

Terms and Conditions GoToThisGuy.com / HousingAgent.com B.V.

Version : GTTG2020v.1

Date : December 01 2020

These are the terms and conditions used by GoToThisGuy.com, a trade name of the company HousingAgent.com B.V. incorporated and registered in The Netherlands with the company number 52268306. These terms and conditions apply to any agreement between you (“**Customer**”) and us (“**Supplier**”) regarding the provision of (subscription) services (“**Services**”) by us. Please read these terms and conditions carefully.

1 Definitions

All capitalized definitions in these Terms and Conditions, both plural and singular, are defined as indicated in this article.

- 1.1 **Account** means a personal account the Customer can use to log on into the Website in order to use the Services.
- 1.2 **Agreement** means any agreement between Supplier and Customer pursuant to which Services are provided.
- 1.3 **Customer** means any natural or legal person acting in the exercise of their profession or business that enters into an Agreement with Supplier, including anyone who uses the Services on Customer’s behalf.
- 1.4 **Customer Data** means any data processed made available by Customer while making use of the Services. This includes, for example, Customer Profile data.
- 1.5 **Customer Profile** means the profile of the Customer made publicly available via the Website.
- 1.6 **Initial Subscription Term** means the minimum duration of a Subscription as described in the (online) offer, or by lack thereof in case of paid Subscriptions, the minimum duration shall be the same as the applicable billing cycle.
- 1.7 **Intellectual Property Rights** means all intellectual property rights and related rights, including, but not limited to, copyright, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights as well as rights to know-how.
- 1.8 **Parties** or **Party** means Customer and Supplier jointly (plural) or separately (singular).
- 1.9 **Renewal Period** means the renewal period as described in these terms and conditions.
- 1.10 **Services** means any services provided by Supplier to Customer pursuant to an Agreement.
- 1.11 **Subscription** means a Free Subscription, Trial Subscription or a paid Subscription to Services made available by Supplier as described in the (online) offer.
- 1.12 **Subscription Fees** means the subscription fees payable by the Customer to Supplier for a paid Subscription as set out in the (online) offer.
- 1.13 **Subscription Term** means the total duration of a Subscription consisting of the Initial Subscription Term including any subsequent Renewal Periods.
- 1.14 **Supplier** means GoToThisGuy.com, a trade name of the company HousingAgent.com B.V. incorporated and registered in The Netherlands with the company number 52268306.

- 1.15 **Free Subscription** means a subscription, other than a Trial Subscription, allowing the Customer to use basic Services free of charge for an indefinite period of time.
- 1.16 **Trial Subscription** means a subscription, other than a Free Subscription, during which Customer is entitled to use the full Services free of charge for a limited period of time.
- 1.17 **Website** means Supplier's website, accessible via the domain www.GoToThisGuy.com and its associated subdomains. housingagent.com, dentistsandhygienists.com, notariesandlawyers.com, psychologistsandtherapists.com, vetsandveterinarians.com.

2 Applicability and interpretation

- 2.1 These terms and conditions apply to all offers from Supplier and the performance of the Agreement by or in the name of Supplier and the performance of (future) Agreements.
- 2.2 The applicability of any conditions stipulated by Customer is excluded.
- 2.3 Deviations from and additions to the terms and conditions shall only be valid if Supplier has accepted these in writing.
- 2.4 If any provision of the Agreement is null and void or is annulled, the remaining provisions of the terms and conditions will stay in full force and effect. Parties will then replace the null and void or annulled provisions by new provisions, whereby the purpose and purport of the null and void or annulled provision will be taken into account as much as possible.

3 Conclusion of the Agreement

- 3.1 The Agreement is concluded upon Customer's completion of the (online) registration process on the Website and subsequent receipt of a registration confirmation and payment verification from Supplier, automated or otherwise.

4 Performance of the Agreement and use of the Services

- 4.1 After the Agreement has been concluded, Supplier shall make every effort to start performing the Services as soon as possible, with due observance of sufficient care and expertise.
- 4.2 Services are, unless agreed otherwise, provided on the basis of a Subscription and available features may vary depending on the Subscription acquired by Customer.
- 4.3 Customer will provide Supplier with all the support and cooperation needed and desirable to enable the correct and timely delivery of the Services. Customer will in any event provide all the specifications and other information which Supplier indicates as necessary, or which Customer should reasonably understand are essential for the provision of the Services.
- 4.4 The Services are provided to the Customer and may only be used by the Customer for its own business purposes. Customer may not rent, sell, sublicense or otherwise enable third parties to use the Services for their own purposes.
- 4.5 In order to be able to access and use certain Services made available under the Agreement, Customer must register for an Account and/or Supplier will provide such. In any case, the Customer must choose a sufficiently reliable password and may be requested to provide other account related information. Customer agrees to keep the information in its Account up to date. In case of any changes that are relevant for Supplier to become aware of, Customer shall promptly update its account details. For

security purposes, Customer must keep its login credentials strictly confidential. Supplier may assume that the person that is using these credentials is the Customer itself, or is authorized by the Customer to use the Account on its behalf, unless Customer has duly informed Supplier that the Account has been compromised.

- 4.6 Customer is fully responsible for the actions and omissions of third parties using the Services on its behalf.
- 4.7 Information on the use of the Services may be made available to the Customer via the Website. Unless agreed otherwise, the Services are provided without any support from Supplier.

5 Customer Profile

- 5.1 Under a Subscription, the Customer may be allowed to create a Customer Profile. Depending on the type of Subscription acquired by Customer, available Services and features may vary. Trial Subscriptions or Subscriptions provided free of charge have limited features compared to paid Subscriptions. Terms of use that are included in these Terms and Conditions apply to all Services provided under the Agreement and are therefore applicable to any type of Subscription.
- 5.2 To manage a Customer Profile, Customer must login to its Account to be able to complete, add or modify information in its Customer Profile.
- 5.3 Customer may only include information in the Customer Profile insofar such information is relevant and is requested within the Services.
- 5.4 Customer shall be solely responsible for the content, accuracy and completeness of information submitted to Supplier.
- 5.5 Customer guarantees that the Company Profile shall only contain true, accurate and up-to-date information.
- 5.6 Customer warrants that in accordance with applicable law it has all the rights, entitlements and consents necessary in respect of the information it provides to be included in the Customer Profile.
- 5.7 Supplier has the right to review the Customer Profile prior to making it publicly available via the Website. In case Supplier makes use of this right, Supplier shall perform the review as soon as reasonably possible. A review may result in requesting Customer to delete, change, or add information to the Customer Profile which the Customer shall do without undue delay. Upon acceptance by Supplier, the Customer Profile shall be made publicly available via the Website.
- 5.8 Supplier reserves the right to alter, edit or delete information available in the Customer Profile itself or to remove a Customer Profile in full that is in breach with the Agreement. Furthermore, Supplier is entitled to add missing information to a Customer Profile or edit information available in the Customer Profile in order to fix typographical errors, incorrect use of language or any other changes Supplier deems reasonably appropriate.
- 5.9 Customer acknowledges that Supplier may offer third parties the possibility to submit reviews in respect of the Customer. Such reviews may be displayed on the Website next to the Customer Profile. Customer shall not be entitled to modify, edit or remove any such review. In case Supplier offers Customer the option to reply to reviews, any reply must be fair and accurate and in compliance with these terms and conditions. In case Customer is of an opinion that a review is in breach of applicable laws, Customer

can notify Supplier in writing of its concern. Supplier shall then, at its own discretion, determine if the review is in breach with applicable laws and, if the review is considered to be in breach with applicable law, Supplier may solely decide which actions shall be taken to remedy the situation.

6 Usage rules

- 6.1 Customer is prohibited to use the Services in a manner that is violating these terms and conditions and/or any applicable laws and regulations.
- 6.2 Customer shall not use the Services in a manner that may cause hindrance or loss and/or damage to Supplier or any third party.
- 6.3 Customer will follow all reasonable instructions issued by Supplier related to the use of the Services.
- 6.4 Customer shall not access, store, distribute or transmit any information during the course of its use of the Services that:
 - a. is libelous, defamatory, insulting, racist or discriminating, or incites hate;
 - b. infringes third-party rights, in any case including but not limited to Intellectual Property Rights;
 - c. violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without a legal basis;
 - d. contains hyperlinks, torrents or similar information of which Customer is aware or should be aware that it refers to material that infringes third-party rights; or
 - e. is otherwise illegal or causes damage or injury to any person or property;
 - f. is in violation with any reasonable instruction of Supplier given after the conclusion of the Agreement.
- 6.5 If, in Supplier's opinion, the operation of the computer systems or network of Supplier or third parties and/or provision of services via the internet is obstructed, impaired or otherwise at risk, in particular as a result of the transmission of excessive amounts of data, leaked personal data or virus activity, Trojan horses and similar software, Supplier is authorized to take any and all measures it deems reasonably necessary to avert or prevent such risk. These measures include, but are not limited to, suspension of the Services or termination of the Agreement.
- 6.6 If Supplier determines that Customer has violated these terms and conditions or applicable laws and regulations or receives a complaint from a third party of the same, Supplier may take measures to end such violation. These measures may, without limitation, include the suspension or termination of the Services (e.g. blocking access to Accounts and/or delisting a Customer Profile).
- 6.7 Supplier may recover from Customer any loss or damage sustained as a result of a breach of these terms and conditions. Customer shall indemnify and hold Supplier harmless against any and all third-party claims pertaining to loss and/or damages arising from Customer's violation of the Agreement.

7 Availability, maintenance, and changes

- 7.1 Supplier will use reasonable endeavours to ensure continuous availability of the Services, the Website, and the Customer Profile, but cannot warrant uninterrupted availability.
- 7.2 From time to time, Supplier may perform maintenance on the Website and make changes to the Services in the form of updates or upgrades. Such updates or upgrades may result in a change in the functionality of the Services. Suggestions from Customer

are always welcome, but in the end, Supplier may solely determine which changes will be made.

- 7.3 The performance of maintenance-related activities may result in interruptions in the availability of the Services. In case Supplier is able to foresee certain maintenance-related activities that may result in interrupting the Services, it may decide to notify Customer of such activities but is not required thereto. Supplier will use reasonable endeavours to ensure that maintenance activities are performed as quickly as possible.

8 Intellectual Property Rights

- 8.1 All Intellectual Property Rights vested in the Services and other materials developed and/or made available by Supplier belong to Supplier or its licensors.
- 8.2 Supplier grants Customer a non-exclusive, non-transferable and non-sublicensable right of use with regard to the Services and materials provided under the Agreement for a limited duration of the Agreement.
- 8.3 All Customer Data will remain the property of Customer or its licensors. Supplier will not make any proprietary claims with regard to any Customer Data.
- 8.4 Customer warrants and represents that it is the rightful owner or rightful licensee of all Intellectual Property Rights vested in Customer Data. Customer indemnifies and will hold Supplier harmless from any claims from third parties in relation to or arising from Intellectual Property Rights vested in Customer Data.
- 8.5 Customer provides Supplier with a non-transferable – and as far as necessary for performance of the Agreement – sublicensable license to use Customer Data for the duration of the Agreement, insofar this is required for the provision of Services. In addition, Customer provides Supplier with an unlimited and irrevocable right to use Customer Data to perform analysis and to use and share the statistical results of these analyses at an aggregated level with third parties for its own purposes.
- 8.6 Supplier is granted a limited perpetual license to use Customer's company name, logo, trademark, and its general business description for the purposes of marketing Supplier's Services.

9 Subscription Term and termination

- 9.1 Unless otherwise stipulated in the Agreement, Subscriptions will be entered into for the minimum duration of the Subscription Term and Customer shall not be entitled to terminate Subscriptions in the interim.
- 9.2 Paid Subscriptions will automatically renew at the end of the Initial Subscription Term for subsequent Renewal Periods that will be equal in length to the Initial Subscription Term, unless:
- 9.2.1 Customer cancels its Subscription prior to the moment of renewal via the applicable cancellation procedure made available within the Service, taking into account the applicable notification period, in which case the Subscription will terminate upon the expiry of the Subscription Term;
- 9.2.2 by lack of a cancellation procedure as meant in previous paragraph, the Customer is entitled to cancel its Subscription by written notice to Supplier taking into account a notice period of at least fourteen (14) days before the moment of renewal, in which case the Subscription will then terminate upon the expiry of the Subscription Term;

- 9.2.3 Supplier notifies the Customer in writing that the Subscription will be terminated taking into account a notice period of at least five (5) calendar days, in which case the Subscription will then terminate upon the expiry of the Subscription Term.
- 9.3 Trial Subscriptions are entered into for the applicable trial term. By lack of a specified trial term, the trial term shall be thirty (30) days. Either Party is entitled to terminate Trial Subscriptions in the interim without notice being required. Trial Subscriptions do not renew and terminate automatically at the expiry of the applicable trial term, unless terminated earlier by either Party.
- 9.4 Free Subscriptions are entered into for an indefinite period and may be terminated by either Party at any time with immediate effect.
- 9.5 Upon termination of the Agreement, all licenses granted by Supplier shall immediately terminate and Supplier be entitled to delete any of the Customer Data in its possession.
- 9.6 Termination of the Agreement will in no case affect the amounts owed or payable to Supplier under the Agreement. Furthermore, termination of the Agreement will in no case result in restitution of the amounts paid to Supplier under the Agreement.
- 9.7 Without prejudice to any other rights and remedies hereunder, Supplier will be entitled to terminate the Agreement if Customer commits a breach of any of its obligations under this Agreement and such breach is irremediable or – if such breach is remediable – Customer fails to remedy that breach within a reasonable period after being notified in writing to do so. Supplier may suspend or give notice to terminate the Agreement in writing with immediate effect, without notice of default being required, in the event Customer is declared bankrupt, Customer applies for or is granted suspension of payments, Customer's activities are ceased or its business is wound up.
- 9.8 Where Supplier suspends the performance of the Agreement, Supplier will retain all its rights and claims under the Agreement and the applicable laws and regulations.
- 9.9 In the event that the Agreement is terminated, the amounts owed to Supplier by Customer will become immediately due and payable, irrespective of the reason for the termination.

10 Liability

- 10.1 Supplier's liability for damages as resulting from any breach of the Agreement, whether in tort or otherwise, is per event (whereby a series of consecutive events is regarded as a single event) limited to the amount (excluding VAT) Supplier has received from Customer in a period of three (3) months preceding the (first) damaging event. In case no payment has been received in the aforementioned period, this amount will be capped at seventy-five euros.
- 10.2 Any right to claim compensation is at all times subject to the condition that the Customer notifies Supplier of the loss and/or damage in writing within no more than thirty (30) days of its discovery.
- 10.3 Supplier's liability for an attributable failure to perform the Agreement only arises if Customer gives Supplier prompt and proper written notice of default, giving Supplier a reasonable time period to remedy the default, and Supplier continues to fail to perform its obligations even after that time period. The notice of default must contain as

detailed a description of the breach as possible so that Supplier is able to respond adequately.

- 10.4 Any limitation of liability as included in the Agreement shall lapse if and insofar as the if there is damage by death or personally injury or the damage is the result of intent or deliberate recklessness on the part of Supplier's management.

11 Force majeure

- 11.1 Supplier cannot be obliged to perform any obligation under the Agreement if the performance is prevented due to force majeure. Supplier is not liable for any loss and/or damage due to force majeure.
- 11.2 Force majeure is considered to exist, without limitation, in case of power outages, Internet failures, telecommunication infrastructure failures, network attacks (including D(DOS) attacks), attacks by malware or other harmful software, civil commotion, natural disaster, terror, mobilisation, war, import and export barriers, strikes, stagnation in supplies, fire, floods, global pandemics and any circumstance whereby Supplier is not enabled to perform or prevented from performing by its suppliers, irrespective of the reason.
- 11.3 If a force majeure situation has lasted for more than ninety (90) days, both Parties will be entitled to give notice to terminate the Agreement in writing with immediate effect.

12 Fees and payment

- 12.1 All prices, such as Subscription Fees, quoted by Supplier are in euros and exclusive of VAT and other government taxes and duties and are subject to programming and typographical errors, unless clearly indicated otherwise.
- 12.2 Supplier will issue invoices for all amounts due and it is entitled to invoice electronically.
- 12.3 The Customer shall pay the fees payable under the Agreement in advance, unless agreed otherwise. In case of periodic payment obligations, which is the case for paid Subscriptions, Customer shall pay the periodic fees each applicable billing cycle in advance.
- 12.4 Fees are to be paid via the payment methods accepted by Supplier which methods may change during the term of the Agreement.
- 12.5 Unless otherwise agreed, Customer shall grant Supplier a (SEPA) authorisation to automatically collect the (periodic) amounts due by Customer. Customer shall ensure an adequate balance on the bank account designated for direct debit. If no debit can be made, Supplier may suspend provision of the Services until payment is received in full.
- 12.6 Supplier shall be entitled to increase Subscription Fees at the start of each Renewal Period upon fourteen (14) days' prior written notice to Customer. In the event of an increase of Subscription Fees, Customer has the right to terminate the Agreement in accordance with Clause 9.2.
- 12.7 If Customer fails to pay the amounts when due, Customer shall be in default by operation of law, without notice of default being required. If the amount due is not paid within the term of payment, Customer will be liable for payment of the statutory commercial interest, referred to in Section 6:119a of the Dutch Civil Code, on the

outstanding amount, as well as any extrajudicial costs, including costs for lawyers, bailiffs and legal experts, without notice of default being required.

13 Amendments

- 13.1 Supplier may amend these terms and conditions at any time. Supplier will announce changes or additions to Customer in writing at least fourteen (14) days before the date they take effect, to enable Customer to take note of them.
- 13.2 If Customer does not wish to accept a change or addition to these terms and conditions, Customer may give written notice to terminate the Agreement until the effective date. Use of the Services after the effective date will be regarded as acceptance of the amended or supplemented terms and conditions.

14 Miscellaneous

- 14.1 This Agreement is governed exclusively by Dutch law.
- 14.2 Any dispute between the Parties in connection with or rising from the Agreement will be submitted to the competent court in the Netherlands in the district where Supplier has its registered office.
- 14.3 Where the Agreement refers to “written” or “in writing”, this also includes email communication and communication via the Services, provided that the identity of the sender and the integrity of the content can be adequately established.
- 14.4 The version of any communication of information as recorded by Supplier will be deemed to be authentic unless Customer supplies proof to the contrary.
- 14.5 Customer will not be authorised to transfer this Agreement or any of its rights and obligations arising therefrom to a third party without the written consent of Supplier. Supplier will be authorised to transfer this Agreement and all its rights and obligations arising therefrom to a third party that acquires the business operations to which this Agreement is subject.
- 14.6 The application of sections 227b (1) and 227c of Book 6 of the Dutch Civil Code is excluded.