

TERMS AND CONDITIONS FOR USE OF BED & BREAKFAST EUROPE B.V.

Version: 1.1

Date: 18 April 2018

The service is offered by Bed & Breakfast Europe B.V. across the internet by means of Software-as-a-Service. The below conditions apply to the use of the service. Your use of the service implies that you agree with these conditions.

Provisions or conditions that depart from, or do not occur in, these Terms and Conditions for Use will only obligate Bed & Breakfast B.V. if and insofar as these have been expressly accepted by Bed & Breakfast Europe B.V. in writing. Bed & Breakfast Europe B.V. only offers a promotional platform and is not a party in agreements concluded between the Provider and the User.

ARTICLE 1. DEFINITIONS

Capitalised terms in these Terms and Conditions for Use are defined as follows.

- 1.1 **Account:** the online environment, made available to the User, with which the User can manage (certain aspects of) the Service.
- 1.2 **BBE:** the company named Bed & Breakfast Europe B.V., based at Zandkasteel 43 in Eindhoven, the Netherlands, and registered with the Chamber of Commerce, file number 50090933.
- 1.3 **Contract:** the contract concluded between BBE and the User, on the basis of which BBE will provide the service, and of which the Terms and Conditions for Use form a part.
- 1.4 **Data:** the details/data submitted by the User.
- 1.5 **Intellectual Property Rights:** all intellectual and associated rights, including but not limited to copyrights, database rights, domain names, trademark rights, brand rights, design rights, related rights and patent & knowledge rights.
- 1.6 **Parties:** the User and BBE collectively.
- 1.7 **Provider:** the natural person or legal entity, acting in a professional or commercial capacity, which offers the accommodations via the BBE platform.
- 1.8 **Service:** the service that BBE will provide on behalf of the User, as specified in these Terms and Conditions for Use. The Terms and Conditions for Use constitute the Contract for purposes of use of the Service.
- 1.9 **Terms and conditions:** the provisions from the terms and conditions, available on the Website, which govern the Contract concluded between BBE and the Provider.
- 1.10 **Terms and Conditions for Use:** the provisions contained in this document.
- 1.11 **User:** the natural person or legal entity that, whether acting in a professional or commercial capacity or not, has gained access to the Service and uses the functions offered by the Service.
- 1.12 **Website:** the BBE website, available at the www.bedandbreakfast.nl, www.bedandbreakfast.eu and www.bookbnb.it domains, including subdomains and other extensions belonging to the domains in question.

Article 2. USE OF THE SERVICE

- 2.1. The Service allows the User to compare accommodations on offer by various Providers in a simple and comprehensible way. The Service also allows the User to contact Providers, to check the availability of accommodations, to request quotations from Providers, to post reviews on Providers and to be redirected to Provider websites by means of hyperlinks.
- 2.2. The Service can immediately be used by the User without an Account. To save details for later retrieval and to use other advanced functions, the User must first register. Once registration is complete, the User can immediately log into the Account and use the Service.
- 2.3. The User must protect the Account from unauthorised use by means of a username and password. The password, in particular, must be kept confidential by the User. BBE will assume that whatever takes place on the Account of the User after logging in with the associated username and password, takes place under the supervision and guidance of the User. The User will therefore be responsible for all related actions, unless the User has informed BBE that the password is known to another party.
- 2.4. If misuse of the Account is suspected, the User must notify BBE without delay and the (login) credentials must be changed by the User.
- 2.5. The User may only post a review on the presentation page of the Provider if it has entered into an agreement with the relevant Provider. BBE reserves the right to delete reviews that, in its opinion, are offensive, vulgar and/or inappropriate.
- 2.6. Reviews must, at all times, be written and posted by the User in its own capacity. BBE reserves the right to delete reviews of which, in its opinion, the integrity is disputable.
- 2.7. Personal data is processed during use of the Service. The provisions in article 12 of these Terms and Conditions for Use apply to the processing of personal data.

ARTICLE 3. REGULATIONS FOR USE

- 3.1. The Service may not be used for activities that violate the law of the Netherlands or other applicable legislation and regulations. This includes using the Service to save or distribute information that is abusive, defamatory or racist.
- 3.2. Especially, but not exclusively, the following are not permitted:
 - a. use of the Service without observing the legislation and regulations applicable to the protection of personal data, such as the Wet Bescherming Persoonsgegevens (Data Protection Act). The Service may especially not be used to gather or distribute data belonging to third parties without permission or appropriate necessity;
 - b. subcontracting the Service or otherwise making it available to other parties;
 - c. using the Service in a way that causes harassment or disruption to other Users. This includes the use of own scripts or software for the up- or downloading of large amounts of data, or excessive enlisting of the Service;
 - d. distributing information subject to copyright that belongs to BBE and/or its licensors, or posting hyperlinks to such information;
 - e. sharing login credentials with third parties.
- 3.3. If BBE receives a complaint concerning violation of the above article by the User, or if BBE itself observes violation by the User of the abovementioned conditions from article 3, BBE may intervene in order to end violation without any form of compensation. BBE furthermore reserves the right to withdraw the User's access to the Service or to block the Account of the User.
- 3.4. If, in the opinion of BBE, the performance of the computer system or network belonging to BBE or other parties and/or its internet-based service provision is threatened by disruption, damage or other risks, especially as a result of the excessive sending of data, the leaking of personal data or the actions of viruses, Trojans or similar software, BBE has the right to implement all reasonable measures deemed necessary in order to avert or prevent such danger.

- 3.5. BBE at all times has the right to report criminal offences that it has observed. BBE furthermore has the right to provide the name, address and other identifying details of the User to a third party with complaints about the User violating its rights or these Terms and Conditions for Use, as long as the complaint can within reason be accepted as accurate and the third party has a clear interest in acquiring the details.
- 3.6. In case of repeated complaints about the User, BBE has the right to terminate the Contract.
- 3.7. BBE has the right to recover from the User losses suffered as a result of violation of the regulations. The User is aware of the fact that he or she must observe the regulations for use from this article and that non-compliance with these regulations can violate the rights of third parties, for which the User will be held liable.

ARTICLE 4. COMPLAINTS PROCEDURE

- 4.1. BBE takes complaints and reports of wrongful use on the Website or by other means very seriously. In case of questions, comments, complaints or reports of wrongful use, BBE can be contacted using the contact options on the Website – intended for this purpose – or the contact details at the bottom of these Terms and Conditions for Use.
- 4.2. The User may submit complaints about the Service, about a Provider or about payments. The User will allow BBE a reasonable period in which to handle such a complaint. If BBE considers the complaint legitimate, BBE will implement measures at its discretion. Such measures may consist of a full or partial refund of payments made by the User or, in case of repeated complaints, the termination of BBE's association with a Provider.

ARTICLE 5. PROMOTIONAL PLATFORM

- 5.1. BBE exclusively offers a promotional platform that brings together the Provider and the User. BBE does not form part of an agreement concluded between the Provider and the User. As a result, BBE will not be responsible for the process, the offer, the supply and the quality related to the services of the Provider. These are the responsibility of the Provider. BBE will not be held liable for any losses forthcoming from the aforementioned agreement concluded between the Provider and the User.
- 5.2. An agreement between the Provider and the User will be established at the time and according to the method defined by the Provider. In addition to the provisions in these Terms and Conditions for Use, Providers can set further conditions for the use of their services. For these conditions, refer to the (terms and) conditions of the Providers in question. BBE has no control over these conditions and/or the establishment of an agreement.
- 5.3. BBE endeavours to monitor the Provider's quality and offer as best possible. However, BBE cannot guarantee that the Provider and the offer fulfil the descriptions as posted on the website.

ARTICLE 6. SUPPORT

- 6.1. BBE aims to support its Service by means of telephonic help or remote assistance, which – in the opinion of BBE – provide support and are quick and easy to implement. However, BBE cannot guarantee response times or the extent of the support provided.
- 6.2. The User at all times remains responsible for its use of the Service and for the conclusion of agreements with Providers.

ARTICLE 7. AVAILABILITY AND MAINTENANCE

- 7.1. BBE will make every effort to ensure the best possible delivery and availability of the Service, but cannot guarantee performance and cannot guarantee uninterrupted availability of the Service.
- 7.2. BBE has the right to temporarily disable the Service or part thereof for the purpose of maintenance (scheduled or unscheduled), modification or improvement.

- 7.3. BBE may occasionally modify the functionality of the Service. Feedback and suggestions from the User are welcome, but BBE itself will ultimately decide which modifications will or will not be implemented.
- 7.4. At its own discretion, BBE has the right to retain third-party links or to allow such links to lapse.

ARTICLE 8. INTELLECTUAL PROPERTY

- 8.1. The Intellectual Property Rights relevant to the Service, the associated software and all other information and images rest with BBE and/or its licensors. The aforementioned may in no way whatsoever be copied or used without the express written consent of BBE, except when permissible by law.
- 8.2. No part of this Contract serves to transfer Intellectual Property Rights to the User. The User's utilisation of the Service is limited to what is stipulated in the Contract. The User will not pursue any activities that may violate the Intellectual Property Rights of BBE and/or its licensors.
- 8.3. BBE hereby grants the User a non-exclusive and non-transferable user right for the duration of the Contract so that the User can utilise the Service in accordance with these Terms and Conditions for Use.
- 8.4. BBE reserves the right to not grant or to withdraw the user right as described in the previous section if the User has not complied with its obligations as stipulated in the Contract.
- 8.5. Information, including Data, saved or processed by the User via the Service, is and remains the property of the User. BBE has the right to use this information for the benefit of the Service, including future aspects thereof.
- 8.6. If the User sends information to BBE, such as feedback about an error or a suggestion for improvement, the User grants BBE the unlimited and indefinite right to use this information for the benefit of the Service. This will not apply to information that the User has expressly marked as confidential.

ARTICLE 9. RATES AND INFORMATION

- 9.1. The Service is offered to the User free of charge. If the User cancels in accordance with the Provider's cancellation policy, BBE has the right to recover incurred transaction costs from the User in addition to cancellation charges that may be payable.
- 9.2. The rates displayed on the Website are sourced from the Providers. Displayed rates include VAT and exclude coding and typing errors.
- 9.3. The rates displayed on the Website are directly sourced from the Providers and are determined by the Providers themselves. BBE has no control over these rates. BBE aims to monitor these rates as often as possible and, whenever applicable, encourage Providers to update their rates.
- 9.4. The content available on the Website has been compiled with the utmost care. However, BBE cannot guarantee that information posted on the Website by itself or by Providers will be accurate and complete at all times. All information on the Website therefore excludes obvious coding or typing errors.
- 9.5. BBE cannot be held liable for the display of faulty information and/or rates that can be recognised by the User as obviously incorrect.

ARTICLE 10. PAYMENT CONDITIONS

- 10.1. Unless otherwise indicated alongside the accommodation offer on the Website, the User will – upon booking – directly pay to BBE the amount owing for the agreement established between the Provider and the User via the website. The User will make payment by means of the payment methods on offer as part of the order process and/or on the Website. BBE is free to decide on what payment methods it offers and may modify these from time to time.

- 10.2. BBE reserves the right to demand full advance payment in providing its Service.
- 10.3. The User acknowledges and understands the fact that BBE forms no part in the agreement between User and Provider. BBE collects booking revenue on behalf of the Provider and payment in full is made by the User to BBE. BBE bears responsibility for the transfer of booking revenue to the Provider in accordance with the Terms and Conditions.
- 10.4. If the User does not fulfil its payment obligation(s) in good time, the User – having been informed about late payment and granted an additional period of 14 days to fulfil its payment obligations, yet nonetheless fails to make payment – will owe statutory interest on the payable amount and BBE will have the right to charge extrajudicial debt collection costs incurred to the account of the User. These debt collection charges will amount to a maximum of: 15% on outstanding amounts of up to € 2,500.00; 10% on a subsequent amount of € 2,500.00 and 5% on a subsequent amount of € 5,000.00, with a minimum charge of € 40.00. BBE may depart from the aforementioned amounts and percentages in favour of the User.

ARTICLE 11. LIABILITY

- 11.1. The User is aware of the fact that BBE exclusively plays a mediatory role in establishing the agreement between the User and the Provider. BBE cannot be held liable for failures in the observance of this agreement, given that BBE forms no part of the agreement between the User and the Provider. BBE cannot be held responsible for failures in fulfilment of the agreement between User and Provider, given that BBE forms no part of the agreement concluded between User and Provider. These Terms and Conditions for Use constitute the Contract concluded between the User and BBE.
- 11.2. BBE has no control over the data entered by Users, the offers and information submitted by Providers and the content of agreements between Users and Providers. In addition, the Service is offered to Users free of charge. BBE therefore rejects any possible liability towards Users.
- 11.3. If, when the actual circumstances surrounding a loss-incurring event are considered, the rejection of liability is unfair towards the User, not acting in a professional or commercial capacity, or if rejection of liability is not possible according to the law, BBE will only be held liable towards the User for direct losses as stipulated in article 6:96 of the BW (Dutch Civil Code).
- 11.4. BBE will in no case be held liable for the compensation of indirect losses or consequential losses suffered due to loss of trade or profit, losses due to delay, losses due to misplaced data, losses due to terms exceeded as a result of circumstances, losses due to poor cooperation, information or materials provided by the User, and losses due to information or advice supplied to BBE, the content of which does not expressly form part of the Contract.
- 11.5. In case of liability as described in section 3 of this article, the maximum payment amount is limited to the compensation of direct losses up to a maximum of EUR 500.00 (excluding VAT).
- 11.6. The limitation of liability as stipulated in the previous sections of this article will not apply if and insofar as losses are due to intent or gross negligence on the part of BBE management.
- 11.7. As a condition for any right to compensation to arise, the User must report its loss in writing to BBE within a maximum period of one (1) month following discovery.
- 11.8. In case of force majeure, BBE can never be held liable for resulting losses suffered by the User. Force majeure can include the failure or dropout of the internet or telecommunication infrastructure, power failures, domestic unrest, mobilisation, war, traffic congestion, strikes, lockouts, operational disturbances, stagnation of supply, fire and floods.

ARTICLE 12. PERSONAL DATA AND SECURITY

- 12.1. The personal data processed during the provision of Services is governed by the Wet Bescherming Persoonsgegevens (Data Protection Act). When it comes to processing this data,

BBE will observe the requirements contained in the Data Protection Act. Information about how BBE handles the personal data of Users can be found in the [privacy statement](#).

- 12.2. BBE will ensure the presence of security at an appropriate level, taking into account the risks posed by processing and the nature of the personal data. Yet, this will only apply if and insofar as such data is present in the systems or infrastructure belonging to BBE.
- 12.3. There are links to Provider websites and other parties on the Website. These Providers and third parties have their own methods of handling personal data. BBE cannot be held liable for the privacy policies of Providers and third parties.

ARTICLE 13. TERM AND CANCELLATION

- 13.1. This Contract will commence as soon as the User utilises the Service for the first time. It has an indefinite term.
- 13.2. When the Contract is terminated for whatever reason, BBE has the right to immediately terminate or suspend the Service and delete or block all data saved for the benefit of the User after the date on which the Contract expires. In this regard, BBE is not obligated to - of its own accord – provide the User with a copy of this data. However, the User can request a copy prior to termination, the cost of which will be for the account of the User.
- 13.3. BBE may cancel the Contract if the User has not logged in for a period of twelve months. In such a case, BBE will send a reminder email to the email address linked to the User's Account. If the User does not respond within one month, BBE will have the right to delete the Account and its associated Data.
- 13.4. If the User acts in violation of these Terms and Conditions for Use, BBE has the right to block access to the Service and suspend the Contract.

ARTICLE 14. AMENDMENTS TO TERMS AND CONDITIONS FOR USE

- 14.1. BBE reserves the right to amend or supplement the Services and these Terms and Conditions for Use. Amendments also apply to Contracts already concluded, taking into account a period of thirty (30) days following announcement of the amendment.
- 14.2. Amendments will be announced to the User by email, via the Service and/or via the Website. Amendments that do not affect the content and are of less significant importance can be implemented at any time without prior notice.
- 14.3. If the User does not wish to accept an amendment or addition, the User can cancel the Contract up to the date of implementation. Use of the Service after the date of implementation will signal acceptance of the amended or supplemented conditions.

ARTICLE 15. MISCELLANEOUS PROVISIONS

- 15.1. The law of the Netherlands applies to this Contract.
- 15.2. Insofar as not stipulated otherwise by imperative law, all disputes related to the Service will be submitted to the authorised Dutch court in the district in which BBE is based.
- 15.3. Communication versions, measurements or information as recorded by BBE will be deemed accurate, unless the User provides proof to the contrary.
- 15.4. If a provision from these Terms and Conditions for Use proves to be invalid, the validity of the Terms and Conditions for Use as a whole will remain unaffected. In such a case, the parties will determine (a) new provision(s) with a meaning as similar to the original provision as legally possible.
- 15.5. Insofar as not otherwise stipulated by imperative law, BBE can transfer its rights and obligations forthcoming from the Contract to a third party so that this party can take over the Service or operational activity in question.
- 15.6. Right of revocation does not apply to the Service.

ARTICLE 16. CONTACT DETAILS

16.1. In case of questions, complaints or comments about these Terms and Conditions for Use, please use the below details to contact us:

Bed & Breakfast Europe B.V.
Zandkasteel 43
5658 BE Eindhoven
info@bedandbreakfast.eu