

User conditions

Inschrijvenwonen.nl

Artikel 1 Definitions

- 1.1 In these user conditions, the following terms are applied in the definitions as described below, unless emphatically indicated otherwise or it evinces differently from the context:
- a. Inschrijvenwonen.nl: the user of these user conditions: Inschrijven Nieuwbouw B.V., established on Herengracht 450 in Amsterdam, the Netherlands, registered at the Chamber of Commerce under number 71679626;
 - b. subscriber: the natural person who has registered at the website;
 - c. website: the website www.inschrijvenwonen.nl which is managed by Inschrijvenwonen.nl;
 - d. provider: the realtor or real estate developer the house of whom is offered on the website, for which the subscriber can register;
 - e. real estate developer: the owner of the house;
 - f. real estate project: the real estate project consisting of houses which has been posted on the website;
 - g. house: the lodgings, such as, though in no case limited to, single-family home, apartment, penthouse, or loft, which is proposed by the provider on the website for sale or rent and which is a part of the real estate project;
 - h. purchase agreement: the purchase agreement between the subscriber and the real estate developer;
 - i. rental agreement: the rental agreement between the subscriber and the real estate developer.

Artikel 2 General

- 2.1 These user conditions are applicable to the use of the website and to registration.
- 2.2 Any possible deviations from these user conditions are only valid if they have been expressly established in writing or electronically.
- 2.3 If one or more of the provisions in these user conditions are void or were to be annulled, the other provisions of these user conditions remain fully effective. In that case, Inschrijvenwonen.nl has the right to establish in its stead a provision which is not unreasonably onerous for the subscriber and which approximates the provision as closely as possible.
- 2.4 Inschrijvenwonen.nl has the right to unilaterally change these user conditions. Applicable is always the version of the user conditions as it was effective at the moment that the subscriber registers. The subscriber is notified of the altered user conditions by e-mail.
- 2.5 If Inschrijvenwonen.nl does not always demand strict observance of these user conditions, this does not mean that the provisions thereof are not applicable, or that Inschrijvenwonen.nl to any extent were to lose the right to demand the strict observance of the provisions in these user conditions in other cases.

Artikel 3 The offer

- 3.1 The offer on the website is non-committal.
- 3.2 Typing errors or apparent mistakes do not bind Inschrijvenwonen.nl or the provider.

Artikel 4 Registration

- 4.1 To be able to subscribe for a house, the subscriber must first register on the website.
- 4.2 After registration has been completed successfully, Inschrijvenwonen.nl forthwith sends the subscriber confirmation of registration by e-mail.
- 4.3 Registration on the website is free of charges.

Artikel 5 Subscribing, obligations of the subscriber and data

- 5.1 Subscription for a house is free of charges.
- 5.2 During the registration process and upon subscription the subscriber commits himself to provide correct contact information and other data which are requested. When registering for a house for sale, the following must be stated/the following choices must be made:

- a. Amount that the subscriber wishes to pay, which may be the asking price or higher;
- b. Caveats or not;
- c. Choice: Caveat of 100% financing;
- d. Choice: Own funds available for purchase;
- e. Choice: Caveat of sale of own home;
- f. Choice: Financial control conducted.

In addition, all documents which may be of importance for the provider to determine whether the provider wishes to enter into a purchase agreement or a rental agreement with the subscriber, such as pay slips, employer's statement, etc. must be uploaded through the website. After the subscriber has filled out all information and uploaded all documents and such has been positively evaluated by the system, the subscription can be completed. If the subscriber has subscribed successfully for a house, Inschrijvenwonen.nl will forthwith send the subscriber confirmation of subscription by e-mail.

- 5.3 The information mentioned in article 5.2 under a through f is posted on the website anonymously and is visible for other visitors of the website. The name of the subscriber is not stated on the website, but his subscription number is.
- 5.4 The subscriber is responsible at all times for his account and for his log-in data. The subscriber must keep his log-in data to himself diligently and under no circumstance pass on this log-in data to third parties.
- 5.5 Per real estate project, the subscriber can subscribe for a maximum of five houses.
- 5.6 If the subscriber acts in violation of these user conditions, legislation and regulations, violates the rights of third parties, or acts illegitimately towards Inschrijvenwonen.nl, the subscriber is liable for all damage which Inschrijvenwonen.nl incurs as a consequence and Inschrijvenwonen.nl has the right to block the account of the subscriber and to remove the subscription of the subscriber. The subscriber is informed of this by e-mail.

Artikel 6 Fair use

- 6.1 It is not permitted to make use of the website in a manner which may hinder other users of the website or may otherwise impair the proper functioning of the website. It is furthermore not permitted to make use of closed parts of the website through the application of other than the own personal log-in data.

Artikel 7 Offer and liberty of the provider

- 7.1 The houses are offered for sale or for rent by the providers and not by Inschrijvenwonen.nl. Inschrijvenwonen.nl is not the owner of the houses which are offered for sale or for rent on the website.
- 7.2 Apparent typing errors and mistakes are not binding for the providers.
- 7.3 Inschrijvenwonen.nl is never responsible for text, photos, videos, floor plans, etc. included in the offer deriving from providers.
- 7.4 The provider is at liberty to determine whether he sells or rents out the house and to whom he sells or rents the house.

Artikel 8 Position of Inschrijvenwonen.nl

- 8.1 Inschrijvenwonen.nl can never guarantee that the subscription leads to a purchase agreement or to a rental agreement.
- 8.2 Inschrijvenwonen.nl is in no manner responsible towards the subscriber for the conduct, expressions, provision of information, etc. of the provider.
- 8.3 If the real estate developer does not or does not fully comply with the purchase agreement or the rental agreement, Inschrijvenwonen.nl cannot be held accountable for this.

Artikel 9 Intellectual property rights

- 9.1 Every intellectual property right regarding the website and where it regards information provided by Inschrijvenwonen.nl to the subscriber, lies with Inschrijvenwonen.nl or the providers.
- 9.2 The subscriber must at all times respect the intellectual property rights of Inschrijvenwonen.nl and of the providers.

Artikel 10 Liability and limitation term

- 10.1 Inschrijvenwonen.nl cannot be obliged to compensate any damage which is a direct or indirect consequence of:
- a. an event which is effectively outside his control and therefore cannot be attributed to his actions and/or inactions, as described, for example, in article 11 of these user conditions;
 - b. any action or failure to act on the part of the subscriber.
- 10.2 Inschrijvenwonen.nl cannot guarantee the continued availability of the website, the accuracy of all information included on the website and/or the occurrence of unauthorised use thereof by third parties. The website is offered in its current state and as available, without any express or tacit guarantee of any kind whatsoever.
- 10.3 Inschrijvenwonen.nl does not guarantee the information which a provider has placed on the website or which Inschrijvenwonen.nl has posted on the website by order of the provider. If information on the website deriving from a provider is not correct or complete, Inschrijvenwonen.nl can never be held accountable for this.
- 10.4 Inschrijvenwonen.nl is not liable for damage, of whatever nature, due to Inschrijvenwonen.nl or the provider relying on incorrect and/or incomplete information provided by the subscriber.
- 10.5 Inschrijvenwonen.nl can in no manner whatsoever be held accountable for the loss of log-in codes applied by the subscriber. Inschrijvenwonen.nl can therefore not be held responsible if unauthorised third parties make use of the log-in codes of the subscriber. In the event the subscriber concludes that unauthorised third parties make use of his log-in codes, then he must forthwith inform Inschrijvenwonen.nl accordingly.
- 10.6 The subscriber will in no manner hold Inschrijvenwonen.nl accountable for the quality of the house. Inschrijvenwonen.nl cannot be held responsible if the house does not meet the expectations of the subscriber.
- 10.7 Inschrijvenwonen.nl is not liable for the maiming or loss of data as a result of the shipping of the data with the aid of telecom facilities.
- 10.8 Every decision for the subscription for a house and to enter into a purchase agreement or a rental agreement as a result of information obtained on the website is the full responsibility of the subscriber.
- 10.9 Inschrijvenwonen.nl is never liable for indirect damage or consequential damage.
- 10.10 Rights of claim and other powers of the subscriber on whatever account vis-a-vis Inschrijvenwonen.nl lapse in any case after expiry of one year from the moment at which a fact occurs leading to the subscriber being able to appeal to these rights and/or powers vis-a-vis Inschrijvenwonen.nl.

Artikel 11 Force majeure

- 11.1 Inschrijvenwonen.nl is not bound to provide services if he is impeded from doing so as a result of force majeure. By force majeure is intended, e.g.: a non-attributable shortcoming by deployed third parties, the temporary un- or insufficient availability of hardware, software and/or internet- or other telecom connections which are necessary for the delivery of the services, weather conditions, government measures, power outages, war and rioting, fire, theft, data loss as a consequence of computer malfunction, virus infection or hacking by third parties, modifications to legislation and regulations, as well as any other situation on which Inschrijvenwonen.nl cannot exercise any (decisive) control.

Artikel 12 Complaints

- 12.1 Complaints about the website and/or the provision of services of Inschrijvenwonen.nl can be reported to:
Inschrijven Nieuwbouw BV
Herengracht 450
1017 CA Amsterdam
e-mail: info@inschrijvenwonen.nl
telephone: 0800-1261
- 12.2 Complaints are handled by Inschrijvenwonen.nl within 14 days. If the handling of a complaint unexpectedly is not possible within the 14-day term, the subscriber will be informed of the duration of the delay.

Artikel 13 Processing personal data

13.1 Inschrijvenwonen.nl processes personal data in accordance with its privacy policy, see <https://www.inschrijvenwonen.nl/nl/privacybeleid>

Artikel 14 Applicable law and competent court

14.1 To the use of the website and to inscription Netherlands legislation is applicable.

14.2 All disputes between subscriber and Inschrijvenwonen.nl will be exclusively settled by the court competent in the Netherlands within the jurisdiction of which the place of establishment of Inschrijvenwonen.nl is located. The subscriber has a month's time after Inschrijvenwonen.nl has appealed in writing to this clause vis-a-vis the subscriber, to choose a court competent pursuant to the law for the settlement of the dispute.