



Article 1. Definitions and Applicability

1.1 DEFINITIONS. In the General Conditions, the following capitalized terms shall have the meaning set out below. All words and terms defined in the singular have the same meaning as in the plural and vice versa.

- **Subscription:** A subscription for the delivery and receipt of the Product where the Customer has an opportunity to put up and to manage/offer a holiday home, also called "Object", which is easily accessible for lease/rent on the Internet.
- **Agreement:** All orders, contracts, subscriptions and registrations between suppliers and consumers.
- **Provider:** The Dutch firm "Huur een Huisje", developer, owner and operator of several websites such as huureenhuisje.nl, rent-holidayhome.com and all its other (European) websites and components on which the Provider presents the product and Subscriptions.
- **Customer / House Owner / Host:** Any natural person / legal entity to rent out one or more house objects and with whom the Provider enters into an Agreement.
- **Product:** A website add for which, depending on chosen functionality, an annual Subscription fee is payable.
- **Object:** Holiday House to rent, caravan, hotel, hostel of house owner.
- **Tenant:** The Tenant of the Property belonging to the House Owner.
- **Lease:** A Contract between House Owner and Tenant for the Lease of an object.
- **Register / Registration:** Customer must provide Personal Information to Provider through Registration.
- **Personal Information:** Information for which the Customer can be identified.
- **Private Parts:** Area or part of the Product that only the Customer with Username and Password can access.
- **Username:** Identification of the Customer required accessing the system and adjusting his / her Subscription and Data.
- **Password:** The password of the Customer that is needed together with the User name to allow access to the System.
- **Content:** All kinds of digital information, data, text, files, photos, pictures, animations, movies, software, sounds, music, messages or other content.
- **Content Management System:** a password protected area where the Customer manages, modifies, delete or/and add Content.
- **Server:** A computer system used by the Provider of digital information and images stored in a structured manner and accessible to the Customer.
- **External Payment Services:** An external provider that offers a (secure) Internet environment for the processing of electronic payments.
- **Terms:** These General Terms and Conditions

1.2 APPLICABILITY. These Terms apply to all offers, Agreements and other legal relationships between suppliers and clients. The applicability of any purchase or other conditions of the Customer is excluded, unless the Provider expressly agreed otherwise in writing.

1.3 INVALIDITY OR INEFFECTIVENESS. Invalidity or non-binding nature of any provision of these Conditions will not affect the validity of the remaining provisions. In case one or more provisions are void, voidable or ineffective, they are deemed to be converted into provisions that are valid and most of the content and scope of the invalid provision or non-binding approach.

Article 2. Subscriptions

2.1 DURATION. The Subscription is valid for one year. Unless the Customer cancels no later than one month before the end of this period the Subscription, this will automatically be renewed indefinitely.

2.2 RENEWAL, TRANSFER AND TERMINATION. The Customer can terminate the Subscription during renewal period. The denunciation shall have effect one month after receiving the notice. Under 'one month' notice period is defined by the day with the same number in the next month. The Customer may terminate the Subscription through the same channel which it has been subscribed and always by e-mail and writing. If, after termination, the Customer has paid more than due for the period between the last invoice and the date of termination, the difference will be refunded within 30 days.

2.3 SUBSCRIPTION WITH YEARLY PAYMENT. There is a choice of four subscriptions for which an annual fee is required. Prices and fees are listed on the website.

2.4 FREE SUBSCRIPTION AD. In addition to the subscriptions with a yearly fee, a free Subscription Ad can be registered. Validity is six months and the Customer must login monthly to preserve the free advertisement. After half a year, the Customer must decide to sign up for a paid subscription.

2.5 TRIAL SUBSCRIPTION. A trial subscription can only be registered for the first Object, not for more. If the Customer has entered on a trial or introductory Subscription, the trial or introductory Subscription will be implicitly converted into a permanent contract after the trial period. The one month's notice mentioned in Article 2.2 is also applicable thereto.

2.6 NO-CURE-NO-PAY. Only for Customers who have registered their Object with a "Free Subscription Ad" or "Trial Subscription", a No-Cure-No-Pay (NCNP) subscription can be registered after the prior subscription lapses. The NCNP subscription is equal to the Premium Subscription, only with no annual fixed costs and no booking calendar integration into the own website. If a booking is made on the relating object with a NCNP subscription, a fee on the rent (rent excluding extra / incidental expenses) will be charged.

2.7 UPGRADE. If during a current Subscription period, a new Subscription for a higher package is completed (a so-called upgrade), then there is a new Agreement and Article 2.1 applies.

2.8 SUSPENSION. Subject to Articles 2.1 till 2.6 of these Terms and Conditions, Provider's obligations to the Customer from the Subscription or otherwise is suspended or terminated with immediate effect by written notice if:

- the Customer is deceased.
- the Customer fails to comply with one or more obligations under the Subscription, these general Terms and Conditions or any other legal relationship with the Provider and when the Customer fails to comply with this obligation and/or if it is susceptible to repair or restore within 30 days after it was mentioned by the Provider.
- complaints or reports of Tenants are not sufficiently handled by the House Owner, at the discretion of the Provider
- the bankruptcy, receivership or participation in any debt restructuring scheme of the Customer or the Customer has requested an extrajudicial Agreement with its creditors under which Provider suspects that the Customer (payment) obligations will no longer be honoured.
- Provider is no longer able to deliver Subscriptions or components, whatever the reason.
- Provider is no longer required on reasonable grounds to continue the Subscription to the Customer.

2.9 REFUND AND DISCOUNTS. By early termination, the Customer, regardless of cause or manner of termination, is not entitled to a refund of prepaid Subscription fees. Offers and/or reductions Agreements cannot be used in combination, unless expressly agreed otherwise in writing.

Article 3. Rates and Fees

3.1 FEES. Provider's service fee is payable according to the agreed rates. Tariff changes will only apply to a new Subscription or next Subscription period. Existing Agreements remain in force until the expiration of the Agreement. When extending an existing Agreement, the new rates apply. The Customer grants his / her approval for the charging of tariffs agreed by the Customer via a payment method. All prices and fees from the Customer to the Provider which is due include the required statutory taxes.

3.2 DEVIATIONS. If between the date of supply and of entering into the contract, a higher price occurs, Provider reserves the right to pass such an increase to the Customer, unless expressly excluded by a statutory prohibition.

Article 4. Payments

4.1 PAYMENT. For subscriptions with yearly payment (Article 2.3) an annual subscription fee shall be paid in advance. For No-Cure-No-Pay Subscriptions (Article 2.4), a monthly bill in arrears will be issued if bookings took place. For subscriptions based on a Business-to-Business or Advertising / Lead Supply Agreement, the payment terms are governed in the relevant Agreement.

4.2 PAYMENT TERM. All payments must be made within 30 days of invoice date. The invoice date is set at the commencement date of the Agreement, unless agreed otherwise.

4.3 EXTERNAL SERVICE PAY. The Service Provider will charge any fees owed by the Customer when using Remote Service Pay or other third party services.

4.4 PAYMENT METHODS. Customer can choose from different payment methods, such as credit card, PayPal, iDeal or bank transfer. Customer must be entitled to effect payment by such payment method. For each subsequent payment, the Customer can choose an alternative payment method as long as it is entitled to effect payment by such method.

4.5 LATE PAYMENT. If the Customer exceeds the payment then he/she is legally in default and the Customer owes, from the date of default interest at a rate of 2.5% per month on the outstanding amount, the part of a month counted for a whole month, and the extrajudicial collection cost which is a minimum of € 50,-, and where appropriate the legal costs. Provider can deactivate the Subscription. The Object is no longer visible on the Internet.

Article 5. Customer Obligations

5.1 ACCEPTANCE OF THE TERMS. Registration is at the Customer Agreement with the Provider and the Customer accepts the General Conditions of the Provider. Any General Terms and Conditions of the Customer are rejected.

5.2 REPUTATION PROVIDER. The Customer reserves from making statements or conducting his/her Content in a manner that may harm the proper name of the Provider.

5.3 DISTORTION OPERATION. Customer will not upload any Content, data, information, materials or applications or email, post, transmit or otherwise make available or link to places that cause damage, distort or cause performance degradation of the servers of the Provider or to / from any other servers on the Internet.

5.4 CONTENT RESTRICTIONS. Customer will not upload, email, post, transmit or otherwise make available or place any Content, information or applications:

- that are unlawful
- the violation of any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- which Customer has no right to them available from the law, from contractual provisions or from professional or on the basis of confidential information;
- morally objectionable or defamatory;
- that pornographic images and / or texts containing;
- that are of child abuse, animal suffering or other suffering with purpose to propagandize;
- that are racist or hurtful statements, texts and / or pictures.

This includes digital and / or textual references, links, buttons or banners that link to other sites with similar Content (public or private) shall apply to above prohibition. Provider can immediately and unilaterally terminate the above Agreement with the Customer and declare them to the appropriate authorities.

5.5 NOT PERMITTED. The Customer is prohibited from using the services of Provider for any of the following acts and / or behaviour;

- spamming: the unsolicited sending of large amounts of email with the same Content;
- mail advertising: the unsolicited sending of large amounts of advertising mail;
- email bombing: sending one or more very large emails, electronic mailboxes in order to overload and/or frustrate the recipients;
- Hacking: invade other websites, computers or computer systems on the Internet without permission;
- The collection and storage of Personal Data of Customers and other users.

Article 6. Availability, Changes and Risk

6.1 AVAILABILITY. The Provider will reasonably comply with the commitment to ensure availability of the Subscription to the Customer. However the Provider cannot guarantee that the Subscription is always available and has the right to temporarily suspend the service of maintenance, to effect changes or other urgent matters.

6.2 CHANGES. Provider has the right to change fees, conditions, delivery and Content of Subscriptions and Agreement. Provider shall make known such changes at least 4 weeks before the introduction of the changes in a sufficient manner known to the Customer. Changes will be communicated mostly through e-mail or via the websites of the Provider. If such changes are to the detriment of the Customer, the Customer has a right to reject the Agreement in writing without incurring extra charges as of the date the changes takes effect. On the lapse of 4 weeks after notification of the amendment, the Customer shall be deemed to have consented to the change(s).

The following changes are not regarded as a change in the meaning of the continuing and therefore do not constitute grounds for termination:

- reduction in compensation;
- change either in the benefit or the detriment of the Customer ("neutral modifications");
- changes required under legislation or any other government-established system or order;
- increase of any payment method or allowances not within the control of the Provider;
- additions of functionality per Subscription Form.

6.3 MAINTENANCE. Provider shall maintain service to the Product. The regular maintenance of the systems will be conducted as much as possible on weekdays between 07.00 hours and 10.00 hours and / or 20.00 hours and 24.00 hours.

6.4 NETWORK & LOGIN. The Provider is entitled to make changes in the networks, network elements, IP addresses or login procedures used for the Subscription. Where it is reasonably foreseeable that a change in a network will require some adjustment from the Customer, the Provider will announce this change within a reasonable time before effecting such changes.

6.5 BACKUPS. The Provider will regularly make backup of Contents. If an Agreement is terminated in any way the Provider is entitled to remove the full Subscription and Content of the Product. To that respect Customer is advised to also make personal backups. Upon expiry of the Agreement the Customer cannot claim/request/rely on any stored information or Content.



Article 7. Data Protection

7.1 PRIVACY STATEMENT. Personal Data and certain other details of the Customer are subject to the Privacy Policy. The Policy is expressed in the Privacy Statement, which can be found on the websites of the Provider.

7.2 CONFIDENTIALITY PROVIDER. The Provider is obliged to disclose to third parties any details of the Customer and the Customer will obtain information on which the confidentiality obligation is solely for the purpose for which the information was obtained.

7.3 CONFIDENTIALITY CUSTOMER. The Customer receives a Username and Password upon Registration to gain access to the private parts of the websites of the Provider. The Customer is responsible for maintaining the confidentiality of personal information, such as Username and Password. This will never be shown to third parties the Customer. The Provider shall take appropriate measures to protect the data stored by the Customer or his / her Product.

7.4 UNAUTHORIZED USE. The Customer agrees that (a) Provider is immediately informed of any unauthorized use of his / her username and password or any other proceedings in the security, and (b) at any time to log out at the end of a session. Provider does not protect the Customer against the misuse of his / her login data.

7.5 ACCESS. The personal data of the Customer are stored in a secured database. This information is encrypted and not visible to users of the Product. Only the Customer has the option to view and or change.

7.6 SECURITY PAYMENTS. Most payment methods are provided by an external Payment Service. Data transfers are made over a secure connection. This External Payment Services may be bind to own Terms and Privacy Statement.

Article 8. Intellectual Property Rights

8.1 INTELLECTUAL PROPERTY OF THE PROVIDER. The full websites Provider system, including the software code, text, photographs, graphics, design, databases, domains and other parts are the intellectual property of Provider. All rights lie with the above Provider. The transfer of intellectual property rights or copyrights is not part of the Agreement.

8.2 INTELLECTUAL PROPERTY OF THE CUSTOMER. The Customer declares that all Content is owned or posting Content with the permission of the copyright owner. The Provider acknowledges that Customer owns all the Content and has a license which has been created and placed by the Customer.

The Supplier Customer licensed the use of any Content provided by the Customer. The Content is protected by copyright. The Customer grants to Provider the continuous, non-exclusive right to use such material in whole or in part, without additional compensation, to show or publish on the websites of Provider.

8.3 BREACH. Provider is not liable if the Customer violates copyrights or other rights. All expenses, fees and fines that result from that are borne by the Customer. If the copyrights or other rights of the Customer are violated, it's the Customer self responsible to take action against the violator. The Provider plays no role in this situation. The Customer indemnifies Provider against all claims in this respect.

8.4 DISSEMINATION. The Customer is not allowed to disseminate, copy and / or reproduce, modify, or distribute authorized software, Products or part of Products, templates, designs or other digital data, without express written consent of Provider.

Article 9. Establishment of the Agreement

9.1 AGREEMENT. Agreements may be entered into by persons of 18 years or older. Provider shall have the right to refuse Agreements without reason to refuse.

9.2 OFFERS. All offers are without obligation, unless expressly agreed in writing otherwise and subject to any printing or programming errors and subject to the possibility of interim changes in price and composition. Contracts are formed only if the acceptance thereof is confirmed by the Customer.

9.3 DELIVERY. All by or on behalf of the Provider stated delivery times are approximate. Only in the event that this deadline is unreasonably exceeded, the Customer has the right to cancel the order. The Customer is for that reason never entitled to any form of compensation.

9.4 THIRD PARTIES. The Provider is entitled to use third parties with regards to the implementation of any Agreement. These Terms and Conditions also apply for these third parties.

9.5 TRIAL PERIOD. The Provider may set a trial period. During this period, which is defined specifically by the Provider, the Customer is offered the possibility to try and experience the functionality of a Product.

9.6 BONDAGE. On registration of the Subscription, the Customer states to be bounded by all terms and conditions as described in these Terms and Conditions.

Article 10. Liability and Indemnities

10.1 LIABILITY OF THE CUSTOMER. The Customer is liable for any damage caused or suffered by the Provider, arising from any wrongful act or omission the Customer or breach in the fulfilment of obligations under the Agreement or from the failure to comply with the General Terms and Conditions. In addition, the Customer is fully responsible and liable for all self displayed Content. The Provider shall bear no responsibility whatsoever.

10.2 OWN RISK. Customer understands and acknowledges that the use of the Subscription is at own risk. The Product is provided on an "as is" basis and "as available" basis without any warranties of any kind.

10.3 LINKS. There is the ability to post links to other Internet sites or Internet resources. The Provider is not responsible or liable for the availability of external websites or resources in any form whatsoever. The Customer further acknowledges and accepts that Provider is not responsible or liable, directly or indirectly, for any loss or damage, caused or allegedly caused by or in conjunction with the use of or reliance on any such content, products or services available on or through such external websites or resources.

10.4 DISCLAIMER AND GUARENTEES. Provider disclaims all express and implied warranties with regard to information and services. This also means that the implied warranties of merchantability, fitness for a particular purpose and not to infringe rights of third parties. Provider cannot guarantee that (a) the Product meets the requirements and needs, (b) the Product at any time is interference free, secure and error free, (c) possible errors in software or code (can be) corrected.

10.5 MISCOMMUNICATION. In the communications between the Customer and Provider, the Provider is in no way responsible for misunderstandings, delays, not deliverable messages or unclear communications caused by the use of the Internet, email, or any other communication.

10.6 LIMITATIONS OF LIABILITY PROVIDER. The Provider shall in no event be liable for any damage, direct and / or indirectly, in any way created by or arising from:

- the use of the websites and Product of the Provider;
- software errors in Product, especially in the booking calendar;
- inaccessibility of the Product for technical reasons, provided incorrect URL or non functioning e-mail of the Customer
- maintenance and calamities;
- inaccurate, incomplete or outdated information;
- the possible consequences of action based on stated information;
- the unlawful use of the systems of the Provider by third parties;
- the unexpected loss of the Customer Content;
- unauthorized access to the Product;
- Content that the Customer or any third party is placed and / or for unknown purposes;
- issues in leases or complaints between House owners and Tenants;
- consequential damages, lost profits, lost savings and damage due to business interruption;
- an error or omission in the performance of the Agreement to place the object.

10.7 DESIGN OF NEGLIGENCE. The recorded limits of liability for direct or indirect damages shall not apply where the damage is caused by intent or negligence of Provider or its subordinates.

10.8 OBJECT INFORMATION – FOR TENANTS. All information from holiday homes is provided by House Owners themselves. Although in compiling of the Content the utmost care is being sought that information is as closely as possible to conclude, wave the publisher, editors and employees of the Provider, as well as the Provider cooperative offices, all liability for errors, inaccuracies or any consequences of acting based on information on or available through the Product and websites of the Provider.

10.9 BOOKINGS AND LEASES – FOR TENANTS. Reservations and bookings are always realized between House Owner and Tenant. After booking, it is the House Owner's initiative to create a genuine lease. The House Owner hereby reserves the right to ignore information or booking requests. Any complaints should be forwarded directly to the Host. Any problems and disputes in the Rental Agreement are solely a matter between Tenant and House Owner.

10.10 INDEMNIFICATION, COSTS AND DAMAGES. The Customer indemnifies the Provider in full for all claims and / or damages, including reasonable fees for legal assistance, the Customer themselves or others in any way resulting from and / or in connection with the Customer, breach of the Terms and Conditions by the Customer or breach of any other right of any party.

Article 11. Force Majeure

11.1 FORCE MAJEURE. The Provider is not obliged to perform any obligation to the Customer if it is prevented from doing so due to a circumstance which is within the control of the Provider. If the Provider cannot supply, or cannot fully or in a timely manner comply with its obligations under the Agreement then the Provider is entitled, without judicial intervention and without damages, to dissolve such an Agreement.

11.2 DEFINITION. Force majeure shall include: means the failure of the host server of the websites of the Provider, disruption of internet traffic, disturbances caused by spamming of websites of the Provider, a business failure, a failure in the energy and/or material supply, a fault on the Provider used computer, fire, water, special weather conditions, disasters, war and threats of war, infectious diseases, government measures, molestation, exclusions, procrastination, transportation delays, one strike and late or incorrect delivery (s) by suppliers.

ARTICLE 12. FINAL PROVISIONS

12.1 APPLICABLE LAW. All legal relationships to which the Provider is a party, only Dutch law applies even if the other party is domiciled or established abroad. The Terms are sworn into English. In the case of ambiguity, language interprets or apparent contradiction, the Dutch version prevails.

12.2 DISPUTES. Parties will only appeal to the court after making every effort to have a dispute resolved in mutual consultations.

12.3 NOTICES. All notices, including complaints, cancellations and dissolutions the Customer to the Provider wishes to do or should do under these Terms, shall be in writing, within seven working days after the onset / acquainted with the facts and / or circumstances beyond the complaint is based and / or the information relates to be done.

12.4 ASSIGNMENT. It is prohibited to transfer the Agreement to third parties or others, unless expressly permitted in writing by the Provider otherwise.

12.5 GENERAL TERMS AND CONDITIONS. The Conditions are filed with the Chamber of Commerce in The Netherlands with number 73545619. These General Terms and Conditions are valid from January 1st 2019 and supersede all previous versions. The General Terms and Conditions also apply to all existing agreements. For newly negotiated agreements, the Terms and Conditions are always attached. A latest version can be downloaded from the website.