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# TERMS & CONDITIONS BNBIDEA-

FOR ACCOMMODATION AND ACTIVITIES PROVIDERS

## ARTICLE 1. | DEFINITIONS

In these terms & conditions, the following terms, including any singular wording, are used in the following terms, except in so far as the nature or meaning of the provisions follows otherwise.

1. BnBidea: The user of these terms & conditions, part of isolamaca B.V. , located at Keurenplein 41 / box E 84, 1069 CD in Amsterdam, registered in the Trade Register of the Chamber of Commerce under number: 6946200.
2. The user: the natural or legal person acting as a provider of one or more accommodations and any associated activities with which BnBidea has concluded or intends to conclude a user agreement.
3. User Agreement: The agreement entered into between the user and BnBidea with which BnBidea has committed itself to the user to use the platform for payment or not, for which platform the user may offer accommodation and possibly associated activities To other users of the platform.
4. Platform: The bnbidea.com website that the user can use in the context of the usage agreement by placing one or more ads through his profile.
5. Advertisement: Every user, through his profile, on the platform revealed offer of accommodation and any associated activities.
6. Profile: The user's account on the platform, accessible by its username and password, which allows him to place his offer of accommodations and any activities on the platform.

## ARTICLE 2. | GENERAL PROVISIONS

1. These terms and conditions apply to any user-focused offer of BnBidea and any entered user agreement.
2. Before the user can use the platform, registration is required in accordance with the provisions of Article 3.
3. Before the usage agreement is concluded, the text of these terms & conditions will be made available to the user in such a way that these terms can be stored on a durable data carrier.
4. Destruction or nullity of one or more of the provisions of these terms and conditions or the user agreement as such shall not affect the validity of the other terms. In such cases, parties are obliged to consult with each other in order to make a replacement arrangement with regard to the affected contract. As far as possible, the purpose and the scope of the original provision are respected.

## ARTICLE 3. | ABOUT THE PLATFORM, REGISTRATION & CORE OF THE USE AGREEMENT

1. The use of the platform is offered to providers of accommodations. Due to the availability of accommodations, the user can offer any associated activities through the platform. The platform is intended for advertisements with a touristical character only.
2. The creation of a user agreement requires the user to register on the platform. The user must fully and truthfully provide all required information required by the registration. The user is responsible for the accuracy and completeness of the information provided by him at the registration. BnBidea is never liable for damage caused by assuming incorrect or incomplete data provided by the user.
3. After proceeding with the registration process on the platform, as well as in case of explicit renewal of the user agreement by the user, the user receives an email confirming the registration or extension, at which time the (continued) usage agreement has come.
4. BnBidea is committed exclusively to the operation of the platform, which provides only possibilities for enabling the users of the platform to contact each other. Therefore, BnBidea is not a party to (the creation of) any agreements between users of the platform as a result of the user's offer in advertisements. Other users of the platform who wish to (or may) use the offer in an advertisement submit an application through the platform, which application is subsequently notified to the user. When settling such an application, BnBidea is and can never be involved. The user concludes any agreements between him and other users of the platform entirely for his own account and risk.
5. BnBidea can never guarantee that, by using the platform by the user, actual agreements will be reached between the user and other users of the platform.
6. BnBidea reserves the right to review content posted by the user before disclosing it on the platform. If an advertisement of the user is in violation of the terms of these Terms & Conditions, BnBidea is entitled to refuse the advertisement. The user, even if

BnBidea has approved the ad, is fully responsible for the content of the ad. BnBidea is not obliged to verify the content of the posted ads and the accuracy, completeness, reliability and legitimacy of the data advertised by the user in any form whatsoever. The user indemnifies BnBidea in respect of all third party claims, including other users of the platform in particular.

#### **ARTICLE 4. | DURATION OF THE USER AGREEMENT**

1. The user agreement is being entered into for the explicitly stated period. Use of the platform by the user is only free of charge if and insofar as this is explicitly stated in the offer of BnBidea.
2. The user agreement terminates by law on expiry of the specified term for which it is incurred but if a free trial period has been agreed and explicitly stated by BnBidea that after the expiry of that trial period, the platform is used for a certain period of time free of charge to the user. The user agreement does not end on trial after the trial period; In such case, the user agreement is terminated by law when the period for which the platform has been used free of charge by the user has expired.
3. The user may explicitly extend the user agreement terminated or terminated for a certain period of time by repaying (again) a payment in the manner specified by BnBidea.
4. If the user terminates the user agreement during its term by deregistering from the platform, he will never be entitled to a refund of already paid payments.
5. If a user agreement is re-established after it has already been terminated, it is possible that the user's profile, including the advertisements and other data stored thereunder, has been retained so that, in respect of the new user agreement, the profile can be used again. However, the user cannot derive any rights from the foregoing and, upon termination of the user agreement, BnBidea has no obligation to hold any user's content.
6. BnBidea is entitled at any time to discontinue the operation of the platform. In that case, the user is only entitled to a refund of payments in proportion to the user's unused duration of the user agreement by termination of the operation of the platform.

#### **ARTICLE 5. | RIGHT TO TERMINATE BY CONSUMER**

1. If the user is a natural person who is not acting in an occupation or company (hereinafter "consumer") and has entered into a user agreement for payment, the consumer has the legal right to terminate the user agreement within 14 days of its creation without disclosure of reasons whatsoever.
2. The execution of the user agreement by BnBidea within the contemplation period referred to in the previous paragraph shall only be made on the explicit request of the consumer.
3. In exercising the right of termination after a request as referred to in the previous paragraph, the consumer shall pay BnBidea an amount proportional to that portion of the user agreement which BnBidea has complied with at the time of exercise of the right of termination, compared to the full duration of the user agreement. The proportional amount owed to BnBidea by the consumer is calculated on the basis of the total price as explicitly agreed.
4. The consumer may make use of his right of termination by submitting a request to BnBidea by e-mail or by using the sample form for rescission offered by BnBidea. As soon as BnBidea has been informed by consumer of the intention to terminate the user agreement, BnBidea will confirm the termination as soon as possible by e-mail.
5. BnBidea will refund to the consumer the payment already received from the consumer, minus the amount referred to in paragraph 3, as soon as possible, but not later than 14 days after the termination of the user agreement, using the same payment method as the consumer used to pay BnBidea.

#### **ARTICLE 6. | OBLIGATIONS OF THE USER**

1. BnBidea's login data for access to the platform must strictly be held confidential by the user. All actions performed under the user's profile are credited to the registered user.
2. The user is not allowed to create multiple profiles on the platform.
3. Abuse to qualify is strictly forbidden. Misuse is being understood but not limited to: deliberately imposing incorrect and misleading information on the platform, infringing BnBidea's software and technical systems and intentionally causing malfunctions or defects in the platform.
4. The user is forbidden to use the platform for unlawful acts, for acts that violate the generally applicable standards and values and for committing criminal offenses. This includes inter alia the violation of any intellectual property rights of BnBidea or third parties, the dissemination of secret or confidential information, the impersonal, illegal or punitive distribution of, inter alia, texts, footage, including racist expressions, pornography, criminal data traffic and unlawful violations of the systems of which BnBidea's

services depend, including the spread of viruses, worms, etc. It is also forbidden to distribute threatening and intimidating expressions directly or indirectly through the platform.

5. The user is prohibited from attempts to decompile or process software related to the platform, otherwise manipulate it or develop software that infringes the software used by BnBidea.

6. It is forbidden to send unsolicited messages (SPAM) through the BnBidea systems.

#### Content of ads

1. The user is allowed to disclose advertisements on the platform with a touristical character.

2. When offering accommodations and any activities, the user is responsible for compliance with government rules and regulations applicable to him, both at centralized and decentralized level. The user indemnifies BnBidea from all third party claims in this regard.

3. The user is obliged to provide all required compulsory information regarding the properties and services offered by him, including: such clear photographs and / or a description of the accommodations and any activities so that other users of the platform can make a good assessment of the accommodation and potential activities. Ads may not be misleading, inaccurate or incorrect, or contain irrelevant images or other irrelevant information.

4. The offer of accommodations and any related activities of the user may be placed in a single advertisement unless otherwise explicitly stated by BnBidea.

5. The user is not permitted to upload unlawful, violent, infringing, hateful, discriminatory, pornographic or sexually explicit content through the platform. The user ensures that the uploaded content is free from third-party rights, and so does not infringe the copyright, copyright, portraits and / or other intellectual property rights of third parties.

6. Furthermore, the offer of accommodations and any associated activities as such may not violate law, public policy or good practice. It is the responsibility of the user himself to judge whether the content of his ad is legitimate.

#### Respond to and handle requests from other users

1. Within two business days, the user must respond to a request from another user regarding his offer in an advertisement.

2. The user is free to accept or refuse a request as referred to in the previous paragraph, but he shall not make his decision for refusal to depend on motives that are manifestly discriminatory.

3. If and insofar as the offer of accommodations and / or activities is no longer available, the user must immediately remove that offer through his platform profile.

#### Measures as reaction to non-compliance by the user

1. BnBidea reserves the right to refuse or remove the content disclosed by the user, if and to the extent that the circumstances of the case justify, or deactivate the user profile or the user agreement. With immediate effect, in case the user acts in breach of any provision of these terms & conditions and in particular the provisions of the previous paragraphs of this article. In such a case, the user will never be entitled to a refund of payments.

2. In the event of a reasonable discussion, whether the offer of accommodations and / or activities of the user is contrary to the provisions of the preceding paragraphs of this article, its assessment will be exclusively granted to BnBidea and may result in the consequences with the application of the provisions of the previous paragraph.

### **ARTICLE 7 | PRICES AND PAYMENTS**

1. BnBidea's offer explicitly mentions any price that the user owes to BnBidea for the duration of the user agreement. Payment is made through one of the payment methods designated by BnBidea.

2. Payments are paid in advance and claimable. BnBidea has not previously been given (further) execution of the use agreement than after the user has paid the amount due by him to BnBidea under the terms of the user agreement.

3. BnBidea is entitled to make invoices available exclusively by electronic means to the user.

### **ARTICLE 8. | LIABILITY AND INDEMNIFICATION**

1. User's use of the platform is at the user's own account and risk. Without prejudice to the provisions of the remainder of these Terms & Conditions and in particular the provisions of the following paragraphs of this article, BnBidea shall never be liable for indirect damages, including loss, loss of profits and damage resulting from business interruption.

2. BnBidea is unable to accurately determine the identity of other users of the platform. The user is responsible for compliance with the necessary care.

3. BnBidea is not responsible for the contents of the content disclosed by the platform, especially with respect to the user's ads. Therefore, BnBidea accepts no responsibility for the data disclosed and exchanged using the platform.

4. The user is responsible for fulfilling his or her obligation to pay income tax and premiums on his earnings resulting from agreements that have been created between users indirectly through the platform. The user indemnifies BnBidea from all claims made by the taxpayer.
5. BnBidea is not liable for damage resulting from non-compliance by the user with the obligations under these terms & conditions. The user indemnifies BnBidea from all claims of other users of the platform and other third parties in the matter.
6. BnBidea is not liable for damage resulting from unauthorized use of login data for access to the platform.
7. BnBidea only allows advertising space at the user's disposal and is in no way involved in agreements between users of the platform. Any liability and involvement of BnBidea in this regard is excluded.
8. BnBidea is committed to optimizing the proper operation and accessibility of the platform. However, BnBidea cannot guarantee that the platform is unrestricted and that all of the platform's features are always functioning smoothly. All liability of BnBidea in this regard is excluded.
9. BnBidea is entitled at any time to temporarily discontinue the platform if deemed desirable in connection with maintenance, modification or improvement of the platform or servers of BnBidea or third parties. Any liability of BnBidea in this regard is excluded.
10. In the event that BnBidea is liable to the user in accordance with the terms of this User Agreement, this liability will never exceed the amount due to BnBidea under the User Agreement by user, calculated over the last three months prior to the injurious event. Should BnBidea be liable to any damage to the user, BnBidea shall at all times be entitled to repair this damage. The user should allow BnBidea to do so, failing which all have liability of BnBidea expire.
11. The User indemnifies BnBidea from all claims of other users of the Platform and any other third parties for any damage that may be attributed to the User, including but not limited to: user agreement with other users, indirectly through the platform, closed. Should BnBidea be used by another user of the platform or other third party, then the user is obliged to assist BnBidea both outside and in law and without delay doing anything that may reasonably be expected of him. Should the user fail to take appropriate action, BnBidea shall be entitled to do so without notice. All costs and damages incurred by BnBidea and third parties will result in the account and risk of the user.

#### **ARTICLE 9. | INTELLECTUAL PROPERTY**

All copyrights and other intellectual property rights on the platform, including its design and operation, as well as the images and texts thereon, belong to BnBidea or its licensors, insofar as these rights do not rest with the user. It is forbidden to multiply, reproduce, or otherwise use the material of BnBidea or its licensors than necessarily associated with the normal use of the platform.

#### **ARTICLE 10. | COMPLAINTS**

1. For complaints about the use of the platform and in connection with the user agreement as such, the user may contact BnBidea. User's complaints must be submitted to BnBidea within a reasonable period of time after the user has identified the grounds for the complaint, fully and clearly described, in writing (including through the contact form on the platform). It is emphasized again that BnBidea cannot be involved in complaints from the user about or claims from the user to other users of the platform, whether or not related to agreements concluded between the latter.
2. Complaints submitted to BnBidea shall be answered within a period of fourteen days after receipt thereof. If a complaint requests a longer processing time, a receipt will be sent within fourteen days, indicating when the user can expect a more comprehensive response.
3. If the complaint about BnBidea submitted by a user, natural person, not acting in an occupation or company cannot be resolved by mutual agreement, the user may submit the dispute to the disputes committee via the ODR platform ([Ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/)).

#### **ARTICLE 11. | FINAL PROVISIONS**

1. BnBidea is entitled to transfer its rights and obligations from the user agreement to a third party who may take over the operation of the platform in the future.
2. Only Dutch law shall apply to any user agreement and any legal relationships arising therefrom.
3. If a legal dispute arises between parties, parties must, prior to appeal to the court, commit themselves to their best efforts to settle the dispute by mutual agreement.

4. Insofar as the law does not differ significantly under the circumstances of the case, only the competent court in the district of BnBidea shall be appointed to notify of any legal disputes between the parties.

5. If these terms and conditions have been made available in several languages, the Dutch version thereof will always determine the explanation of the terms stated therein.