

## **GENERAL TERMS AND CONDITIONS FOR OBJECT LISTING**

These general terms and conditions are used by MySecondhome (Pepan Holding BV), a Dutch limited liability company registered with the Chamber of Commerce in Amsterdam under number 34261838.

### **Article 1 – Definitions**

The following definitions shall have the following meaning as used in these general terms and conditions:

<b>Agreement</b>	the agreement between MySecondhome and the Client pursuant to which the Client makes use of the Services
<b>Content</b>	the electronic information as included on the Website and in the Database, consisting of, <i>inter alia</i> , text, addresses, e-mail addresses, hyperlinks, images including photos and video files, legal conditions, model documents and details of business partners
<b>Database</b>	MySecondhome's Database, which is accessible from the Website containing Offers and other information related to the Services
<b>Fees</b>	the fees payable by the Client for the use of the Services
<b>General Terms</b>	these general terms and conditions
<b>Offer</b>	the information relating to one or more Properties uploaded to the Database by the Client
<b>Parties</b>	MySecondhome and the Client
<b>Property</b>	the property offered for sale or rent by the Client on the Website
<b>Services</b>	the services offered by MySecondhome on the Website, relating exclusively to the provision of an online international property market
<b>Client</b>	the party making use of the Services
<b>Website</b>	MySecondhome's website (including but not limited to) the domain names (i) MySecondhome with the extensions .eu and and (ii) mysecondhome with the extensions .nl, .pt, .be, .fr, .ru, .es, .de, .co.uk, .hu, .bg, .cz, se, .ch, .au , including all related software.

## **Article 2 – Applicability**

- 2.1 The General Terms are applicable to and form an integral part of all Agreements, unless the Parties have agreed otherwise in writing.
- 2.2 The applicability of the Client's general terms and conditions is hereby explicitly rejected.
- 2.3 Deviations from the General Terms are only valid if agreed between the Parties in writing.
- 2.4 MySecondhome can alter the General Terms and conditions at any time. MySecondhome will notify the Client in writing of an alteration of the General Terms. During a period of five days after such notice the Client is entitled to terminate the Agreement. If the Client does not make use of its right to terminate the Agreement within the provided term, the new General Terms shall be deemed accepted.

## **Article 3 – Agreement**

- 3.1 The Agreement is concluded by the Client filling out the required details for registration on the Website and MySecondhome's subsequent e-mail or fax confirmation of the Client's registration or by separate agreement.
- 3.2 To the extent that the Client is obliged to register his information on the Website using a registration form, the Client shall vouch for the completeness and accuracy of the information provided.
- 3.3 The Client shall receive a unique and personal Client ID, which may not be shared with others and with regard to which the Client undertakes to immediately notify MySecondhome if there is a risk of unauthorized use by a third party.
- 3.4 Agreements may only be concluded by persons who are in a position to conclude legally binding agreements, such as persons over 18 years of age.
- 3.5 MySecondhome is entitled to accept or reject a registration and to temporarily or permanently block use of the Website and/or the Content by the Client, without notification or prior statement of reasons.
- 3.6 The Client can unsubscribe at any time on the Website. Unsubscribing does not influence any of the Client's payment obligations.
- 3.7 In the context of the Agreement, MySecondhome may be viewed exclusively as an information intermediary and as such is not in any way party to, liable for or otherwise involved in the conclusion and/or performance of agreements between Clients and/or the Client and third parties. The Client indemnifies MySecondhome from any and all claims, costs and damages, including but not limited to legal fees, in relation to contacts and/or agreements between Clients and/or the Client and third parties. Any dispute among Clients themselves

and/or the Client and third parties shall be resolved directly by the parties themselves.

#### **Article 4 – Placement of Offers**

- 4.1 The Client can manually or automatically by XML upload the Offer on the Website after which it will be included in the Database.
- 4.2 The Client is permitted to independently introduce hyperlinks from a different website, Internet application or e-mail, in so far as the purpose of this use is to alert other Clients to the Offers within the frames of the Website. The Client is requested to place an Offer by filling out all relevant details of the Property and by placing it in the most appropriate category and to remove the Offer once the Property has been rented or sold.
- 4.3 MySecondhome is entitled, at its own discretion, to refuse an Offer for (re)placement and to remove the Offer from the Website.
- 4.4 The Client grants MySecondhome the unrestricted, irrevocable and world-wide right to make use of any information and material contained in the Offers commercially in the broadest sense, without owing the Client any compensation. MySecondhome shall not be required to keep such information and material confidential.
- 4.5 The Client guarantees that the Offer, any other type of content placed on the Website and any website to which the Offer hyperlinks, including its contents:
  - a. does not infringe any third party's (intellectual) property rights, including but not limited to copyrights, trademark rights, database rights and portrait rights; and
  - b. is not in violation of any law or regulation, including but not limited to penal laws, privacy laws, advertisement laws and tort law, *inter alia* that it is not in any other way detrimental, discriminatory, immoral, obscene, inappropriate or otherwise inadmissible pursuant to the law.
- 4.6 In particular, but not limited thereto, the Client guarantees that the Offer, any other type of content placed on the Website and any website to which the Offer hyperlinks, including its contents:
  - a. is true, correct, complete and fully up to date;
  - b. does not contain any misleading, unauthorized comparative or otherwise unauthorized statements;
  - c. reflects only Property which the Client is entitled to offer for rent and/or sale;
  - d. does not contain any portraits (whether or not in motion) of persons who have not given their consent for the use of their portrait;
  - e. does not contain any pictures for which the copyright holder has not given its consent;
  - f. does not contain any trademarks or other types of distinguishing marks or elements, for which the rightful owner has not given its consent;

- g. does not contain any hyperlinks to websites of competitors of MySecondhome;
  - h. does not cause damage to MySecondhome's or any other party's properties, for example but not limited thereto because it contains defects, viruses, worms or other damaging programs or contents.
- 4.7 The Client is liable for and indemnifies MySecondhome from any and all claims, costs and damages, including but not limited to legal fees, in relation to a breach of the guarantees mentioned in articles 4.5 and 4.6.

## **Article 5 – Compliance**

- 5.1 Notwithstanding the provisions of Article 4, the Client shall in general:
- a. refrain from infringing any third party's (intellectual) property rights, including but not limited to copyrights, trademark rights, database rights and portrait rights;
  - b. refrain from violating any law or regulation, including but not limited to penal laws, privacy laws, advertisement laws and tort law, *inter alia* acting in any way detrimental, discriminatory, immoral, obscene, inappropriate or otherwise inadmissible pursuant to the law.
- 5.2 In particular, but limited thereto the Client shall:
- a. refrain from hacking the Website or the server(s) on which the Website and/or Content is located, or circumventing any security measures made to it, or attempting in any other way to hinder or influence the uninterrupted operation of the Website and/or Content;
  - b. behave as a responsible and careful Internet user;
  - c. refrain from distributing unlawful material;
  - d. not use any automated system or program or to try to use one, such as - although not limited to - so-called webcrawlers and spiders, with the aim of forcing entry to, using or copying and gathering the Website;
  - e. not access the Content or have it accessed using so-called deeplinks on other websites or in other software and systems, without MySecondhome's prior written consent;
  - f. not place advertisements on the Website other than as specified by MySecondhome;
  - g. refrain from any act or omission which could cause detriment to MySecondhome's and/or MySecondhome's other Clients' name.

## **Article 6 – Fees and payment**

- 6.1 The Client shall have no obligation to pay any Fees to MySecondhome until MySecondhome's further notice.
- 6.2 In so far as MySecondhome decides in the future that any payments or quid pro quo shall be owed for making use of the Services, the Client shall be notified in this regard in advance, after which the Client shall be offered ample opportunity

to accept or refuse MySecondhome's offer and to continue making use of the Services or not.

#### **Article 7 – Intellectual property rights**

- 7.1 All intellectual property rights, including but not limited to trademarks, copyrights, trade name rights, database rights, patents and portrait rights, and the know-how and trade secrets with regard to the Website, the Database and the Content will at all times remain with MySecondhome, or third parties with which it has a legal relationship.
- 7.2 The Client is not entitled to use (including but not limited to reproducing and/or altering) any part of the Website (including the Content and the Database) in whatever manner without MySecondhome's prior written consent and unless explicitly permitted by the law. The Client shall immediately cease and desist the unauthorized use of such material upon MySecondhome's first notice.
- 7.3 The Client acknowledges that MySecondhome has a substantial economic interest in maintaining and using the structure and content of the Database and that MySecondhome has made substantial investments, in respect of building the Database software as integrated into and forming the basis of the Website, as well as of acquiring the Content, which includes far-reaching investments in sales, marketing and developing the automated system.
- 7.4 The Client acknowledges MySecondhome's right to provide technical protection for the Website and its Content and agrees to waive passing on the costs of any technical protection measures.

#### **Article 8 – Liability and force majeure**

- 8.1 MySecondhome is not liable for any indirect or consequential damage, including but not limited to loss of revenue or profit, third party claims, loss of data and decrease of goodwill. MySecondhome can therefore only be held liable for direct damage and MySecondhome's liability is at all times limited to an amount equal to the Fees payable pursuant to the Agreement, with an aggregate maximum amount of EUR 4,000.
- 8.2 In particular, but not limited thereto MySecondhome is not liable for damage resulting from:
  - a. the contents of the Website, including but not limited to the contents of advertisements and/or content placed by MySecondhome's other Clients;
  - b. the contents of (third party) websites that are linked to the Website;
  - c. the unauthorized use of the Website by third parties, including but not limited to spreading viruses, sending e-mail and manipulating software through the Website.
- 8.3 MySecondhome endeavors to realize, but cannot guarantee, the Website's availability (including its facilities) 24hours per day. MySecondhome is not liable

for disruptions in the Website's availability due to third party's facilities and/or services.

- 8.4 MySecondhome does not guarantee that the Website and its contents is up to date, complete, correct and/or accurate, or that it is free from errors, defects and/or viruses and MySecondhome cannot guarantee that any deficiencies, errors, defects and/or viruses shall be rectified. Moreover, MySecondhome cannot exercise any control on the quality or substance of the advertised objects, the accuracy of the Offers, the authorisation of Clients to sell and/or rent objects and the authorisation of Clients to buy and/or rent objects.
- 8.5 MySecondhome can not be held liable for any damage due to *force majeure*, including, but not limited thereto, non-performance by MySecondhome's suppliers and other hired third parties.
- 8.6 The Client shall submit any complaints with regard to the Website within 10 days after the grounds for complaint have risen, after which term the Agreement will be regarded as performed correctly.
- 8.7 Claims for compensation of damage expire within 6 months after the circumstances causing such damage have taken place.
- 8.8 The Client is liable for and indemnifies MySecondhome from any and all claims, costs and damages, including but not limited to legal fees, in relation to any of its acts or omissions, and in particular in relation to its violation of any provision of the General Terms.

#### **Article 9 – Term and termination**

- 9.1 MySecondhome is, if one of the following circumstances arises, entitled to suspend the performance of the Agreement, or to terminate the Agreement immediately, without observing a notice period, and without being obliged to pay any damages, in case:
  - a. the Client is declared bankrupt, or its bankruptcy is requested;
  - b. the Client requests for or is allowed suspension of payment;
  - c. the Client's enterprise is terminated or the intent to terminate the enterprise becomes known to MySecondhome;
  - d. a change occurs in the control over the Client's corporation;
  - e. MySecondhome or the Client is in breach of the Agreement due to *force majeure* and such *force majeure* has continued during a period of 20 days, whether subsequent or not;
  - f. the Client is in breach of the Advertising Agreement and such breach has not been fully and unconditionally remedied by the Client within 20 days as from a written notice by MySecondhome to the Client defining such breach and a request to remedy the breach within such 20 days period.
  - g. MySecondhome or the Client receives a claim by a third party that its intellectual property rights are infringed by the Client and/or the Offer MySecondhome (can reasonably assume that it) will be prohibited to

place the Offer or MySecondhome reaches an agreement with such third party in order to prevent a court case.

- 9.2 After termination of the Agreement, for whatever reason, MySecondhome shall be entitled to immediately remove all Offers from the Website.

#### **Article 10 – General Provisions**

- 10.1 MySecondhome will make use of the Client's personal data. More information with regard thereto can be found in the privacy policy link.
- 10.2 The Client is not entitled to assign its rights and obligations pursuant to the Agreement to any third party without MySecondhome's prior consent. MySecondhome is at all times entitled to assign its rights and obligations pursuant to the Agreement to a third party and the Client hereby gives its prior consent for such transfer.
- 10.3 To the extent that these conditions are declared partially invalid in legal proceedings or are otherwise invalid, the parties shall continue to be bound in full to the section that remains valid. MySecondhome shall, in that event, replace the invalid section with stipulations that are valid and of which the legal consequences, in view of the content and scope of the General Terms, correspond as much as possible with the invalid section.
- 10.4 If MySecondhome decides not to enforce a provision, this does not imply that it renounces its right to do so at a later stage.
- 10.5 With the exception of notifications relating to illegal or infringing material, messages from the Client to MySecondhome must be forwarded by registered mail to MySecondhome (Pepan Holding BV), registered with the Chamber of Commerce in Amsterdam, the Netherlands, under number 34261838.
- 10.6 Notifications to the Client shall be sent to the e-mail address specified by the Client, or by registered mail. Notifications made by registered mail to the Client shall be considered to have been received five days after the postal date.
- 10.7 Alterations of the Agreement can only be made in writing by both Parties.
- 10.8 In case of conflict between the General Terms and the Agreement, the General Terms shall prevail. In case of conflict between the original English text of the General Terms and a translation thereof, the English text shall prevail.

#### **Article 11 – Applicable law and competent court**

- 11.1 The laws of The Netherlands are applicable to the Agreement.
- 11.2 Any conflict arising in connection with the Agreement or any agreements in connection therewith shall exclusively be brought before the competent court in Amsterdam, The Netherlands.