

## General Terms and Conditions

Last updated: 19th January 2023

Please read these general terms and conditions carefully. By registering as a host or as a student, or by accessing or using our services, you agree to be bound by these general terms and conditions and all terms incorporated by reference. If you do not agree to all of the general terms and conditions, do not access or use the services.

These general terms and conditions ('Terms') apply to your access to the website ('services') of Student Housing in Tilburg ('SHT', 'we' or 'us'). Failure to use our Services in accordance with these Terms may result in, among other things, termination or suspension of your rights to use the Services and may subject you to legal action by SHT and/or severe civil and/or criminal penalties.

Please refer to our [Privacy Statement](#) for information about how SHT collects, uses and discloses information about our hosts and/or students.

Please contact us with any questions regarding these Terms. You can contact us by mail at: [studenthousingintilburg@gmail.com](mailto:studenthousingintilburg@gmail.com)

### 1. REGISTRATION

- a. Registration is open to physical persons only.
- b. You must be at least 18 years old to register as a host and/or student.
- c. By registering, you further agree to: (i) provide accurate, truthful, current and complete information; (ii) maintain and promptly update your account information upon any changes.
- d. Registration is valid until you have been matched. For a host this means you have come to an agreement with a student. For a student this means you have come to an agreement with a host

### 2. CANCELLATION OF REGISTRATION

- a. SHT reserves the right to refuse or cancel your registration for the following reasons:
  - (i) Requirements for membership are not fulfilled;
  - (ii) The data in your admission is false;
  - (iii) Your behaviour is not in line with section 3. Conduct;
  - (iv) Any other violation of the Terms.
- b. SHT reserves the right to cancel a registration for other reasons.
- c. You may cancel your own registration at any time.

### 3. CONDUCT

- a. You agree to use SHT for its designated purposes - hospitality exchange. The following are some examples of what you agree not to do (not limited):
  - (i) use SHT for any illegal or disruptive activities, including promoting or encouraging any illegal activity;
  - (ii) provide any information that is false or misleading;
  - (iii) violate the rights of any third party;
  - (iv) attack, defame or make discriminatory statements about any other people or

groups of people;

(v) molest, mob, stalk, harass, threaten, or intimidate any other user of our services;

(vi) collect or store any information you obtain through our services for any unauthorised purpose;

(vii) use our services for the purpose of finding sexual partners;

(viii) or assist any third party in doing any of the foregoing.

#### 4. SUBMISSIONS

- a. We welcome questions, comments, suggestions and ideas about SHT and our Services (“Submissions”).
- b. If you provide a Submission, whether by email or otherwise, you agree that it is non-confidential (unless SHT states otherwise in writing).
- c. You acknowledge that SHT is not obligated to provide acknowledgment or compensation to you in exchange for Submissions.

#### 5. WARRANTIES

- a. If you use our Services, you do so at your sole risk. Our Services are provided on an ‘as is’ and ‘as available’ basis. To the fullest extent permitted by applicable law, we expressly disclaim, and you waive, all other warranties of any kind, whether express or implied.
- b. We do not represent or warrant that:
  - (i) Our Services meet your requirements;
  - (ii) Our Services will be uninterrupted, timely, secure, or error-free;
  - (iii) Any information that you may obtain through our Services will be accurate or reliable.

#### 6. LIABILITY

- a. In no event shall SHT be liable for any special, indirect or consequential damages, including, but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort or otherwise, even if we have been advised of the possibility of such damages, arising from or relating to:
  - (i) The use or inability to use our Services;
  - (ii) The cost of replacements of any goods, services or information purchased or obtained as a result of any information obtained from or transactions entered into through or from our services;
  - (iii) Statements, conduct or omissions of any service providers or other third party on our services;
  - (iv) Your or anyone else’s conduct or acts in connection with the use of the services;or
  - (v) Any other matter arising from, relation to or connected with our services.
- b. We shall not be liable for any failure or delay in performing under these terms, whether or not such failure or delay is due to causes beyond our reasonable control.
- c. In no event will our aggregate liability to you or any third party in any matter arising from or relating to our services or these terms exceed the sum of one hundred euros (€100).
- d. SHT is merely a platform that facilitates the engagement of students and hosts. SHT does not engage in mediation within the meaning of Book 7 Section 3 of the Dutch Civil Code.

## 7. PARTNERS

- a. All third parties presented as 'partners' have the sole purpose of promoting SHT and have no other connection to SHT.
- b. Partners have no access to data in any kind provided by hosts and/or students.
- c. We do not control, endorse or adopt any Partner content and shall have no responsibility for Partner content.

## 8. CHANGES OR MODIFICATIONS OF TERMS

- a. We reserve the right to make changes or modifications to these Terms at any time and in our sole discretion and without liability to you.
- b. If SHT makes changes to these Terms, we will provide notice of such changes, including revising the date at the top of these Terms.
- c. Your continued use of our Services will constitute your acceptance of such changes or modifications. Accordingly, you should frequently review these Terms.

## 9. LITIGATION

- a. These Terms are subject to Dutch law and shall be subject to Dutch jurisdiction.
- b. These Terms constitute the entire agreement between SHT and you, with respect to your use of our services.
- c. Failure of SHT to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision.
- d. If a court should find that one or more provisions contained in these Terms are invalid, the remainder of the Terms remains enforceable.