

General Terms and Conditions Esteon

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Article 1: Definition of Terms

- 1.1. 'Esteon': refers to Esteon B.V., with its registered office in Amsterdam, and its principle place of business at Laan van Kronenburg 14 (1183AS) in Amstelveen, the Netherlands (Chamber of Commerce number 59574720), which enterprise connects potential lessees with residential accommodation and Lessors, through a Search Enquiry and the digital search system developed to that effect, on the German, Dutch and Belgian rental market;
- 1.2. 'Platform': the semi-automated electronic system and the developed algorithm of Esteon, which connects potential lessees with residential accommodation and lessors, found and selected based on the Search Enquiry, which among other things is accessible through www.esteon.com and the underlying pages;
- 1.3. 'User': each natural person or legal person using the products and services of Esteon;
- 1.4. 'Account': the online area created by a User with his or her e-mail address, in which area the products or services of Esteon may be used.
- 1.5. 'Lessee': each natural person or legal person looking for residential accommodation and assigning Esteon to conduct a search and also wishing to be informed of the offerings selected and found for him or her in a local rental market;
- 1.6. 'Lessor': each natural person or legal person who stated to have residential accommodation available in the future, which accommodation potential lessees may be forwarded to and which person has consented to this. In addition to this, a business profile is drawn up when permission is granted.

- 1.7. 'Internet Site': the websites under which Esteon operates, including the website under the domain name www.esteon.com, www.esteon.be and www.esteon.de;
- 1.8. Search Enquiry: the Search Enquiry/Search Enquiries created by a Lessee with his or her residential requirements within an Account;
- 1.9. 'Business profile': a profile drawn up in consultation with Lessor and a representative of Esteon, intended to provide house hunter with a proper search service. The business profile will include the general lease requirements, properties and contact information of the Lessor;
- 1.10. 'Material': information submitted by or on behalf of Lessors about a residence offered for lease;
- 1.11. 'Intellectual Property rights': all rights of intellectual property including rights such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and related rights, also as well as rights to the protection of know-how and performance on a par with a patentable invention;
- 1.12. 'Subscription': free or paid account of Lessee for the duration of the Contract Period;
- 1.13. 'Member Account': paid variety of a Subscription;
- 1.14. 'Contract Period': period of 90 consecutive days;
- 1.15. 'Agreement': the Agreement established between Lessors/Lessees and Esteon when an Account is created by Lessors/Lessees and where these General Terms and Conditions are declared applicable; for the Lessor the agreement will commence after consent to collaborate and after drawing up a business profile. Without such a business profile, no collaboration will be possible between Lessor and Esteon.
- 1.16. 'Abuse': forwarding or sending (digital) messages to Esteon, which (ultimately) are in violation of the rights or privacy of others, such as sending unsolicited commercial information and spam, making grievous or insulting remarks, violating the Intellectual Property Rights of Esteon or third parties or disclosing or multiplying material without permission, also posting discriminatory or insulting texts or texts of a sexual nature or containing sexual innuendos, or placing links to other websites or advertisements for other websites, placing links of advertisements for organisations that are not registered as a partner, or advertisements that do not fall within the objective of Esteon, or else making use of software or other means that may impede or otherwise damage the Platform of Esteon.

Article 2: Applicability

- 2.1. These General Terms and Conditions are applicable to all visitors of the Internet Site, including Users and their created Accounts and Agreements. Esteon will make these General Terms and Conditions available on the Internet Site of Esteon at all times, where they may be consulted digitally and be saved offline. Prior to the User of the Internet Site creating an account, Esteon will point out the applicable General Terms and Conditions, provide that these may be directly consulted and may be "ticked for approval" by User as a declaration that User has read and accepted the General Terms and Conditions.
- 2.2. Provisions deviating from these General Terms and Conditions are only valid to the extent that they have been accepted and confirmed in writing by Esteon.

- 2.3. If a provision of these General Terms and Conditions is void or becomes voided, the remaining provisions will remain in full force and effect.
- 2.4. Esteon reserves the right to unilaterally change these General Terms and Conditions without prior notification. The amendments shall come into force with immediate effect unless stated otherwise. The notification will be made by publication on the Internet Site and/or by sending an e-mail notice to all Lessees and Lessors. Using the services of Esteon after the amendments are made implies the irrevocable acceptance of same.

Article 3: Platform

- 3.1. Esteon provides Lessees and Lessors the opportunity to come together by using its Platform, which can be accessed through Accounts created on its Internet Site, as the Esteon Platform points out available residential accommodation to Lessees (the client) that complies with the residential requirements filled in by same through a Search Enquiry. In doing so, residential homes will be selected and offered. The search process takes place on a semi-automated basis through the Platform. Esteon will only serve as a facilitator here and will not be responsible for the establishment of any agreements between Lessees and Lessors and/or for the content of these agreements. After the Lessee is brought in contact with a Lessor the facilitating service provided by Esteon to Lessee pertaining to a specific residential home will come to an end.

Article 4: Conclusion and duration of the Agreement and the Subscription

- 4.1. The Agreement with the Lessee is established by Lessee creating an account with his or her e-mail address. For the Lessor, the agreement will commence after an approval to collaborate and after a business profile is drawn up. Without such a business profile, no collaboration between Lessor and Esteon will be possible.
- 4.2. Formation of the Subscription of the Lessee is established by the Lessee creating a Search Enquiry on his or her Account. The Subscription is entered into for the duration of 90 days and may start on any desired day of the month.
- 4.3. The paid Subscription may be terminated monthly and will not be extended automatically every month. In case the paid Subscription is not extended, it will be converted into a free Subscription. The free Subscription will be automatically extended free of charge after the contract period expires.

Article 5: Costs

- 5.1. The creation of an Account and Search Enquiry on the Internet site of Esteon is free of charge for Lessees. It will provide the Lessee with limited access to the services of Esteon.
- 5.2. Lessees may choose to create a paid Member Account. A Member Account provides full access to the semi-automated service and search service of Esteon. If the Lessee chooses to create a

Member Account, the daily rate as referred to, excluding any active discounts and including VAT, will be charged for 90 or 180 days. A Member Account is concluded for the duration of 90 or 180 days and may commence at any day of the month.

- 5.3. The Subscription costs due to Esteon for a Member Account must be paid in advance. Upon payment in advance of the applicable Subscription costs, a Member Account may each time be extended for 90 or 180 days.
- 5.4. The payment of Subscription fees and all that is further due pursuant to this Agreement, will be effected no later than on the due date in legal Dutch tender by deposit or bank transfer into the bank account to be designated by Esteon – without any suspension, discount, deduction or set-off with a claim Lessee/Lessor has or presumes to have against Esteon.
- 5.5. In case of failure to effect payment of an invoice sent by Esteon within seven (7) days after the date of dispatch of the invoice, the Lessee/Lessor will be in default by operation of the law and Esteon will have the right to charge an amount of €3.00 in administrative costs. In case of failure to effect payment of the invoice within fourteen (14) days after the date of dispatch, Esteon will have the right to charge an additional amount of €3.00 in administrative costs. Lessee/Lessor will also owe the statutory interest on the invoice amount including additional administrative costs.
- 5.6. Esteon is at liberty to change the place or manner of payment by means of a statement to Lessee/Lessor via the Account created by Lessee/Lessor on the Internet Site of Esteon. Esteon is authorised to determine for which outstanding claim from the Agreement a payment it receives from Lessee/Lessor will serve as reduction, unless Lessee/Lessor explicitly indicates otherwise upon payment.

Article 6: Use of the service

- 6.1. The Lessee creating an Account and either or not posting a Search Enquiry there upon, will warrant and ensure all data, including but not limited to name, phone number and e-mail address are complete, correct and up-to date.
- 6.2. By making Material available through the search network of Esteon by way of an approval, Lessor grants permission to Esteon to communicate information of the residential accommodation to potential Lessees on the Internet Site of Esteon and if permission is granted also on external websites. This permission may be withdrawn at all times.
- 6.3. The Lessee/Lessor is responsible for the content of the information he/she submits. The Lessee/Lessor is required to act and behave in all respects as may be required from a responsible and prudent internet user. This particularly means that Lessee/Lessor warrants: (1) that the content of the information he/she submits is not in violation of the laws and regulations in force in the Netherlands, nor that this information is illegal; (2) he/she will not improperly treat or harass other Lessors/Lessees with this information; (3) he/she will not harm the interests and the good name of the Internet site and Esteon; (4) the Lessee/Lessor shall not approach the other party other than through Esteon with regard to a residential home, nor conclude an agreement with this party

pertaining to that residential home. The Lessee/Lessor furthermore warrants that he/she will not Abuse (the content of) the Internet site.

- 6.4. Esteon reserves the right to shorten or amend the texts of the Search Enquiry or Material submitted by a Lessee/Lessor. Esteon also reserves the right to refuse or remove Search Enquiries or Material from the Internet site(s) without this in any way resulting in any right for Lessee/Lessor to compensation for damage or reimbursement of Subscription fees of Member Accounts. Refusal or Removal may among other things take place in case of the following: the information of the Material is incorrect and/or incomplete; the Material or Search Enquiry is in violation of the (intellectual property) rights of Esteon or of third parties; the Material or Search Enquiry is in violation of these General Terms and Conditions; there is a case of Abuse; the Material or Search Enquiry is in violation of the laws and regulations in force in the Netherlands; the Material or Search Enquiry cannot be confirmed by phone to the advertiser within 72 hours; the Material has been on the Internet site for more than 60 days.
- 6.5. The Material is automatically de-activated when it is no longer available.

Article 7: Password and User Name

- 7.1. For a new Account, the Lessee/Lessor creates an own password to gain access to the Account. The Lessee/Lessor is not authorised to allow third parties to use this; the password is strictly personal.
- 7.2. The Lessee/Lessor is responsible for every use of the password and is liable for all the use that is made of the services of Esteon through this password. The Lessee/Lessor indemnifies Esteon to the fullest extent against all claims from third parties regarding damage or otherwise, in any which way arising by the use of the Esteon services through this password.
- 7.3. Esteon is authorised to change the password in case such is necessary in the interest of the functioning of the Esteon services.

Article 8: Warranties

- 8.1. Esteon acts solely as intermediary and provides Lessee(s) with the opportunity to get in contact with Lessors through its Platform. There are no warranties pertaining to any services provided. The nature of a Lease Agreement that may be established includes that either or not establishing the formation of a Lease Agreement with Lessee(s) is at the Lessor's discretion. Esteon is in no way whatsoever involved in the formation of any Lease Agreement and the conditions thereof. Esteon cannot exercise any control whatsoever over the quality, the legality or the authority of the Users and the correctness of the data and cannot be bound in this regard.
- 8.2. The match warranty will only be issued for a Member Account. In case Lessee has no match with a residential home based on his/her residential requirements within 90 days, Lessee will be reimbursed for the full amount paid. Lessee may submit a request through a form after 90 days. The reasonableness of the application will be assessed and upon approval the reimbursement will be made within 14 days. The match warranty may be reclaimed up to 6 months after the end of the Member Account.

- 8.3. The match warranty also applies for a matching residence found by the Lessee himself/herself. If a Lessee is able to prove that the only residential space offered was found by himself/herself through the website or through external channels and the search service has made no other offers for residential space within 90 days, Lessee may also be entitled to match warranty as described in paragraph 2.
- 8.4. The automatically generated advice after creating a Search Enquiry is based on local research conducted by Esteon, based on an analysis of housing market statistics and/or characteristics of local rental markets, provided these data are available. No rights may be derived from this advice and the expected number of matches. Esteon provides no warranties whatsoever that this estimated information is and/or remains correct.

Article 9: Liability

- 9.1. Esteon does not warrant towards the Lessee nor towards the Lessor that the Material, texts, prices and Lessee/Lessor information are correct and/or up-to-date, nor will it be liable for that.
- 9.2. Esteon does not warrant towards the Lessee nor to the Lessor that a formation of a Lease Agreement will be established, nor will it be liable for this.
- 9.3. Esteon will never be liable for the possible (consequential) damage incurred by the Lessee or the Lessor or by third parties. Furthermore the Lessee or the Lessor indemnifies Esteon against all claims from third parties to compensate for (consequential) damage pertaining to this Lease Agreement.
- 9.4. If and to the extent that a (Dutch) judicial authority would nevertheless rule that Esteon is liable for any (consequential) damage incurred by the Lessee or the Lessor or a third party and will be bound to compensate the damage in whole or in part, the amount of the compensation for damages will not exceed € 250.00.
- 9.5. Upon the formation of the Agreement, Lessee and Lessor will be required to have acquainted themselves with the Regulations on housing and student housing agencies 2013, as referred to on http://decentrale.regelgeving.overheid.nl/cvdr/xhtmloutput/historie/Amsterdam/296048/296048_1.html, and to act in compliance with these Regulations when the residential accommodation to be leased is located in Amsterdam or the region where these Regulations apply.
- 9.6. Esteon will never be liable for fixing the points scored under the points system which may apply to the residential accommodation in question and the rent that may arise from this. More information about the points system is available on the website of the Central Government: <http://www.rijksoverheid.nl/onderwerpen/huurwoning/puntensysteem-huurwoning>. Esteon uses a semi-automated system and as such Lessor himself/herself will be responsible for the level of the rent and/or for this rent complying with any points system that may apply. Lessor indemnifies Esteon against all claims from third parties arising from any points systems that may apply.

- 9.7. Esteon will never be liable for the Lessee's inability to register in the municipality after the formation of a Lease Agreement between Lessee and Lessor. Lessee will be required to verify this by himself/herself.
- 9.8. Lessee/Lessor indemnifies Esteon against all claims from third parties, including the reasonable costs for legal assistance, which in any way whatsoever relate to the services performed by Esteon for Lessee/Lessor, unless these claims are the consequence of gross negligence on the part of Esteon.
- 9.9. Esteon will not be liable, in whichever form, concerning the availability, quality, performance, completeness or content of the Platform and the Internet site, including for damage as a result of (temporary) unavailability of the Platform due to technical problems.

Article 10: Data

- 10.1. Esteon has the right to use the information submitted by the Lessee or the Lessor for statistical and commercial purposes within the Platform of Esteon and in accordance with the Dutch Personal Data Protection Act.
- 10.2. The Lessee warrants that his/her information to be processed by Esteon, the processing of this information and the result of processing this information are not in violation of the applicable law, such as the Dutch Personal Data Protection Act, as a result of any incorrectness of this information.
- 10.3. The Lessee will indemnify Esteon against all third-party claims based on a violation of article 10.2.
- 10.4. Esteon provides no warranty towards the Lessee, nor to the Lessor with regard to the supply of residential accommodation being correct and/or up-to-date.

Article 11: Applicable law and competent court

- 11.1. Any disputes pertaining to the performance of or compliance with these General Terms and Conditions or this Agreement must be submitted to the subdistrict court of Amsterdam. The subdistrict court of Amsterdam is therefore designated as the competent court.
- 11.2. These General Terms and Conditions and the Agreement are subject to Dutch law.

Article 12: Requests and permission

- 12.1. If after the formation of the Agreement with these appurtenant General Terms and Conditions the Lessee should require a deviation from and/or addition to any provision of this Agreement, Lessee will be required to submit his/her request for this deviation and/or addition in writing.
- 12.2. If and to the extent that in any provision of these General Terms and Conditions or Agreement the permission from Esteon is required, this permission will only be considered to have been granted if such has been submitted in writing.
- 12.3. Esteon will grant a once-only permission, which will not apply to other or subsequent cases. Esteon is authorised to attach conditions to its permission.

Article 13: (Early) termination of the Agreement

- 13.1. Termination of a Member Account is possible during the contract period of the Subscription or Member Account by giving notice. If Lessee gives notice during the contract period, the Agreement will be terminated. In such case, the Lessee with a Member Account will have no right to reimbursement of the Subscription fee paid for the Member Account for the remaining contract period.
- 13.2. As a rule, termination must be effected using the relevant sections of the Internet Site. In case of notice of termination a noticed period of one (1) day must be observed.
- 13.3. If Lessee/Lessor: fails to pay the amounts he/she owes within the times as set; fails to comply with any other provision of the Agreement; fails to observe any condition pertaining to permission granted by Esteon; loses the power to dispose of his/her capital or part thereof; is not a natural person; loses its corporate status, is dissolved or actually liquidated; is declared bankrupt; proposes a settlement or if assets of the Lessee are seized; dies, Esteon will have the right to terminate the Agreement or have the Agreement terminated early. Such will only be preceded by advance termination if so required by law. Lessee/Lessor will be in default by the mere expiration of a certain term or by the mere circumstance as aforementioned arising.
- 13.4. Lessee/Lessor will be obliged to compensate Esteon for all damage, costs and interest as a result of a circumstance as referred to in article 13.4 and as a result of early termination of the Agreement, also in case of bankruptcy and suspension of payment.
- 13.5. This damage will in any case include the Subscription fees, the turnover tax and the other amounts due, also all judicial and extrajudicial costs for measures taken by Esteon, including costs for legal assistance in relation to a circumstance as stated in article 13.4.
- 13.6. Esteon may terminate the Agreement with the Lessee/Lessor with immediate effect without prior notification or consultation, without restitution of any Subscription fees in case of Abuse by the latter.
- 13.7. Esteon reserves the right to exclude the Lessor from the Platform if a situation occurs as referred to in article 6.4 (4).
- 13.8. The provisions under 13.1 up to and including 13.8 do not exclude the authority of Esteon to exercise its other rights, including its right to claim compliance with compensation for damage.

Article 14: Extrajudicial costs

- 14.1. If the Lessee remains in default of payment of the amount due, Esteon may pass on the claim for collection. In all cases where Esteon issues a demand, a notice of default or a writ to Lessee/Lessor, or in case of proceedings against Lessee/Lessor to claim performance of the Agreement, Lessee/Lessor will be obliged to pay Esteon all the costs incurred to that effect, both judicially and extrajudicially - with the exception of the court costs to be paid by Esteon according to a final court judgment. The costs incurred will be set between parties in advance, at an amount not lower than the usual rates applied by bailiffs.

Article 15: Several liability

- 15.1. If various (natural or legal) persons have committed themselves as Lessee, these persons will always be jointly and severally liable and each of them for the whole towards Esteon, for all obligations arising from the Agreement.
- 15.2. Postponement of payment or remission granted by Esteon to one of the Lessees, or an offer to that effect, will only refer to that Lessee.
- 15.3. Lessee may at all times terminate the Agreement with Esteon.

Article 16: Intellectual property

- 16.1. All Intellectual Property rights, including the copyright on the software of the Platform, the name, the copyright on the graphic design of the Platform and the Internet Site, also for the other images, text and content on the Internet Site and the ESTEON (figurative) trademarks and logos, are the property of Esteon. Except for with permission from Esteon, the multiplication or publication of the copyrighted works of Esteon is prohibited.

Article 17: Complaints

- 17.1. Lessee/Lessor will submit any complaints and wishes in writing forthwith. The address:

Esteon B.V.
Laan van Kronenburg 14
1183AS Amstelveen
The Netherlands

Article 18: Final Provision

- 18.1. If part of the Agreement or of the General Terms and Conditions is void or voidable, this will not affect the validity of the remaining provisions. Instead of the voided or void part, the parties will then be deemed to have agreed to that which comes closest, in a manner permitted by law, to what they would have agreed had they known of the voidness or voidability.