

Terms of Use

Upon accessing the Site or engaging with any aspect thereof, the User will be deemed to have acknowledged, understood and accepted all of the terms and conditions that apply to its use, the information contained within the Site and to the functionality, utilities and services provided by it. Accordingly, the User will be deemed to have read through the privacy statement before continuing to use the Site. If the User does not agree to adhere to these terms the User must cease from using the Site immediately.

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1. Definitions

In these Terms of Use, the terms below have the following meanings:

- 1.1. "Redefine" means Redefine Europe B.V.
- 1.2. "Site/s" means the Redefine website that is provided by Redefine.
- 1.3. "Terms of Use" means these general terms and conditions of access and use of the Site.
- 1.4. "User" means the person accessing, viewing or utilising tools of the Site.

2. Conditions of Access

- 2.1. The information and content made available on or through the Site is provided by Redefine, and contains information about Redefine and its services, assets or products.
- 2.2. The use of the Site is subject to the terms and conditions as set out below. It is important that the User understand the Terms of Use applicable to the Site.
- 2.3. By accessing this site or using any function, utility or service, the User accepts the Terms of Use.
- 2.4. The Terms of Use may be amended from time to time, and any amendment will be made available on the Site. It is the responsibility of the User to review the Terms of Use each time the User accesses the Site.
- 2.5. Access to the Site is permitted on a temporary basis, and Redefine reserves the right to withdraw or amend the service provided on the Site without notice. From time to time, Redefine may restrict access to some parts of the Site, or the entire Site. Redefine will not be liable if, for any reason, the Site is unavailable at any time or for any period.
- 2.6. Internet service and telecommunications providers may charge the User for accessing the Site or for any usage of the Site (such as data charges, sms charges). Redefine cannot be held responsible for these charges.

3. Content

- 3.1. Redefine has taken, and will continue to take, due care and diligence that all information on the Site is true and correct. However, Redefine makes no representation or warranty, whether express, implied in law or residual, as to the fitness for purpose, accuracy, completeness and/or reliability of any information, data and/or content contained on the Site, and shall not be bound in any manner by any such information.
- 3.2. The Site and all information, content, tools and materials are provided by Redefine on an "as is" and "and available" basis, unless communicated in writing.
- 3.3. Redefine may at any time change or discontinue, without notice, any aspect or feature of the Site or access thereto. Redefine will not be held to any previously existing representations, terms, conditions or other information subsequently altered on the Site. Redefine accepts no responsibility for keeping the information and content on the Site up to date nor for maintaining their availability and does Redefine accept any liability for any failure to do so.
- 3.4. Information, ideas and opinions expressed on the Site should not be regarded as professional advice or the official opinion of Redefine or of any legal entity in respect of which information, ideas and opinions are expressed on the Site. Users are encouraged to obtain professional advice or consult Redefine before taking any course of action related to information, ideas or opinions expressed on the Site.
- 3.5. The User agrees that any calculations made on the Site, are estimates and are meant as guidelines only. Redefine is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
- 3.6. All products and services provided on the Site are subject to confirmation by Redefine, and any terms or conditions relating to them, as applicable at the time of finalising any transactions.

4. Third-Party Linked Sites

- 4.1. This Site may contain content supplied by third parties, as well as certain images and links to other third-party Sites ("linked sites").
- 4.2. Third-party content and linked sites are included solely for the convenience of the User and do not constitute any approval, endorsement or warranty by Redefine.
- 4.3. The linked sites are not under the control of Redefine and Redefine is not responsible for the content of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. Moreover, Redefine is not responsible for the accuracy, completeness or reliability of third-party information. The User assumes sole responsibility for the use of third-party information.
- 4.4. Redefine is not responsible for any form of transmission from linked sites nor is Redefine responsible for the access, functionality, and availability of the linked site.

5. Intellectual Property

- 5.1. All contents of and data on the Site, including without limitation, trademarks, names, software, video, technology, logo's, databases, know-how, text, graphics, icons, hyperlinks, designs, programs, publications, products, processes, or ideas described in the Site are protected by copyright, trademark and other intellectual property rights owned by Redefine or by third parties that have licensed or otherwise provided their material to Redefine.
- 5.2. The User may not modify the content in any way, nor delete any copyright or trademark notice.
- 5.3. The User is granted a limited, non-exclusive, non-assignable, revocable license to use the content for personal use in accordance with the Terms of Use.
- 5.4. Nothing in these Terms of Use in any way confers on the User any licence or right under any trade marks, names or logos.
- 5.5. Except as expressly permitted by these Terms of Use, the User may not copy, reproduce, distribute, disassemble, decompile, reverse engineer, use for commercial purposes, repost on other sites, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract, by way of "scraping" or otherwise, or re-utilise any of the contents of the Site or authorise any person, or procure any other person to do so.
- 5.6. The User may not mirror or frame any of the content of the Site nor incorporate it into another Site, or authorise or procure any other person to do so, without our express written permission. If the User or any third party requires to establish a hyperlink, frame, metatag or similar reference ("linking") to the Site, Redefine's prior written consent is required. An application for linking must be submitted to (enquiries@redefineeurope.nl).
- 5.7. Redefine endeavours to ensure that adequate technology safeguards are employed to protect the information on the Site. However, Redefine cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site.

6. Liability and Disclaimers

- 6.1. Except to the extent that Redefine acted with fraudulent intent or gross negligence and to the extent permitted by law, Redefine shall not be liable for direct, indirect, special, incidental, or consequential losses or damages whatsoever relating to the User's use of the Site or the online services or the information contained on the Site or the User's inability to use the Site or the online services.
- 6.2. The User understands and agrees that downloading or use of any material or data which results from accessing the Site ("access") is done at the User's own discretion and risk and that Redefine will not

- be responsible for any damage to the User's computer system or loss of data that results from such access, except in the case of Redefine's wilful misconduct or gross negligence.
- 6.3. The User further acknowledges and agrees that it is the User's responsibility to implement sufficient security procedures and virus checks and other security to satisfy the User's requirements.
 - 6.4. The User agrees that if the User breaches the terms and conditions of use, Redefine will have the right to claim liabilities, losses, expenses against the User, which will include the right to claim special, incidental, consequential or indirect damages, as well as lost business, profits and reasonable legal fees.
 - 6.5. Redefine does not guarantee the operation of the Site or the information, content, tools or materials on the Site.
 - 6.6. Redefine is committed to providing Users with the best possible service. However, Redefine is not responsible for:
 - a. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of Redefine; or
 - b. any inaccurate, incomplete or inadequate information obtained from the Site supplied by the User.
 - 6.7. Neither will Redefine accept any responsibility for any direct or indirect loss or damages that may arise from:
 - a. any of the events described in this paragraph or the paragraphs above;
 - b. User actions or omissions that result in a breach of these Terms of Use;
 - c. any links to other Sites from the Site.
 - d. a denial of access to the Site should Redefine believe or have reason to believe that the User is conducting activities that are illegal, abusive, would attack the integrity of the Site or put Redefine in disrepute; or
 - e. User reliance on any of the information, content, tools or materials that is obtained from the Site.
 - 6.8. The User agrees to fully indemnify Redefine, its directors, the board of directors and its employees, and will not hold Redefine responsible for any claim from third parties arising from the User's use of the Site.
 - 6.9. The User agrees to fully indemnify Redefine, its directors, the board of directors and its employees, from any errors or inaccuracies or incomplete information made available by third-parties on the Site and agree that, Redefine will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third-parties.
7. Electronic Transmission and Records
- 7.1. Data messages, including e-mail messages:
 - a. Sent by Users via the Site to Redefine shall be deemed to be received only when acknowledged or responded to in writing by Redefine; and
 - b. Sent by Redefine, will be deemed to have been sent at the time shown on the message as having been sent, or if not so shown, at the time shown on Redefine's information system

as having been sent, and shall be deemed to have been received and read by the User. This includes, but is not limited to mobile push notifications.

- 7.2. If a User does not receive a response from Redefine within a reasonable period of time, the User should follow up with Redefine. Redefine shall not be liable for any failure to respond.
 - 7.3. The User agrees that all agreements, notices, disclosures and other communications that are transmitted to the User electronically meet any legal requirement that the communications be in writing.
 - 7.4. The User accepts that Redefine may communicate with the User electronically. All records submitted by the User may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless the User is able to prove otherwise.
 - 7.5. The User may not use the contact details provided by agents or brokers of properties to contact such agents or brokers for any purpose other than in connection with a genuine enquiry relating to the rental or leasing of the property in question.
8. Certificate
- 8.1. A certificate signed by Redefine will constitute sufficient proof of the operation or functionality of the online services or any part thereof and the contents of any information displayed on the Site on a given date, and will be regarded as correct unless the User proves the contrary.
9. Applicable Laws and Jurisdictions
- 9.1. The terms and conditions pertaining to any services appearing on the Site shall be exclusively governed and interpreted in accordance with the laws of the Netherlands.
 - 9.2. The User consents to and submits to the exclusive jurisdiction of the court of Amsterdam regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to the Site or online services.
10. General
- 10.1. The headings of the clauses in the conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.
 - 10.2. No failure or delay by Redefine to exercise any of its rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of these terms and conditions or prejudice the right of Redefine to take subsequent action against the User.
 - 10.3. If any of these terms and conditions is held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions which will continue to be valid to the full extent permitted by law.
 - 10.4. Redefine reserves the right to assign or subcontract any or all of its rights and obligations under these terms and conditions to a third party.
 - 10.5. The User may not without our prior written consent, assign or dispose of any rights or obligations arising under these terms and conditions.
 - 10.6. Redefine reserves the right to change the terms and conditions of these Terms of Use at any time. Therefore, it is recommended that the User familiarises himself/herself with these Terms of Use regularly. The most recently published version of these Terms of Use will apply to any use of the Site following its publication on the Site.