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# TERMS OF USE BNBIDEA

## ARTICLE 1. | DEFINITIONS

1. In these terms of use, the following terms, including any singular, are used in the following manner.
2. BnBidea: The User of these Terms of Use, part of isolamaca B.V. , located at Keurenplein 84 / box E 84, 1069 CD in Amsterdam, registered in the Trade Register under Chamber of Commerce number: 69406200.
3. User: Anyone who uses the platform in any way by visiting and (potentially) using the offer in advertisers' ads.
4. Advertiser: anyone, other than BnBidea, who places or posted an advertisement through the platform for own account and risk.
5. Advertisement: any advertised accommodation offered by an advertiser and any associated activities.
6. Platform: the website bnbidea.com.

## ARTICLE 2. | GENERAL PROVISIONS

1. These terms of use apply to any use of the platform by the user. The legal agreement between the user and BnBidea consists of the stated in this Terms of Use. By using the platform, the user agrees that he is bound by the content of these terms of use. These terms of use are made available to the user on the platform in such a way that the user can easily store them on a durable data carrier.
2. Destruction or nullity of one or more of the provisions of these Terms of Use shall not affect the validity of the other terms. In such case, BnBidea and the user 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

1. The use of the platform is offered to advertisers who offer accommodations and possibly associated activities through the platform. BnBidea focuses exclusively on the operation of the platform, which provides only opportunities for the user and advertisers to contact each other. Therefore, BnBidea is not a party to (the creation of) any agreements between the user and advertisers as a result of advertisements on the platform. The user who wishes to (if) use the offer in an advertisement requests a request through the platform, which application is subsequently brought to the attention of the advertiser. When settling such an application, BnBidea is and can never be involved. The application by the user as such does not ever create an agreement between the user and the advertiser. Therefore, BnBidea cannot guarantee that the offer in an ad is really available and whether the advertiser is willing to conclude an agreement with the user. The advertiser may set special (additional) terms in his offer, which conditions are not listed in the advertisement. The user concludes any agreements between him and an advertiser entirely for his own account and risk.
2. BnBidea is committed to requesting advertisers to provide clear and complete information in advertisements so that the user can make a good judgment about the accommodation and any activities. However, BnBidea does not bear any responsibility and responsibility for the accuracy and completeness of advertisers listed in advertisements.
3. BnBidea is not required to verify the content of advertiser advertisements disclosed through the platform. The user is responsible for the assessment of whether advertisers are correct, complete, reliable and legitimate. Any liability of BnBidea in this regard is excluded.
4. To report illegal and / or third-party rights to infringing ads, offensive content and other complaints about advertisers, the user is requested to contact BnBidea via the contact form on the platform or by email. As a result, BnBidea may take appropriate measures, but nevertheless, the user can never derive any right from a report made by BnBidea as mentioned above.

## ARTICLE 4. | ABUSE

1. Abuse which can be qualified as misuse is strictly forbidden. Under misuse is included 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.
2. 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 improper, illegal or criminal spread of, among other things, texts such as racist expressions, criminal data traffic and unlawful violations of the systems of which BnBidea's services are dependent, including the spread of viruses, worms and so forth. It is also forbidden to distribute threatening and intimidating expressions directly or indirectly through the platform.
3. The user is prohibited from attempting to decompile or process software related to the platform, otherwise manipulate it or develop software that infringes the software used by BnBidea.
4. It is forbidden to send unsolicited messages (SPAM) by BnBidea systems.

## **ARTICLE 5. | TERMINATION OF USE RIGHTS**

1. A user's violation of the terms of these Terms of Use, and in particular the provisions of the previous article or applicable legal provision, may result in immediate blocking of user access to the platform, solely by BnBidea. In addition, if a legal risk or a risk of any other nature exists for BnBidea as a result of the user's use of the platform, BnBidea may take the above mentioned measures against the user.
2. BnBidea is entitled to terminate the operation of the Platform for any reason, without prior notice and at any time without the user being liable for compensation for any damages.

## **ARTICLE 6. | LIABILITY AND INDEMNIFICATION**

1. BnBidea only makes website available to the user and is in no way involved in any agreements between the user and advertisers. BnBidea is therefore never liable for any damages arising from these agreements. In case of disputes between the user and advertisers, BnBidea can never be involved. The user indemnifies BnBidea in respect of all third party claims, including advertisers in particular.
2. BnBidea is not able to accurately determine the identity of advertisers. The user is responsible for compliance with the necessary care.
3. BnBidea is not required to ensure that the advertiser's information on the platform, including the content of the advertisements, is illegal or misleading. Therefore, BnBidea does not accept any liability for the data disclosed by the platform.
4. BnBidea is committed to optimizing the proper operation and accessibility of the platform. However, BnBidea cannot guarantee that the platform is unrestrictedly accessible and that all facilities on the platform are always functioning smoothly. All liability of BnBidea is excluded.
5. BnBidea may at any time temporarily discontinue or suspend the platform, including if it considers it appropriate in terms of maintenance, adaptation or improvement of the platform or servers of BnBidea or third parties. All liability of BnBidea is excluded.
6. The user is liable to BnBidea for any damage caused by him as a result of BnBidea's systems, spreading of viruses, worms, etc. as well as for damage resulting from other actions that affect the proper functioning of the platform or Parts thereof.
7. If and to the extent that the user violates the terms of these Terms of Use or any legal provision, the user indemnifies BnBidea from all resulting damages and claims of third parties. If BnBidea were to be used by third parties for this purpose, 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 7 | 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 8. | MODIFICATION OF THESE TERMS OF USE**

BnBidea is entitled to change these terms of use from time to time. Changes to these terms of use will come into effect when they are published on the platform by BnBidea. The user must regularly review the terms of use as disclosed on the platform to be informed of the latest version of the terms of use. If the user does not agree to the changed terms of use, then the user must immediately stop using the platform. By continuing to use the platform after the date of publication of the changed terms of use, the user accepts the applicability of the changed terms of use.

## **ARTICLE 9. | FINAL PROVISIONS**

1. Only Dutch law applies to the use of the platform and all legal relationships arising from the parties.
2. If a legal dispute arises between parties, parties must, prior to appeal to the court, commit themselves to their best efforts to resolve that dispute by mutual agreement.
3. Insofar as the law does not differ significantly, only the competent court shall be appointed within the district of BnBidea to notify of any legal disputes between the parties.
4. The Dutch version of the present terms of use is always determinative of the explanation of the provisions contained therein.