

Flickmyhouse Terms & Conditions

- Rental home providers

ARTICLE 1 | DEFINITIONS

1. Flickmyhouse: part of Truefip BV, the user of these terms and conditions, based at Nieuwpoortkade 9-2, 1055RX Amsterdam, registered with the Trade Register under Chamber of Commerce number 59033657.
2. User: Any natural or legal person, at least in the context of the agreement acting as a provider of housing, with whom Flickmyhouse has entered into an agreement or intended to exclude.
3. Agreement: between the user and Flickmyhouse negotiated agreement which Flickmyhouse themselves, whether or not for an agreed fee, has committed to allowing the use of the application.
4. Application: the mobile application of Flickmyhouse which the user in the context of the agreement can make use of by posting a profile on which rental homes can be sought according to the possibilities and limitations of the application

ARTICLE 2 | GENERAL TERMS

1. These general terms apply to each offer targeted by Flickmyhouse to the user of Flickmyhouse and to every concluded agreement between the user of Flickmyhouse and Flickmyhouse.
2. Before the user can make use of the application registration is mandatory in accordance with the provisions of article 3 and the user must agree with the applicability of these terms and conditions.

3. Because of the user, upon registration or thereafter, are not applicable to the agreement.
4. If any of these terms and conditions are subject to undoing or revoked, that will not affect the validity of the remaining terms and conditions. In any case both parties are obliged to negotiate until an alternative settlement has been agreed in respect of the article in question. In addition, the purpose and intent of the original provision must be respected as much as possible.
5. If the user closes the agreement on behalf of another natural or legal person, he declares by signing the agreement to be authorized. The user is besides this (legal) person jointly and severally liable for the fulfillment of the obligations under the agreement.

ARTICLE 3 | ON APPLICATION, REGISTRATION & CONTENT OF THE AGREEMENT

1. The use of the application is presented to providers (users within the meaning of Article 1.2) and potential tenants of housing. These parties will post profile pictures respectively photos of the presented rental homes on their account whereafter these photos, depending on the set ups of the parties, will be shown one by one to the co users of this application and become a match. After a match, both parties will be able, with the provided messaging system of the application, to chat and negotiate with each other through the messaging system of the application.
2. For the use of the application registration on the application is mandatory. The user needs to fill out all requested information completely and truthfully. After running through the registration procedure, the user will receive an email with a confirmation link, which after activation in the appropriate manner prescribed, the agreement will be settled.
3. After conclusion of the agreement, the user is requested to provide all mandatory information about the offered rental home, including and without limitation: clear pictures and a description of the rental home in such a way that housing seekers can make a good judgement about the offered rental home. Furthermore, the user must thereby provide the registered address of the rental homes, as

well as the requested rent, including additional costs, such as service charges. As far as additional costs which may reasonably be assumed that this is generally on behalf of the tenants, such costs as gas, water and electricity, which are not included in the price offered by the user, does not need to be mentioned explicitly by the user. Otherwise, potential tenants must get the most accurate indication - of the offered rental home on the application - of the price and cost factors that are related to renting the rental home.

4. Flickmyhouse is committed exclusively to the publication of user-posted rental homes and is not a party to (the emergence of) any rental agreements between the user and (potential) tenants who also use the application. Flickmyhouse can furthermore not guarantee that users actually find a suitable tenant for the rental home that they offer. 5
5. The user is fully responsible for the content of the posted information uploaded by him through the application. Flickmyhouse is not required to ascertain the contents of the issued residences and the accuracy, completeness, reliability and legality of the information provided by the user to Flickmyhouse. The user indemnifies Flickmyhouse of all third-party claims (including tenants).
6. If the user closes the agreement on behalf of another natural or legal person, he declares by entering into the agreement to be authorized. The user is next to this (legal) person jointly and severally liable for all obligations under the agreement.

ARTICLE 4 | DURATION OF THE CONTRACT

1. The agreement is concluded for the period of time that is mentioned explicitly on the application and stated before concluding the agreement. For brokers and other users who act in the exercise of a profession or business applies in any case a period of six months.

2. Upon expiry of the agreed term the agreement ends as of right, unless the agreement has been explicitly extended. The user can explicitly extend the agreement in the appropriate manner prescribed by Flickmyhouse.
3. The user will be entitled to cancel its registration at all times by the application. However, the user will never be entitled to any refund of payments that are already made.
4. Subject to the limitations set out in these terms and conditions Flickmyhouse will, during the term of the agreement, keep the application available for use by the user. By the end of the agreement, in accordance with the provisions of the preceding two paragraphs, the offered residences of the user is no longer displayed by the application. Flickmyhouse is, after a reasonable period of the agreement, entitled to keep the offered residences of the user available unpublished, but is not obliged to do so. After the end of the agreement there rests on Flickmyhouse no data retention with respect to the user through the application uploaded content or otherwise information provided by the user to Flickmyhouse.

ARTICLE 5 | OBLIGATIONS OF THE USER

1. The user who act as a broker or intermediary is in the context of the use of the application not entitled to ask commission in connection with a offered rental home which is currently already available in the application for publication.
2. The user is not allowed to create multiple accounts on the application. If the user registers again after a previous registration has expired or has been canceled, the user does not re-claim free use of the application referred to in Article 6.2.
3. Any usernames and passwords provided by Flickmyhouse should be kept strictly confidential by the user. All operations carried out on the account of the user, will be allocated to the registered user.

4. Behavior qualified as abuse is strictly prohibited. Abuse is, not exhaustively, defined as: intentionally entering incorrect and misleading information through the application, violate, to infringes the software and technical systems of Flickmyhouse and regarding to the application intentionally causing malfunctions or defects.
5. The user is forbidden to undertake attempts to decompile software used in connection with the application or to copy, manipulate the software in any way, or to develop software that infringes the software used by Flickmyhouse.
6. The user is forbidden to send unsolicited messages (SPAM) through the Flickmyhouse systems.
7. Flickmyhouse reserves the right to refuse the content uploaded by the user or delete under serious reasons or to disable the account of the user in case the user is acting in breach of any provision of these terms and conditions and in particularly the provisions of the preceding paragraphs of this article.

ARTICLE 6 | PRICES AND PAYMENTS

1. The offers of Flickmyhouse mention an accurate indication of price factors . All prices quoted by Flickmyhouse include VAT.
2. Payments in exchange for performance of the contract with Flickmyhouse must be made by the user of the Apple Store or Google Play Store. Flickmyhouse is considered to perform after payments have been made.

ARTICLE 7 | LIABILITY AND INDEMNITY

1. Except for intentional or deliberate recklessness on behalf of Flickmyhouse, Flickmyhouse is not liable for any direct or indirect damages. In particular Flickmyhouse bears no liability for any damage as referred to in the following paragraphs of this article and the rest of which is determined regarding liability in these terms and conditions.
2. Flickmyhouse will not be able to establish the identity of tenants that use the application with any certainty. The user is responsible for compliance with this requirement of diligence.
3. Flickmyhouse determines which is based on several variables, at least at their discretion, which users will be presented to the tenants. The user doesn't have any claim against Flickmyhouse when other users get more potential tenants suggested than the user and in respect of that matter any liability on Flickmyhouse rests nor can the user claim any other compensation.
4. Flickmyhouse bears no responsibility for the contents of the published content using the application, both with regard to the user who offers rental homes and the profile of potential tenants. Flickmyhouse therefor accepts no liability for the stored and exchanged data on the application.
5. Flickmyhouse bears no liability for damage resulting from non-compliance by the user of the obligations under these terms and conditions. The user indemnifies Flickmyhouse from all claims of potential tenants and other third parties.
6. Flickmyhouse is not liable for damages resulting from unauthorized use of usernames and passwords.
7. Flickmyhouse will only provide advertising space to the user and is in no way involved in the transactions between the user and the potential tenants. Flickmyhouse will therefore be excluded from any liability on this matter.

8. Flickmyhouse endeavors to optimize the correct operation and the accessibility of the application. However Flickmyhouse cannot guarantee that the application is of unlimited use and that all available features of the application will function properly. Flickmyhouse will therefore be excluded from any liability on this matter.
9. Flickmyhouse is at all times entitled to take the application offline if it is desirable for maintenance, modification or improvement of the application, or servers of Flickmyhouse or third parties. Any liability Flickmyhouse has ruled on the matter. Flickmyhouse will therefore be excluded from any liability on this manner.
10. In case Flickmyhouse notwithstanding the provisions of these terms and conditions in relation to the user is still responsible for any damage, liability is limited to the invoice value of the contract, at least that part of the agreement to which the liability of Flickmyhouse relates to.
11. All claims and defenses against Flickmyhouse expire after one year.

ARTICLE 8 | PRIVACY

All personal data provided to Flickmyhouse will be kept confidential in accordance with the Personal Data Protection Act (Wet bescherming persoonsgegevens). Flickmyhouse will process the exchanged instant messages between users of the application only in anonymous form for its own purposes to analyze their usage behavior. The personal data provided to Flickmyhouse will not be sold under any circumstances to third parties, except as provided in the preceding sentence shall be used exclusively for the performance of contracts and handling of the registration of the user. The user agrees that Flickmyhouse personal user may process internally for analytical purposes and to improve the application.

ARTICLE 9 | INTELLECTUAL PROPERTY

All copyrights and other intellectual property rights in the application, also including the design, operation, images and texts belong to Flickmyhouse, provided that such rights do not rest with third parties. The user is forbidden to reproduce this material or use it in any other way than is necessarily associated with the normal use of the application.

ARTICLE 10 | FINAL PROVISIONS

1. Dutch Law will be applicable to all agreements and all legal relations resulting from these agreements.
2. In any case a legal dispute between the parties to this agreement, whether arising from or relating to the agreement itself, all parties will be obliged to optimally make an effort to settle the dispute by mutual agreement before making an appeal to the court.
3. Any and all matters in dispute between the parties to this agreement, whether arising from or relating to the agreement itself, shall be governed by, construed and enforced in the district of Flickmyhouse regardless of the legal theory upon which such matter is asserted.