on Facebook.

The above mentioned data will be used for the following purposes:

- Supplementing your personal account;
- Finding and/or offering housing advertisements based on the list of Facebook friends;
- Showing housing advertisements based on your Facebook profile;
- Informing you about new housing advertisements based on your Facebook profile;

7.7 Commercial e-mailing policy

Direct Wonen has the legal obligation to oblige with the game rules of e-mailing advertisements. Article 11.7 of the Dutch Telecom law forbids Direct Wonen to send you e-mail advertisements if you have never submitted your e-mail address for our online services. Have you already done that, Direct Wonen has no obligation to ask for your permission. Direct Wonen has the obligation to offer the possibility to unsubscribe in an easy way. Direct Wonen fulfils this obligation. At the bottom of every advertisement e-mail you have the possibility to unsubscribe.

If you do not appreciate that Direct Wonen sends you newsletters and/or advertisements, you can unsubscribe from our e-mail services*:

- Through your own Direct Wonen account;
- At the bottom of every e-mail you find an unsubscribe button.

*Direct Wonen tries to process your unsubscription as quickly as possible. However, the processing can take some time. It can therefore happen that in the period between your unsubscription and the processing you may receive commercial e-mails from Direct Wonen.

7.8 Contact form

If you have filled in the contact form on directwonen.nl, the personal data you have sent us will be stored as long as it takes for the complete answering and completion of it. After that your personal data regarding the contact form will be archived. They remain available if you sent us a new question with your e-mail address. We also process your personal data anonymously to improve our services. To answer the questions received by the contact form, Direct Wonen uses an external service provider (Desk.com). This provider has no direct access to your personal data and will therefore not process it.

When filling in the contact form, we ask your to provide the following data:

- Your name
- Your e-mail address

This data will only be used to contact you, with the sole purpose of answering your questions and/or comment.

7.9 Right to consideration, rectification and deleting of your personal data

On the basis of the applicable regulations, you have the right to inspect your personal data we process. Furthermore, you have the right to correct, block and/or remove your personal data.

Do you want to know what personal data Direct Wonen stores or what rights you have with regard to correcting, blocking and/or removing your personal data? You can contact us via our contact details set out below this document.

You also have the right to file a complaint with the Autoriteit Persoonsgegevens if you believe that Direct Wonen does not meet the requirements of the GDPR.

7.10 Storage and processing of particular documents

We offer the option to upload certain personal documents on our website. These documents often contain delicate information (such as your paycheck), hence we secure these documents with additional security measures. In some cases we offer the possibility to share these documents with another user of our website, for instance to simplify the renting process. We will only do this if you have given us explicit permission. Direct Wonen cannot make these documents available unless you have given us permission to do so. Furthermore, the documents are not visible to employees of Direct Wonen.

7.11 Request for support of third party

Direct Wonen offers the option of requesting support of a third party, for instance a real estate agent. If that is the case, we will, after you have given your explicit permission, share the following data with the subject you have requested:

- Your name;
- Your e-mail address;

- Your gender;
- Your phone number;
- Your place of residency;
- The relevant data of your housing advertisement.

7.12 Cookies

When visiting our website, your IP-address is automatically stored on the log files of our website server. This storage is necessary to guarantee the functioning of our website and to run the website in a safe and efficient way.

We collect the following personal data through cookies or similar techniques, including but not limited to:

- Your IP-address;
- Your cookie-ID;
- Your web browser;
- Your location;
- The webpage you visit on directwonen.nl;
- The housing advertisements you visit.

We use your visitor data to register your online customer behaviour, only if you have given your permission. Direct Wonen uses this data to purchase specific digital advertisements to show to visitors of our website.

Direct Wonen does not use the possibility to connect your IP-address to your name, address or other identifiable information. We will never do this, unless there exists a legal obligation. Direct Wonen will furthermore never use your IP-address in our statistics. We will store the log files for a period of three months.

7.13 Google Analytics

Direct Wonen uses Google Analytics to generate general statistics and to look at how directwonen.nl is used by its visitors. Google Analytics and the cookies connected to it do not follow what individual users view or click on our website. It is therefore not possible to trace the data to any individual user. For further information about Google Analytics we refer you to the Google Analytics Privacy Overview (<https://www.google.com/analytics/learn/privacy.html?hl=en-GB>).

7.14 Security measures

We secure your personal data that is stored with us. We, naturally, will do everything possible to secure your personal data against any unauthorized access, loss or theft. We have drafted an intern policy guideline to make sure that our services are designed as secure as possible, while applying the fitting levels of security.

We take security measures to limit and minimize potential abuse of and unauthorized access to your personal data. For that, we take, amongst others, the following measures:

- Access control, using a password;
- Automatic logging of accesses and modifications;
- Encrypting your password;
- Securing the website via Secure Socket Layer (SSL) technology;

- Secured internal network;
- Purpose-bound limitation of access;
- Control on granted access.

7.15 Changes to this Privacy Statement

We retain the right to execute changes to this Privacy Statement. Changes will be published on directwonen.nl. Old versions will remain available for consultation. We recommend you to consult this Privacy Statement on a regular basis to make sure you are up to date on any possible changes.

We will place a prominent banner on our website to announce any changes to the Privacy Statement, declaring the date when the Privacy Statement was updated last.

The new Privacy Statement goes into effect immediately after publishing.

7.16 Contact details

If you have any questions about your privacy and/or this Privacy Statement, you can ask them via our contact form on our website or by sending e-mail to supportdesk@directwonen.nl. Further, you can send us your question by post to Postbus 800, 2587 AD The Hague.

ARTICLE 8. PASSWORD

- 8.1. The Password that User utilizes is strictly personal and has to be protected from unauthorized individuals.
- 8.2. User must shield access to his account for unauthorized individuals using the username and password. In particular, User must keep the password strictly confidential. Direct Wonen may assume that all actions from the account of User, after logging in using his username and password, are performed under his control and supervision. User is liable for all these actions and indemnifies Direct Wonen against any claims concerning damage or otherwise, caused by any use of the Service of Direct Wonen via the Password.
- 8.3. Direct Wonen is entitled to change the Password if deemed necessary for the functioning of the Service and/or the security of the Website, all while taking the appropriate privacy regulations into account.

ARTICLE 9. INTELLECTUAL PROPERTY

- 9.1. The Service, the associated software, as well as all information and images on the Website, are the intellectual property of Direct Wonen. These may not be copied or used in any way without separate written permission of Direct Wonen, except in the case in which it is legally permitted.
- 9.2. In particular, it is not permitted – without prior written permission – to access and reuse a substantial portion of the contents of the Service and/or Website and/or to repeatedly and systematically access and reuse not-substantial portions of the contents in the sense of the Database Act and/or to use this for commercial purposes in the broadest sense.
- 9.3. Information stored or processed by User via the Service is and shall remain property of User (or that of its licensors). Direct Wonen is given a user right to deploy this information for the Service, including for future aspects thereof, among which usage on services of third parties. User can revoke this user right by removing the relevant information, by terminating the Agreement or by notifying Direct Wonen in writing of the repeal.

- 9.4. The user right as referred to in the previous article, also included the right to process the information in an aggregated and anonymized manner for static purposes. This information can in no way be traced back to a person.
- 9.5. If User submits information to Direct Wonen, for instance feedback about an error or a suggestion for improvement, he grants Direct Wonen an unlimited and eternal user right to use this information for the Service. This does not apply to information explicitly marked by User as confidential.
- 9.6. Direct Wonen will not take cognizance of any confidential data (such as personal messages) stored by User and/or distributed via the Service, unless this is explicitly agreed with User, is required to provide good service, or User is required to do so under a legal provision or court order. In that case, User will commit to limiting its cognizance of the data as much as possible, insofar it is able to.
- 9.7. If User fails to comply with the provisions from this article, User shall forfeit to Direct Wonen an immediately payable fine of EUR 1.000,- (in words: one thousand Euro) per violation and EUR 250,- (in words: two hundred and fifty Euro) per day the violation lasts, with a maximum of EUR 2500,- (in words: two thousand and five hundred Euro) . This is without prejudice to the right of Direct Wonen to claim additional compensation of damages from User.

ARTICLE 10. EXPULSION

- 10.1. Direct Wonen reserves the right to exclude User from any further use of the Website and to dissolve the Agreement with User if:
 - User acts in violation of the General Conditions;
 - Violates the (intellectual property) rights of third parties;
 - Violates applicable law and regulations;
 - User does not use the Service for a period of more than three continuous months;

Without prejudice to the right of Direct Wonen to demand full compliance with the payment commitment, to take further legal actions against User and/or claim damages from User.

ARTICLE 11. FORCE MAJEURE

- 11.1. In case of Force Majeure, including, in any case, disruptions in the Internet or telecommunication infrastructure, (D)DoS attacks (Distributed Denial of Service), civil unrest, mobilization, war, traffic jams, strikes, lockouts, business interruptions, supply delays, fire, flood, import and export restrictions and in case Direct Wonen is prevented to delivery due to its own suppliers – regardless of the reason thereto – due to which compliance with this Agreement cannot be expected of Direct Wonen within reason, the implementation of this Agreement shall be suspended by Direct Wonen, without any obligation to pay compensation of damages.

ARTICLE 12. PRICES

- 12.1. The basic use of the Service is free of charge. Should User want to use extended features, amongst others, responding to Advertisements, he has the possibility of getting a Subscription.
- 12.2. The Prices for the Subscriptions are listed on the Website of Direct Wonen.
- 12.3. Unless expressly specified otherwise with an amount, all prices referred to by Direct Wonen and/or on the Website are in Euro's and include sales tax and other government-imposed levies.
- 12.4. Direct Wonen has the right to adjust the prices at all times.

- 12.5. If a price is based on details provided by User and these details prove to be incorrect, Direct Wonen has the right to adjust the prices accordingly, including after the establishment of the Agreement.
- 12.6. If the Agreement concerns a Subscription, Direct Wonen has the right to change the rates used once every subscription period. Direct Wonen shall announce the changes at least thirty (30) days prior to their effective date in writing or via the Service, allowing User to learn of them.
- 12.7. If User does not want to accept a change in the prices, he can terminate the Agreement up to the effective date. Use of the Service after the effective date shall serve as acceptance of the changed or supplemented conditions.

ARTICLE 13. PAYMENT CONDITIONS

- 13.1. User agrees to the electronic billing by Direct Wonen. Invoices will be sent in PDF or any other suitable format to the e-mail address of User known to Kamernet.pa
- 13.2. Payment of the first period of a Subscription shall occur by means of iDeal or credit card. After the payment has been received by Direct Wonen, the Account will be activated.
- 13.3. After the passing of the first period of a Subscription, the amount due will be collected from the bank account of the User within 3 work days after each Subscription renewal.
- 13.4. The payment owing due must be paid in advance, unless written is agreed otherwise. Payment occurs by, including but not limited to, the purchase of a Subscription. This product is valid within the period applicable to the Subscription. After the validity of the Subscription is expired, the product cannot be used any further.
- 13.5. By terminating the Agreement, regardless the reason thereof, Direct Wonen is not obliged to refund the payment done in advance.
- 13.6. The Agreement shall be automatically terminated the moment User has unsubscribed via the Website.
- 13.7. Direct Wonen will charge the payment due as soon as possible by User. The payment will be automatically collected from the bank account and/or Credit Card of User, unless agreed otherwise written and/or electronically via the Website.
- 13.8. If Direct Wonen is unable to collect the payment due and/or in case of a non-timely payment, User is required – in addition to the amount due and the accrued interest – required to pay full compensation of the extrajudicial costs as determined and calculated in accordance with the Dutch extrajudicial collection costs decree (Besluit vergoeding voor buitengerechtelijke incassokosten). The amount of the extrajudicial costs shall be a minimum of 15% (in words: fifteen percent) of the principal amount, with a minimum amount of EUR 40 (in words: forty Euro).
- 13.9. All payments by User to Direct Wonen will be deducted from the oldest outstanding payment due of User, irrespective of any other indication by User.
- 13.10. Any appeal to suspension, settlement and/or deduction is not allowed.
- 13.11. Direct Wonen provides the Service from the moment of purchase, as mentioned by the purchase of the product. The product is therefore time-limited. Direct Wonen points out to User that any cooling-off period, as stated in the Wet Koop op Afstand, is not applicable to the purchase of products via Direct Wonen, such as the Smart Account.

ARTICLE 14. LIABILITY

- 14.1. The total liability of Direct Wonen due to attributable shortcomings in compliance with the Agreement, is limited to compensation of direct damage up to the amount paid by User to Direct Wonen in twelve (12) months prior to the damage inflicting event, with a

maximum of EUR 500,00 (in words: five hundred euro) including VAT per event, in which a sequence of events is considered to be one event.

- 14.2. Direct damage applies only to the costs User reasonable had to make to restore and/or neutralize the shortcoming of Direct Wonen, in order to let Direct Wonen meet the standards of the Agreement, as well as the reasonable costs of limiting and/or preventing the damage and the reasonable costs of determining the cause of the damage and the scope of it.
- 14.3. Direct Wonen is explicitly not liable for indirect damage, consequential damage, loss of profits, missed savings and damage as a result of business interruptions.
- 14.4. However, the limitations of liability referred to in this article shall expire if and insofar the damage is the result of negligence or gross intent on part of Direct Wonen.
- 14.5. Direct Wonen is not liable for any by-passing of technical services by User and/or third parties.

ARTICLE 15. INDEMNIFICATION

- 15.1. User guarantees that information placed by him on the Website, including but not limited to the Advertisements, does not infringe any (intellectual property) rights of third parties or is unlawful otherwise. User indemnifies Direct Wonen against all possible claims of third parties in any way resulting from and/or relating to information placed by User on the Website of Direct Wonen, including but not limited to all claims based on the allegation that the information in question breaches any (intellectual property) rights of third parties.

ARTICLE 16. REFERENCES

- 16.1. The Website of Direct Wonen contains references, including but not limited through hyperlinks, banners and buttons) to websites of third parties. Direct Wonen has no supervision over these websites. Direct Wonen is not responsible for the content of these websites.

ARTICLE 17. SECURITY

- 17.1. Direct Wonen finds the security of its systems of the utmost importance and secures its systems against loss, theft and/or any other unlawful use. Direct Wonen executes fitting technical and organizational security measures while always taking the latest technical possibilities into account.

ARTICLE 18. DURATION AND TERMINATION

- 18.1. The Agreement takes effect as soon as User creates an Account via the Service for the first time and is entered into indefinitely.
- 18.2. If User takes out a Subscription, the Subscription shall take effect as soon as the payment has been received by Direct Wonen and is entered into for the agreed subscription period.
- 18.3. After the period as intended in the previous paragraph, the Subscription is tacitly renewed indefinitely. Invoicing will occur after each renewal and new period, unless either party terminates the Subscription.
- 18.4. Parties can terminate the Agreement at any time via the Service or in writing. To prevent renewal of the Agreement, termination is to take place at the latest on the day prior to the new period.
- 18.5. In termination of the Agreement, the amount paid in advanced will not be reimbursed to User in any case.

- 18.6. Direct Wonen has the right to terminate the Agreement immediately if User violated the conditions from the Agreement. In no case is User entitled to reimbursement of amounts already paid.
- 18.7. If one of the parties is into liquidation, suspension of payments or putting operations on hold, the other party is entitled to cancel the Agreement, without regard for any period of notice.

ARTICLE 19. CHANGES TO PROVISIONS

- 19.1. Direct Wonen has the right to adjust these General Conditions at any time.
- 19.2. Direct Wonen will announce the changes or additions at least thirty (30) days prior to their effective date in writing or via the Service, allowing the User to learn of them.
- 19.3. If user does not want to accept a change in or addition to the General Conditions he can terminate the agreement until the effective date. Use of the Service after the effective date serves as acceptance of the changed or supplemented conditions.

ARTICLE 20. OTHER PROVISIONS

- 20.1. To these General Conditions and all Agreements, Dutch Law applies.
- 20.2. Insofar the rules of mandatory Law do not dictate otherwise, all disputes relating to the Agreement will be submitted to the competent Dutch court for the district in which Direct Wonen is located.
- 20.3. If a provision in these General Conditions require a notification to be made "in writing", this requirement will also have been satisfied if the notification is sent by e-mail, provided that it is sufficiently guaranteed that the message truly originates from the alleged sender and that the integrity of the message has not been compromised.
- 20.4. The version of communication or information as stored by Direct Wonen, is deemed to be correct, unless User provides evidence to the contrary in this respect.
- 20.5. If a provision of these General Conditions is found to be invalid, this shall have no effect on the validity of the entire General Conditions and/or Agreement. In this case, Parties will establish (a) new replacement provision(s), reflecting the intention of the original provision where legally possible.
- 20.6. Direct Wonen has the right to transfer its rights and obligations from the Agreement to a third party that takes over the service of relevant corporate activity.