

## **General conditions**

### **Homesonline365.com**

#### **Artikel 1 Definitions**

- 1.1 In these general conditions, the following terms are used in the meaning described below, unless it is emphatically indicated otherwise or is evinced differently by the context:
- a. Homesonline365.com: the user of these general conditions: Inschrijven Nieuwbouw B.V. established on Herengracht 450 in Amsterdam, the Netherlands, registered at the Chamber of Commerce under number 71679626;
  - b. client: the real estate developer or the realtor who has entered into an agreement with Homesonline365.com;
  - c. real estate developer: the client being a company having developed a real estate project;
  - d. realtor: the client being a real estate agency which has entered into an agreement with Homesonline365.com on behalf of his customer;
  - e. real estate project: the real estate project consisting of residences;
  - f. the house: the residence, such as, though certainly not limited to, single-family home, apartments, penthouse or loft, which is a part of the real estate project;
  - g. agreement: the agreement between Homesonline365.com and the client;
  - h. website: the website [www.Homesonline365.com](http://www.Homesonline365.com);
  - i. subscriber: the natural person who has subscribed for a house through the website;
  - j. sales agreement: the purchase agreement between the subscriber and the real estate developer;
  - k. rental agreement: the rental agreement between the subscriber and the real estate developer.

#### **Artikel 2 General**

- 2.1 These general conditions are applicable to all agreements between the client and Homesonline365.com.
- 2.2 Any possible deviations from these general conditions are only applicable if they have been emphatically established in writing or electronically.
- 2.3 The applicability of any possible purchasing or other conditions of the client is emphatically rejected.
- 2.4 If one or more of the provisions in these general conditions are void or were to be annulled, the other provisions of these general conditions remain fully effective. The void or annulled provisions will be substituted by Homesonline365.com, whereby the purpose and substance of the original provision(s) will be observed as much as possible.
- 2.5 Homesonline365.com has the right to unilaterally change these general conditions and to declare the modified general conditions applicable to the existing agreement. The client is informed of the modified general conditions in writing or by e-mail.
- 2.6 If Homesonline365.com does not constantly demand strict observance of these general conditions, this does not mean that the provisions thereof are not applicable, or that Homesonline365.com were to lose to any degree the right to demand the strict observance of the provisions of these general conditions in other cases.

#### **Artikel 3 Offer**

- 3.1 Any offer of Homesonline365.com is non-committal.
- 3.2 Homesonline365.com cannot be bound by apparent mistakes and typing errors in its offer or on the website.
- 3.3 Listed prices do not automatically apply to future assignments.

#### **Artikel 4 Adoption of the agreement, effective time and cancellation**

- 4.1 The agreement is adopted after both parties have undersigned the agreement or otherwise after the client has emphatically accepted in any other way the offer of Homesonline365.com.
- 4.2 The agreement is adopted for an unlimited time, unless parties have emphatically established otherwise. The agreement for an unlimited time can be cancelled at all times by parties with due regard for a reasonable notice period.

- 4.3 If the agreement is concluded for a fixed period, the agreement cannot be cancelled prematurely, unless parties have emphatically established otherwise.

#### **Artikel 5 Implementation of the agreement**

- 5.1 The activities which Homesonline365.com conducts in the context of the agreement for the client, are established by parties in writing or by e-mail.
- 5.2 Homesonline365.com will carry out the activities to the best of its abilities and as a diligently acting professional.
- 5.3 Homesonline365.com has the right upon the implementation of the agreement to deploy one or more third parties.
- 5.4 Homesonline365.com will never be held to carry out its activities in violation of his professionalism, a third-party right, a legal obligation, or with what is commonly deemed decent.
- 5.5 The realtor and Homesonline365.com jointly conduct the sales process for the customer of the realtor.
- 5.6 It is possible that Homesonline365.com collaborates in the context of the agreement with the realtor of the real estate developer. Homesonline365.com can never be held accountable for the actions and/or failure to act on the part of the realtor of the real estate developer.
- 5.7 Homesonline365.com does not guarantee that the implementation of the agreement or a marketing advice issued leads to the desired result, such as the sale or lease for a good price of one or more houses.
- 5.8 The client can log in on the website and thus has access to a portal where he can view the subscriptions to his houses. The system calculates which subscribers are most suitable for the sale or lease of the house. No rights can be derived from this calculation.
- 5.9 With the permission of Homesonline365.com itself, the client can post a real estate project on the website, so that the houses can be subscribed for.
- 5.10 The client can decide himself when he wishes to terminate the possibility of subscribing for a house, unless an end date has been established for subscription.

#### **Artikel 6 Modification of the agreement**

- 6.1 If during the implementation of the agreement it becomes apparent that it is necessary for an adequate implementation to modify or supplement the activities to be conducted, parties will timely and through mutual consultation modify the agreement correspondingly.
- 6.2 If the modification of or the supplementing of the agreement will have financial and/or qualitative consequences, Homesonline365.com will inform the client of this beforehand.

#### **Artikel 7 Position of Homesonline365.com and reflection period**

- 7.1 Homesonline365.com can never be held responsible for the actions and/or failure to act on the part of the subscriber.
- 7.2 For the subscriber purchasing a house the statutory reflection period applies of three days, counted from the moment that the buyer has received copy of the sales agreement signed by both parties.
- 7.3 If the subscriber does not comply with the sales agreement or the rental agreement, the real estate developer must address the subscriber for this, and not Homesonline365.com.
- 7.4 If the subscriber retracts his offer or rescinds the sales agreement or the rental agreement, Homesonline365.com cannot be held responsible for this.
- 7.5 Homesonline365.com does not guarantee that the information provided by a subscriber correspond with the truth or is complete. Homesonline365.com never is liable in case a subscriber has provided incorrect and/or incomplete information through the website or in any other manner to the client. Homesonline365.com does not control the information provided by the subscriber.

#### **Artikel 8 Obligations of the client**

- 8.1 The client makes sure that all information for which Homesonline365.com indicates that it is necessary or of which the client should reasonably understand that it is necessary for the implementation of the agreement, is available on time.

- 8.2 All information, photos, drawings, floorplans, etc., which the client has provided to Homesonline365.com for publication on the website or which the client himself posts on the website with the permission of Homesonline365.com, must be correct and complete, and such that subscribers can form a good idea of the real estate project and the house, and they may in no manner be misleading.
- 8.3 The client declares to be authorised to offer the house and that the selling of the house does not violate the law or a third-party right.
- 8.4 If the house is no longer available, the client must forthwith inform Homesonline365.com accordingly and the house must be removed from the website.
- 8.5 It is only permitted to the client to make use of the information which the subscriber has provided through the website with an eye on the conclusion of a sales agreement or a rental agreement. Use for any other purpose is prohibited, including:
- a. The sending of spam;
  - b. The collection of e-mail addresses.
- 8.6 The client must process the personal data of subscribers in accordance with privacy legislation, and special reference is hereby made to privacy legislation GDPR (or its Netherlands application AVG).
- 8.7 The client will not apply the information of the subscriber in such a manner that the reputation of Homesonline365.com is adversely affected.
- 8.8 The client is obliged to forthwith inform Homesonline365.com regarding facts and circumstances which may be important in connection with the implementation of the agreement.
- 8.9 The client safeguards Homesonline365.com against any possible claims by third parties which incur damage in connection with the implementation of the agreement which damage is attributable to the client.
- 8.10 It is not permitted to the client to make utterances which damage or could damage the reputation of Homesonline365.com and/or of the website.
- 8.11 The client is responsible at all times for his account and for his log-in data. The client must take care to keep his log-in data to himself and not to give it to third parties under any circumstance.
- 8.12 It is not permitted to the client without the prior consent of Homesonline365.com to offer the possibility on other websites to subscribe for a house which is also posted on the website of Homesonline365.com.
- 8.13 The client refrains from all activities which can overturn the implementation of the agreement by Homesonline365.com and/or can impede Homesonline365.com in the implementation of the assignment.
- 8.14 Homesonline365.com assumes that the client complies with all his legal obligations.
- 8.15 If the client acts in violation of these general conditions, legislation and regulations, or breaches third-party rights or acts illegitimately towards Homesonline365.com, then the client is liable for all damage which Homesonline365.com incurs as a result, also including loss of turnover and damage to reputation.

#### **Artikel 9 Fair use**

- 9.1 It is not permitted to make use of the website in a manner which could hinder other users of the website or could otherwise impair the proper functioning of the website. It is furthermore not permitted to make use of closed parts of the website through the by-passing of security measures or by using other log-in data than his own.

#### **Artikel 10 Fee**

- 10.1 To the client a fee is charged per sold or leased house. Parties establish a fixed fee. The amount of the fee does not depend on the sales price for which the house is sold or on the rental price for which the house is leased. The fee is exigible at the moment that the house is transferred, through a notary, in property or at the moment that the rental agreement is signed.
- 10.2 The client owes the entire established fee if the sales agreement or the rental agreement with a subscriber is concluded on the one hand after the assignment agreement between Homesonline365.com and the client is terminated (through cancellation or otherwise), but the

sales agreement or the rental agreement is concluded with a subscriber as a result of the activities conducted by Homesonline365.com. If after the date of termination of the agreement between Inschrijfwoonen.nl and the client a sales agreement or rental agreement is concluded between the client and a subscriber, this sales agreement or rental agreement respectively is considered, barring proof to the contrary presented by the client, to have been concluded as a result of the activities of Homesonline365.com and the client owes the entire fee.

10.3

10.4 Listed prices are exclusive of VAT.

Homesonline365.com has the right to modify its prices from time to time. The client is notified of a price change in writing or by e-mail.

#### **Artikel 11 Invoicing and payment**

11.1 Invoicing takes place forthwith after a house has been transferred in property or otherwise after the rental agreement has been adopted. Upon the sale of a house, the invoice amount must be paid within 14 days after the transfer of the house has taken place through the notary.

11.2 The client must pay the invoices received from Homesonline365.com within the payment term stated on the invoice.

11.3 Payment must take place without discounts or set-offs.

11.4 If the client does not pay within the indicated payment term, the client is in default and the statutory commercial interest is charged to the client. All judicial and extrajudicial collection costs which Homesonline365.com incurs to collect the claim from the client are borne by the client. The extrajudicial collection costs are established at 15% of the principal, with a minimum of € 100.

11.5 In case of the liquidation, bankruptcy, seizure, or suspension of payment on the part of the client, the claims of Homesonline365.com on the client are immediately payable.

11.6 Every payment by the client primarily serves for the settlement of the interest due, and subsequently for the settlement of the costs incumbent upon collection. Only after settlement of these amounts does any payment by the client serve for the settlement of the outstanding principal.

11.7 Homesonline365.com can keep the matters, data, documents, etc. received or generated in the context of the agreement under its control, despite an existing obligation to cede, until the client has paid all amounts owed to Homesonline365.com.

#### **Artikel 12 Intellectual property rights**

12.1 All documentation provided by Homesonline365.com, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the client and may not be multiplied, rendered public, or brought to the knowledge of third parties without the prior consent of Homesonline365.com, unless it flows differently from the nature of the provided documentation.

12.2 The client must respect the intellectual property rights to the content on the website at all times.

12.3 By ordering the disclosure or multiplication of matters protected by copyrights legislation, 'Auteurswet', or by any other legal arrangement in the field of intellectual property, which were made available by the client himself, the client declares that no legal requirements and/or protected third-party rights are violated, and he safeguards Homesonline365.com against the claims in the matter by third parties and/or with regard to the direct and indirect consequences, both financial and others, as result from the disclosure or multiplication.

#### **Artikel 13 Liability and limitation term**

13.1 Homesonline365.com cannot guarantee the constant availability of the website. Homesonline365.com is not liable for damage which results from the temporary unavailability of the website.

13.2 Homesonline365.com cannot be held to compensate any damage which is the direct or indirect consequence of:

- a. an event which is outside its control and therefore cannot be attributed to his actions and/or failure to act, such as described in, among other locations, article 15 of these general conditions;

- b. any action or negligence of the client, his subordinates, or other persons who are employed by or on behalf of the client.
- 13.3 The client is responsible under all circumstances for the accuracy and completeness of the data and documentation supplied by him. Homesonline365.com is never liable for any possible damage which is (also) caused because data, documents, content, etc. supplied by the client are incorrect and/or incomplete. The client safeguards Homesonline365.com against all claims in the matter.
- 13.4 Homesonline365.com is not liable for the maiming or loss of data as a result of the sending of the data by means of telecom facilities.
- 13.5 If the subscriptions do not lead to one or more sales agreements or rental agreements, then Homesonline365.com can never be held accountable for this.
- 13.6 Homesonline365.com cannot be held accountable if unauthorised third parties make use of the log-in data of the client. If the client establishes that an unauthorised third party makes use of his log-in data, he must correspondingly inform Homesonline365.com as soon as possible.
- 13.7 Homesonline365.com does not accept any liability if the client demands, against the advice of Homesonline365.com, that certain activities must be proceeded with.
- 13.8 Homesonline365.com is never liable for indirect damage or consequential damage, also including lost profit, missed turnover, reputational damage, missed savings, labour costs, and imposed fines.
- 13.9 The limitations to liability for direct damage included in this article do not apply in the event the damage can be attributed to the intent or gross negligence of Homesonline365.com.
- 13.10 If Homesonline365.com were to be liable for any damage, then the liability of Homesonline365.com is limited to the amount of the disbursement made by the insurer of Homesonline365.com. If the insurer does not proceed to disburse in any case or if the damage is not covered by the insurance company, the liability of Homesonline365.com is limited at all times to the invoice amount billed to the client for the activities which the liability is in regard to.
- 13.11 Titles to claims and other authorisations of the client on whatever account towards Homesonline365.com lapse in any case after expiry of 1 year following the moment on which a fact occurs which allows the client to exercise these rights and/or authorisations vis-à-vis Homesonline365.com.

#### **Artikel 14      Safeguards**

- 14.1 The real estate developer safeguards Homesonline365.com against all third-party claims, also including those by the authorities, which are related to the sales agreement or the rental agreement which the real estate developer may or may not have concluded through the mediation of Homesonline365.com. This safeguard entails that the real estate developer upon request of Homesonline365.com will take upon himself the burden of or support the defence in judicial and other procedures in which Homesonline365.com is involved by third parties, and that the real estate developer will compensate all damage and costs which are related to such third-party claims.

#### **Artikel 15      Force majeure**

- 15.1 Homesonline365.com is not bound to comply with one or more obligations under the agreement if it is impeded from doing so as a result of force majeure. By force majeure are intended matters such as: a non-attributable shortcoming of deployed third parties, the temporarily being not or not sufficiently available of hardware, software and/or internet- or other telecom connections which are necessary for the implementation of the agreement, weather conditions, government measures, power outage, war and rioting, fire, theft, data loss as a consequence of computer malfunction, virus infection or hacking by third parties, changes to legislation or regulations, as well as any other situation over which Homesonline365.com cannot exercise any (decisive) control.
- 15.2 In case of force majeure, Homesonline365.com will for the moment be relieved of its obligation to carry out the established activities. It will depend on the circumstances of the case whether this will be and remain completely or partially the case, or if there will otherwise only be a (temporary) suspension of implementation.

## **Artikel 16      Suspension and rescission**

- 16.1 Homesonline365.com is authorised to suspend the implementation of the agreement or to rescind the agreement if the client does not or does not fully comply with the obligations from the agreement.
- 16.2 Furthermore, Homesonline365.com is authorised to rescind the agreement if circumstances occur which are of such a nature that compliance with the agreement is impossible or, by standards of reason and fairness, can no longer be demanded, or if circumstance occur otherwise which are of such a nature that the unaltered maintaining of the agreement may not reasonably be expected.
- 16.3 In case of liquidation, of (application for) suspension of payment or bankruptcy, of attachments – if and to the extent the attachments are not lifted within 3 months – at the charge of the client, of debt restructuring or another circumstance due to which the client can no longer freely dispose of his assets, Homesonline365.com is at liberty to forthwith and with immediate effect rescind the agreement, without any obligation on his part to pay any kind of compensation of damages.
- 16.4 Rescission by Homesonline365.com can take place in writing or by e-mail.
- 16.5 If the agreement is rescinded, all real estate projects are removed from the website and the account of the client on the website is blocked.

## **Artikel 17      Complaints**

- 17.1 Complaints about the conducted activities must be communicated forthwith in writing or by e-mail by the client to Homesonline365.com.
- 17.2 Complaints do not suspend the payment obligation of the client.
- 17.3 After submitting the complaint, the client must enable Homesonline365.com to investigate the grounds for the complaint and if necessary enable them to still carry out the established activities. The fact that Homesonline365.com proceeds with an investigation of the complaint does not imply that Homesonline365.com acknowledges that the conducted activities are defective.
- 17.4 If the carrying out still of the established activities is no longer possible or useful, then Homesonline365.com will only be liable within the limits of article 13 of these general conditions.

## **Artikel 18      Non-disclosure**

- 18.1 Both parties are held to the secrecy of all confidential information which they have received from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information. The party which receives confidential information will only use it for the purpose it was provided for.
- 18.2 If Homesonline365.com pursuant to a legal provision or a court ruling is bound to provide confidential information to third parties designated by the law or the competent court and Homesonline365.com cannot appeal in the matter to a privilege acknowledged by the law or by one acknowledged or permitted by the competent court, then Homesonline365.com is not held to compensation of damages or indemnification.

## **Artikel 19      Applicable law and competent court**

- 19.1 To the agreement between the client and Homesonline365.com, Netherlands legislation is applicable.
- 19.2 All disputes between the client and Homesonline365.com will be exclusively ruled on by the court competent in the Netherlands within the jurisdiction of whom the place of establishment of Homesonline365.com is located.