

Terms and conditions Huizenvinder.nl

Definitions

De following terms in these terms & conditions are defined as follows:

Huizenvinder.nl

(a trade name of) Inversive Media B.V.;

Website

the webpage accessible via www.huizenvinder.nl;

Service

an online platform and Website through which Landlords can offer rooms for rent and Tenants can search for such rooms;

Tenant

a visitor of the Website that is in search of an object to rent;

Landlord

a registered visitor of the Website that offers one or more objects for rent on the Website;

User

Tenants and Landlords;

Subscriber

a Tenant with a subscription to the Website;

Call

a message on the Website in which a Tenant states to be in search of a room for rent and the desired conditions of such rent;

Reaction

a message from a Tenant to a Landlord via the platform in reaction to an Offer or a message from a Landlord to a Tenant via the platform in reaction to a Notice;

Offer

an advertisement on the Website in which a Landlord offers a room for rent.

Applicability

These terms & conditions are applicable to every use of the Service and the Website. Huizenvinder.nl reserves the right to make changes to these terms & conditions. In the event of such changes Huizenvinder.nl shall timely notify the User thereof. If the User wishes not to accept such changes he or she can terminate the use of the Service and the Website before these changes enter into effect.

The use of the Service

Huizenvinder.nl shall make an effort to make the Service available to Users. Huizenvinder.nl does not warrant the availability of the Service nor any result in the relation to the Service.

The Service and the Website provide the possibility to offer and search rooms for rent and the possibility for Users to come in to contact with each other. Huizenvinder.nl is no real estate agent, Landlord or Tenant. Huizenvinder.nl is not substantively involved in the correspondence between Users, nor in their process of entering into a (tenancy) agreement, nor a party to that agreement. Notwithstanding the foregoing Huizenvinder.nl makes available on the Website standard tenancy contracts issued by the Raad van Onroerende Zaken. Huizenvinder.nl is not involved in the draft of these standard contracts. Users can use these standard contracts as an example when entering into a tenancy agreement. However, Huizenvinder.nl does not guarantee that the standard contracts are suitable for use by Users. Users should always consult with a legal consultant before entering into a tenancy agreement.

Users are obligated to use the Service in accordance with the purposes of the Service, the applicable laws and regulations, and standards of decency and moral values. Huizenvinder.nl reserves the right to deny Users access to the Service and Website in the event they act in violation of such purposes, laws and regulations, standards and values.

In the event of any questions or remarks in relation to the Service and Website Users can get into contact with Huizenvinder.nl via the contact form on the Website.

Registration and account

Users may be required to register. Users can register via the registration form on the Website, in which event Users create an account with a username and password. Upon registration Huizenvinder.nl may require to verify the User's identity, for example with iDIN-verification or through confirmation of an email address, phone number and a iDeal bank transfer of € 0,01.

Registered Users are solely responsible for the use and administration of their account. They are not allowed to share their account with others and shall keep their credentials confidential at all times. If the registered User knows or suspects that others (may) have access to their account they shall immediately contact Huizenvinder.nl.

Subscription

Tenants can subscribe to Huizenvinder.nl. Subscriber have access to more functionalities of the Website, such as placement of Notices on the Website and entering into contact with Landlords via the Platform.

Upon subscription Subscribers enter into an agreement with Huizenvinder.nl for an indefinite period of time. Subscribers can terminate the subscription on a monthly basis before the end of the following month. The subscription fee will be published on the Website. The subscription fee will be collected on a monthly basis through automatic collection or credit card charge, to which the Subscriber authorizes Huizenvinder.nl upon subscription. The Subscriber shall ensure to have sufficient bank balance or credit on the collection date. Huizenvinder.nl reserves the right to terminate or temporarily suspend the subscription in the event the Subscriber fails to do so.

The Subscriber has a reflection period (“bedenktermijn”) of fourteen days starting the day after the subscription. The subscriber can terminate the subscription within this period effective immediately and without any costs. In the event the Subscriber wishes to do so, the Subscriber can send an email to info@huizenvinder.nl stating that he or she wishes to terminate the subscription within the reflection period. The Subscriber can also use our withdrawal form. This form can be found [here](#).

Huizenvinder.nl reserves the right to change the subscription fee. In the event Huizenvinder.nl changes de subscription fee for

existing Subscribers, Huizenvinder.nl shall give timely notice of such changes. In the event Subscribers wish not to accept the changed subscription fee, they can terminate the subscription.

Huizenvinder.nl can offer Subscriber a guarantee scheme. For more information about the terms and conditions of the guarantee scheme Huizenvinder.nl refers to the Website (www.huizenvinder.nl/guarantee).

Offer, Notice and Reply

Landlords can place an Offer on the Website. The Offer is visible to all Users and contains relevant information regarding the room. Landlords may choose to state their contact details in the Offer in order for Tenants to directly contact them about the Offer.

Landlords warrant and represent that they are authorized to make the Offer and that the information regarding the room in such Offer is correct. Said information is not verified by Huizenvinder.nl. Tenants do not derive any rights from the information in the Offer towards Huizenvinder.nl.

Tenants can place a Notice on the Website. This Notice is visible to all Users. Tenants can choose to make visible their profile and contact detail in order for Landlords to enter into contact with them about the Notice.

Landlords and Tenants are obligated to act and communicate decently and respectfully when placing an Offer, Notice or Reply, and in the communication or contact that might follow.

Huizenvinder.nl reserves the right to at all times remove any Offer or Notice without stating the reasons thereof.

Landlords and Tenants can send a Reply. Huizenvinder.nl automatically forwards this Reply to the addressee's email address citing the sender's contact details. Any contact that follows such

Reply shall be directly between the Landlord and Tenant without intervention of Huizenvinder.nl

Intellectual property

Huizenvinder.nl owns all rights of intellectual property in relation to the Service and Website. Users guarantee that they shall not in any way infringe those rights.

Liability

Huizenvinder.nl is not liable for any claims in relation to the information, statements or communication by Users via the Platform or on the Website.

Huizenvinder.nl is not in any way involved or a party in the contact between Landlords and Tenants after their initial contact through a Notice, Offer and/or Reply. For the avoidance of doubt Huizenvinder.nl is not in anyway involved in or a party to any (tenancy) agreement between Landlords and Tenants. Therefore Huizenvinder.nl is not in any way liable for any claims in relation to such an agreement.

Huizenvinder.nl does not guarantee that the Service works adequately at all times, such as (but not limited to) without exchange of viruses or other harmful files, and can not be hold liable in such an event.

In the event Huizenvinder.nl is liable to a Subscriber, the liability shall not exceed the total amount of subscription fee paid by the Subscriber to Huizenvinder.nl.

Privacy

Huizenvinder.nl might process personal data of Users. For more information regarding this processing and the security measures taken Huizenvinder.nl refers to the privacy statement.

Applicable law and forum

The use of the Service and these terms & conditions are governed by the laws of The Netherlands. All disputes in relation to the Service and these terms & conditions shall be exclusively settled by the competent court in Amsterdam, The Netherlands.