

# GENERAL TERMS AND CONDITIONS BNBIDEA- FOR ACCOMMODATION PROVIDERS

## ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, always indicated with a capital letter, are used in the following meaning.

1. **BnBidea**: The user of these general terms and conditions, part of Isolamaca B.V. , Located at Keurenplein 41, Box 84 E , 1069CD In Amsterdam, registered in the trade register under the chamber of commerce number 69406200.
2. **User**: any natural or legal person with whom BnBidea has concluded or intends to conclude a user agreement .
3. **Provider**: A user who acts as the provider of an accommodation / accommodation + activity in the context of the user agreement.
4. **User agreement**: The agreement concluded between the user and BnBidea in the context of with the user is entitled to use the functionalities of the platform offered to him.
5. **Platform**: The website BnBidea.com
6. **Advertisement** : Any offer of an accommodation / accommodation + activity disclosed by the provider by means of his profile on the platform.
7. **Profile**: The user's account on the platform, accessible through his username and password.

## ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer from BnBidea addressed to the User to enter into a User Agreement and every User Agreement that has been concluded as such.
2. Before the User can use the Platform, registration is required in accordance with the provisions of Article 3.
3. Before the User Agreement is concluded, the text of these general terms and conditions will be made available to the User in such a way that these terms and conditions can be stored on a durable medium.
4. Annulment or invalidity of one or more of the provisions of these general terms and conditions or the User Agreement as such, does not affect the validity of the other provisions. In such a case, the parties are obliged to enter into mutual consultation in order to make an alternative arrangement with regard to the affected clause. In doing so, the purpose and purport of the original provision will be taken into account as much as possible.

#### ARTICLE 3. | ABOUT THE PLATFORM, REGISTRATION & CORE OF THE USE AGREEMENT

1. The use of the Platform is offered to providers of accommodations (Providers) .
2. Providers make use of the Platform by publishing Advertisements, exclusively with a tourist character.
3. For the conclusion of the User Agreement it is required that the User registers on the Platform. The User must provide all mandatory information requested during

registration completely and truthfully. The User guarantees the correctness and completeness of the data provided by him during registration. BnBidea is never liable for damage that arises because it has relied on incorrect or incomplete information provided by the User.

4. After completing the registration procedure on the Platform and approval thereof by BnBidea, the User will receive an e-mail confirming the registration, at which time the User Agreement has been concluded.

5. BnBidea commits itself exclusively to the exploitation of the Platform, which only provides opportunities to disclose content. BnBidea is not a party to (the realization of) any agreements between the Provider and visitors to the Platform as a result of the Provider's offer in Advertisements. Visitors to the Platform who (possibly) wish to make use of the offer in an Advertisement, submit a request to that effect through the Platform, which request is then notified to the Provider. BnBidea is and can never be involved in the settlement of such a request. The Provider concludes any agreements between him and visitors to the Platform entirely at his own expense and risk.

6. BnBidea can never guarantee that through the use of the Platform by the Provider, agreements will actually be concluded between the Provider and visitors to the Platform.

7. BnBidea reserves the right to check the content of the promotional content or advertisements placed by the User before publishing them on the Platform. If promotional content or an Advertisement of the User is in conflict with the

provisions of these general terms and conditions, BnBidea is entitled to refuse the content or Advertisement. The User is, even if BnBidea has approved the content or Advertisement, fully responsible for the content of the content or Advertisement. BnBidea is not obliged to ascertain the content of the placed promotional content or Advertisements and the correctness, completeness, reliability and legality of the data of whatever nature stated by the User through promotional content and in Advertisements. The User indemnifies BnBidea against all claims from third parties, including visitors to the Platform in particular.

#### ARTICLE 4. | DURATION OF THE USE AGREEMENT

1. The User Agreement with a Provider is entered into for a period of 12 months, or otherwise indicated, and ends, without prejudice to the provisions of the following paragraphs of this article, after this term has expired by operation of law. The Provider and BnBidea can expressly renew the User Agreement for another 12 months, or otherwise indicated.

2. If a User Agreement is re-established by the User after it has already been terminated, it is possible that the User's Profile, including the content or Advertisements stored under it, has been preserved so that it is related to the new User agreement can be used again immediately. However, the User cannot derive any rights from the foregoing and, after termination of the User Agreement, BnBidea has no retention obligation towards the User with regard to any content originating from the User.

3. If, as a result of force majeure or unforeseen circumstances, BnBidea is forced to cease the operation of the Platform and no transfer as referred to in Article 11.1 takes place, BnBidea is entitled to do so without being liable to the User for any disadvantage. For the User, on the understanding that in that case the Provider will be entitled to a refund of the payment made by him if the exploitation of the Platform ends within 12 months after the conclusion of the User Agreement in the context of which the Provider has made a payment. , in proportion to the duration of the User Agreement not enjoyed due to the termination of the exploitation of the Platform by the Provider,

#### ARTICLE 5. | RIGHT OF DISSOLUTION FOR CONSUMER USERS

1. If the Provider is a natural person, not acting in the exercise of a profession or business (hereinafter: “Consumer”), the Consumer has the legal right to dissolve the User Agreement within 14 days after its conclusion without giving reasons.

2. The implementation of the User Agreement by BnBidea within the reflection period as referred to in the previous paragraph, takes place exclusively at the explicit request of the Consumer.

3. When exercising the right of dissolution after a request as referred to in the previous paragraph, the Consumer owes BnBidea an amount that is proportional to that part of the User Agreement that was complied with by BnBidea at the time of exercising the right of dissolution. , compared to full compliance with the User Agreement. The proportional

amount that the Consumer owes to BnBidea is calculated on the basis of the total price as expressly agreed.

4. The Consumer can exercise his right of withdrawal by submitting a request to BnBidea by e-mail or by using the model withdrawal form offered by BnBidea. As soon as BnBidea has been informed of the Consumer's intention to terminate the User Agreement, BnBidea will confirm the termination by e-mail as soon as possible.

5. BnBidea will refund the payment already received from the Consumer, minus the amount as referred to in paragraph 3, to the Consumer as soon as possible, but no later than 14 days after dissolution of the User Agreement, using the same payment method as used by the Consumer. payment to BnBidea.

#### ARTICLE 6. | OBLIGATIONS OF THE USER

1. The login details provided by BnBidea for access to the Platform must be kept strictly confidential by the User. All actions performed under the User's Profile are attributed to the registered User.

2. Behavior that qualifies as abuse is strictly prohibited. Misuse is not exhaustively understood to mean: the deliberate entry of incorrect and misleading information through the Platform, the infringement of BnBidea's software and technical systems and the deliberate cause of malfunctions or defects with regard to the Platform.

3. The User is prohibited from using the Platform for unlawful acts, for acts that are contrary to the generally applicable

norms and values and for committing criminal offenses. This includes, among other things, the infringement of any intellectual property rights of BnBidea or third parties, the distribution of secret or confidential information, the improper, unlawful or punishable distribution of, among other things, texts, images, including racist statements, pornography, criminal data traffic and unlawful violations of the systems on which BnBidea's services depend, including the spreading of viruses, worms, etc. The User is also prohibited from distributing threatening and intimidating statements directly or indirectly through the Platform.

4. The User is prohibited from attempting to decompile or copy software used in connection with the Platform, to manipulate it in any other way or to develop software that infringes the software used by BnBidea.

5. The User is prohibited from sending unsolicited messages (SPAM) through the systems of BnBidea. Content of Advertisements and Promotional Content

6. The Provider is only permitted to publish Advertisements on the Platform with a tourist character.

7. When offering accommodations and disclosing promotional content, the User is responsible for complying with the rules and Pagina 3 van 5 regulations that apply to him by the government, at both centralized and decentralized levels. The User indemnifies BnBidea against all claims from third parties in this regard.

8. The Provider is obliged to provide all required mandatory information with regard to the accommodations to be offered by him, including: photos and / or a description of the accommodations so clear that visitors to the Platform have a good judgment about the accommodation. accommodation.

9. Advertisements and promotional content must not be misleading, inaccurate or false, or contain irrelevant images or other irrelevant information.

10. The offer of an accommodation from the Provider may only be included in a single Advertisement, unless explicitly stated otherwise by BnBidea.

11. The User is not allowed to upload unlawful, violent, infringing, hateful, discriminatory, pornographic or sexually oriented content through the Platform. The User guarantees that the content uploaded by him is free from third-party rights and that no infringement of the copyright, copyrights, portraiture and / or other intellectual property rights of third parties is thus committed.

12. Furthermore, the offer of accommodations and the promotional content as such may not be in conflict with the law, public order or morals. It is the User's responsibility to assess whether the content of the Advertisement or promotional content is lawful. Respond to and handle requests from visitors regarding Advertisements

13. The Provider must respond within two working days to a request from a visitor to the Platform with regard to the offer in an Advertisement.



14. The Provider is free to accept or refuse an application as referred to in the previous paragraph, but he will not make any decision to refuse dependent on motives that are manifestly discriminatory.

15. BnBidea reserves the right, if and insofar as the circumstances of the case reasonably justify this, to refuse or remove the content disclosed by the User through the Platform, including Advertisements, or to deactivate the User's Profile. or to dissolve the User Agreement with immediate effect, in case the User acts in violation of any provision of these general terms and conditions and in particular the provisions of the previous paragraphs of this article. In such a case, the User is never entitled to a refund of payments.

16 . In the event that a discussion can reasonably arise as to whether the content of the User is in conflict with the provisions of the previous paragraphs of this article, the assessment thereof is solely for BnBidea and he can attach the consequences to this by applying the provisions in the previous paragraph.

## ARTICLE 7. | PRICES AND PAYMENTS

1. The offer of BnBidea explicitly states the price that the Provider owes to BnBidea for the duration of the User Agreement. Payment is made by bank transfer.

2. The price payable by the Provider is exclusive of VAT, on the understanding that before a User Agreement is concluded with a Consumer, the total price including VAT is stated. In

the event of a reverse charge of VAT, the Provider must state this when the User Agreement is concluded by providing his VAT identification number in the manner indicated for this purpose. The Provider indemnifies BnBidea against all claims from the competent authorities in connection with the payment of VAT and incorrect application of the reverse charge mechanism insofar as this cannot be attributed to BnBidea.

3. Payments are due and payable in advance. BnBidea is not obliged to (further) implement the User Agreement until after the Provider has paid the amount owed by him to BnBidea under the User Agreement.

4. BnBidea is entitled to make the invoices due to the Provider available to it exclusively electronically.

#### ARTICLE 8. | LIABILITY AND INDEMNITY

1. Use of the Platform by the User is at the User's own expense and risk. Without prejudice to the other provisions of these general terms and conditions and in particular the provisions of the following paragraphs of this article, BnBidea is never liable for indirect damage, including loss suffered, lost profit and damage as a result of business interruption.

2. BnBidea is not able to establish with certainty the identity of visitors to the Platform. The User is responsible for observing the due care required in this respect.

3. BnBidea is not liable in any way for the content of the content disclosed through the Platform, in particular with regard to the Ads and promotional content of the User.

BnBidea therefore accepts no liability whatsoever for the data disclosed and exchanged using the Platform.

4. The User is responsible for the fulfillment of any obligation to pay sales tax, income tax and premiums on his earnings arising from agreements concluded indirectly through the Platform between visitors to the Platform and the User. The User indemnifies BnBidea against all claims from the tax authorities in this regard.

5. BnBidea is not liable for damage as a result of the User's failure to comply with the obligations under these general terms and conditions. The User indemnifies BnBidea against all claims from visitors to the Platform and other third parties in this regard.

6. BnBidea is not liable for damage as a result of unauthorized use of login details for access to the Platform.

7. BnBidea only makes web space available to the User and is in no way involved in agreements between visitors to the Platform and the User. Any liability and involvement of BnBidea in this matter is excluded.

8. BnBidea makes every effort to optimize the proper functioning and accessibility of the Platform. However, BnBidea cannot guarantee that the Platform is available without restriction and that all facilities of the Platform always function smoothly. All liability of BnBidea in this respect is excluded.

9. BnBidea is at all times authorized to temporarily decommission the Platform or have it taken out of use if this

is deemed desirable in connection with maintenance, adjustment or improvement of the Platform or the servers of BnBidea or third parties. Any liability of BnBidea in this respect is excluded.

10. Should BnBidea be liable to the User despite the provisions of these terms of use, this liability will never exceed the amount that the User owes to BnBidea under the Terms of Use, calculated exclusively over the last three months prior to the event causing damage. Should BnBidea be liable to the User for any damage, then BnBidea is at all times entitled to repair this damage. The User must give BnBidea the opportunity to do so, failing which all liability of BnBidea in this respect will lapse.

11. The User indemnifies BnBidea against all claims by visitors to the Platform and any other third parties for damage that can be attributed to the User, including but not limited to agreements by the User with visitors, concluded indirectly through the Platform. If BnBidea should be addressed by a visitor of the Platform or another third party on that basis, then the User is obliged to assist BnBidea both outside and in court and to immediately do everything that can reasonably be expected of him in that case. If the User fails to take adequate measures, BnBidea is entitled to do so itself without notice of default. All costs and damage on the part of BnBidea and third parties that arise as a result, are fully for the account and risk of the User.

ARTICLE 9. | INTELLECTUAL PROPERTY ALL

copyrights and other intellectual property rights on the Platform, including the design and operation thereof, as well as the images and texts thereon, belong to BnBidea or its licensors, insofar as these rights do not rest with the User himself. The User is prohibited from reproducing, reproducing or using the material of BnBidea or its licensors in any other way than is necessarily related to the normal use of the Platform.

## ARTICLE 10. | COMPLAINTS

1. For complaints about the use of the Platform and in connection with the User Agreement as such, the User can contact BnBidea. Complaints from the User about BnBidea must be submitted to BnBidea in writing (including by means of the contact form on the Platform) within a reasonable time after the User has established the grounds that gave rise to the complaint, fully and clearly described. It is hereby emphasized once again that BnBidea cannot be involved in complaints of the User about or claims of the User against visitors to the Platform, whether or not with regard to agreements concluded between the latter.

2. Complaints submitted to BnBidea will be answered within fourteen days of receipt thereof. If a complaint requires a longer processing time, a reply will be received within the period of fourteen days with a confirmation of receipt and an indication of when the User can expect a more detailed answer.

3. If the complaint about BnBidea submitted by a Consumer cannot be resolved by mutual agreement, the Consumer can

submit the dispute to the disputes committee via the ODR Platform ([ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/)).

## ARTICLE 11. | FINAL PROVISIONS

1. BnBidea is entitled to transfer its rights and obligations under the User Agreement to a third party who may take over the exploitation of the Platform from it in the future.
2. Each User Agreement and all legal relationships arising from it between the parties are exclusively governed by Dutch law.
3. If a legal dispute should arise between the parties, the parties are obliged, before appealing to the court, to make every effort to settle that dispute in mutual consultation.
4. Insofar as the law does not necessarily deviate from this under the given circumstances of the case, only the competent court within the district of BnBidea will be appointed to take cognizance of any legal disputes between the parties.
5. If these general terms and conditions are available in several languages, the Dutch version thereof is always decisive for the interpretation of the stipulations stated therein.