

Flickmyhouse Terms and Conditions - Home seekers

ARTICLE 1. | DEFINITIONS

1. Flickmyhouse: part of Truefip BV, the user of these terms and conditions, based at Nieuwpoortkade 9-2, 1055RX Amsterdam, registered at the Trade Register under Chamber of Commerce number 59033657.
2. User: the natural person, in the context of the agreement acting as home seeker, with whom Flickmyhouse has closed or is intending to close an agreement.
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 and on which rental homes can be sought according to the possibilities and limitations of the application.
5. Profile: the profile of the user on the application, among other things existing of his profile picture, a profile picture of possible fellow tenants and other (personal) data.

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 general terms and conditions.
3. 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.

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

1. The use of the application is presented to parties who are seeking rental homes using the application (user within the meaning of article 1.2) and letters of rental homes. 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 can become a match. After a match, both parties will become capable to chat or 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 e-mail with a confirmation link, which after activation on the appropriate manner prescribed, the contract will be settled.

3. After conclusion of the agreement, the user needs, to fully make use of the functionalities of the application, to upload a profile picture and for the rest fill in all necessary information, which included an introduction text, the type of rental home the user is seeking for, the geographic range in which the property is to be sought, the (combined) income of the user and potential co renter(s).
4. Flickmyhouse requires from letters who are using the application, to provide all the information concerning the offered rental homes on the application concerning rent, including additional costs like service. They also have to provide photos and descriptions of the property that will give the users of the application an accurate and reliable impression of the property. Flickmyhouse is not responsible for the accuracy and completeness of the information of the properties given by the letters using this application.
5. Flickmyhouse is only committed to the exploitation of the application that will only provide the possibilities for the letters and users to get in contact with each other and is therefore no party in the conclusion of the agreements between letters and users who are using this application. Flickmyhouse can furthermore not guarantee that the user will find suitable housing.
6. The user is fully responsible for the content of the information uploaded through the application by himself. Flickmyhouse is not required to ascertain the contents provided by the users and letters through the application. The user is responsible for his appreciation of the uploaded information whether the information concerning the rental homes offered through the application is correct, complete, reliable and legitimate.

ARTICLE 4. | DURATION OF THE AGREEMENT, PRICES AND PAYMENTS

1. For full access to the application the user is required to purchase the in-app subscription after registration. This price of €4,99,- applies for a period of thirty days, commencing on the day the payment is made.

2. Upon expiry of the agreed term the contract 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. All prices quoted by Flickmyhouse include VAT.
4. Payments in exchange for performance of the contract with Flickmyhouse must be made by the user through the Apple Store or Google Play Store. Flickmyhouse is considered to perform after payments have been made.
5. The user is not allowed to create multiple accounts on the application. If the user registers again after the previous registration has been expired or been canceled, the user can not reclaim free use of the application.
6. The user will always be entitled to cancel its registration by means of the application. The user is however never entitled to any refund of payments already made by him.
7. Subject to the restrictions set out in these terms and conditions Flickmyhouse will keep the application available for use by the user, during the term of the agreement. By the end of the agreement the profile of the user is no longer displayed by the application. Flickmyhouse has the right profile end after a reasonable period of the agreement to keep unpublished available, but is not obliged to do so. After termination of the agreement no retention rests on Flickmyhouse with respect to the user through the application uploaded content or other information provided by the user to Flickmyhouse.

ARTICLE 5. | OBLIGATIONS OF THE USER

- 1. Usernames and passwords provided by Flickmyhouse must be kept strictly confidential by the user. All operations carried out on the account of the user, will be attributed to the registered user of that account.**
- 2. Behavior qualified as abuse is strictly prohibited. Abuse is, not exhaustively, defined as: intentionally entering incorrect and misleading information through the application, to infringe the software and technical systems of Flickmyhouse and regarding to the application intentionally causing malfunctions or defects.**
- 3. 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.**
- 4. The user is forbidden to send unsolicited messages (SPAM) through the Flickmyhouse systems.**
- 5. Flickmyhouse reserves the right to refuse the content uploaded by the user, or to delete 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 particular the provisions of the preceding paragraphs of this article.**

ARTICLE 6. | LIABILITY AND INDEMNITY

- 1. Except for intentional or deliberate recklessness on behalf of Flickmyhouse, Flickmyhouse is not liable for any direct or indirect damages. Flickmyhouse bears in particular 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 letters that use the application with any certainty. The user is responsible for compliance with this requirement of diligence.
3. Flickmyhouse determines based on several variables, at least at their discretion, which users will be presented to the letters. The user doesn't have any claim against Flickmyhouse when other users get more suitable living space 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 users' profiles and the properties of letters. Flickmyhouse therefor accepts no liability for the stored and exchanged data using 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 letters and other third parties.
6. Flickmyhouse is not liable for damages resulting from unauthorized use of user names 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 letters. 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 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. 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.
10. All claims and defenses against Flickmyhouse expire after one year.

ARTICLE 7. | 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 8. | 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 9. | 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.