

GENERAL TERMS AND CONDITIONS OF LOCUS B.V.

We are LOCUS B.V. (**Locus**) We offer you access to our mobile application and our web application on which you can manage and rent out your real-estate (collectively, the **Platform**).

We are located at Schokkerspad 12 1081KR Amsterdam, the Netherlands and registered with the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number: 83451625. Our VAT number is 862879401B01.

These are our general terms and conditions (in short the **Terms**). We will send you these Terms at your request, free of charge. You can also find them on <https://www.locus.eu> (**Website**).

When we refer to **you** in these Terms, we mean you as a user of our Platform or our services.

In the **Privacy Policy** on our Website we explain how we protect your personal data. Please take the time to read this carefully, as it includes important information about how we collect and use your data.

If you have any questions regarding these Terms, the Privacy Policy or the Platform, you can contact us by sending an email to info@locus.eu or visit our Website for more information.

Ground rules

We boiled the full Terms down to the following ground rules. This should give you a quick understanding on how we operate and what we expect of you when using our Platform and any of our services. We divided the ground rules in 'Do's' and 'Don'ts'. Please note that the entire set of Terms are applicable the use of our Platform or services and prevails over these ground rules.

Do's

1. Make an account on our Website so you can access our Platform.
2. Please provide the Platform with correct, accurate and complete information.
3. Make responsible business decisions. Locus does not give any advice, recommendations or endorsements about specific Lessors or Tenants. Any business decision based on information on our Platform is entirely your responsibility.
4. Be aware that Locus only has a facilitating role in any contact between a Lessor and a Tenant. Locus cannot be held responsible for any actions of a User in connection with the Platform.
5. Be nice to each other. Do not send any harmful, unwanted or unsolicited messages to other Users.
6. Last but not least: use our Platform to gain insight in your real-estate and further your business.

Don'ts

1. Do not share your Platform Account details and password with others. Keep them confidential.
2. Do not violate our Terms, misuse the Platform and/or try to damage the Platform. In that case, we might block your Platform Account.
3. Do not hesitate to contact us if you have any questions about these Terms or our Platform.

SECTION 1 – INTRODUCTION

1. How we work

- 1.1. Locus provides a Platform on which Tenants and Lessors (as defined below) gain insight in their rent or real-estate.
- 1.2. You can use our Platform as a Lessor, a Third-Party Advisor or a Tenant;
 - a. a **Lessor** means any company renting out real-estate and using our Platform to manage its real-estate;
 - b. a **Third-Party Advisor** means a company or person using our Platform to work for or with a Lessor;
 - c. a **Tenant** means any person or company that rents real-estate from a Lessor and uses our Platform to manage its rent.
- 1.3. The Lessor, Tenant, Third-Party Advisor and any other company or person using our Platform are also individually referred to as **User** or collectively as **Users**.
- 1.4. Besides from providing you access to our Platform, we also offer different types of services, such as advising Lessors on real-estate investments (as mentioned in [article 17](#)). All services provided by us are based on best efforts (*inspanningsverbintenis*).

2. Applicability Terms

- 2.1. These Terms are always applicable to the use of our Platform and any services provided by us. Any User's terms and conditions are not applicable and hereby expressly rejected.
- 2.2. We will make these Terms available to you electronically prior to the use of the Platform or prior to the provision of any services by us.

- 2.3. We reserve the right to change the Terms at all times. The latest version of the Terms will always apply. Arrangements that deviate from these Terms will only be applicable if they have been agreed on by us **in writing** (any type of recording in writing, including by electronic means).
- 2.4. The provisions under SECTION 2 – GENERAL TERMS apply to all Users.
- 2.5. The provisions under SECTION 3 – TERMS FOR LESSORS only apply to you if you are a Lessor.

SECTION 2 – GENERAL TERMS

3. Platform Account

- 3.1. In order to access our Platform you must make an account on our Website (**Platform Account**). We offer different Platform Accounts:
 - (a) a Lessor can make a **Lessor Account** on our Website;
 - (b) a Lessor can make **Sub-Accounts** on our Website for its Third-Party Advisors to access our Platform;
 - (c) a Tenant can make a **Tenant Account** on our Website.

The functionalities of these accounts differ and are adapted to the different needs of Tenants and Lessors.
- 3.2. You will receive a personal Platform Account and password you can use to get access to our Platform.
- 3.3. You will keep your Platform Account details and password confidential. You are responsible for all activities on your Platform Account after it has been logged in with the account details and passwords, unless you have reported that your Platform Account has been compromised as soon as becoming aware of it.
- 3.4. In order to use our Platform, you must have a proper internet connection. You are responsible for the technical functioning and maintenance of your internet connection, internal network and all other IT-systems if so required according to our system requirements.
- 3.5. The administrator of the Lessor Account will have the responsibility to ensure compliance of the Users with Sub-Accounts with these Terms.

4. Contact between Tenant and Lessor

- 4.1. In any contact between a Lessor and a Tenant, Locus only has a facilitating role and cannot be held responsible for any actions or omissions of a User by means of or in connection with the Platform or otherwise.

- 4.2. Locus does not give any advice, recommendations or endorsements about specific Lessors or Tenants. Any (business) decision taken with use of the Platform is wholly at your own responsibility. Locus shall not be liable for any of your business decisions.
- 4.3. Locus is not responsible for the fulfilment of any obligation arising from an agreement between a Lessor and Tenant, including the fulfilment of any payment obligations.

5. Information on the Platform

- 5.1. Locus has created the content of the Platform with the utmost care. However, a lot of content on the Platform originates from Users. The Users are solely responsible for the accuracy and completeness of this information. Locus is not responsible for any communications between Users.
- 5.2. You guarantee that all details, including but not limited to name, telephone number, address details and email details, provided by you on our Platform are complete, correct and up to date.
- 5.3. You will not post messages for any purpose for which the Platform is clearly not intended. You will refrain from sending harmful, unwanted or unsolicited messages to other Users.

6. Restrictions of use of the Platform

- 6.1. We reserve the right to terminate the Subscription and exclude you from any (further) use of the Platform by, amongst other things, blocking and/or deleting your Platform Account, without being obliged to refund any amounts already collected or pay any damages, if there is, in our discretion, a valid reason to do so. This applies in any case, but not exclusively, if you:
 - (a) violate these Terms and/or applicable laws and regulations;
 - (b) attempt, or allow to attempt, to de-compile, reverse compile, disassemble, reverse engineer, try to obtain the source code, use viruses, Trojan horses, worms, bots, or otherwise use software or technical tools that can damage the Platform;
 - (c) fail to meet your payment obligations under the Subscription;
 - (d) misuse the Platform in any other way.

7. Availability and maintenance of the Platform

- 7.1. We will do our best to keep the Platform up and running 24 hours a day, 7 days a week. We are responsible for the availability and maintenance of the Platform.
- 7.2. During maintenance, the Platform can be (partly) unavailable. We will try to perform our maintenance of the Platform in parts, so the other parts of the Platform are still available to you. If we have to carry out maintenance that makes the whole Platform unavailable, we will notify you of such a maintenance at least 2 working days in advance. Only in case of emergencies, we will not send you a notification.

- 7.3. We have the right to change the Platform. This includes, but is not limited to, changing, removing or adding certain features or functionalities of the Platform.
- 7.4. We do not guarantee that our Platform is completely free of errors. Please inform us immediately of any errors, bugs or malfunctioning of the Platform. You can reach out to us by sending an email to info@locus.eu. We will then do our utmost to resolve your problem as soon as possible.

8. Term and termination

- 8.1. These Terms will apply to you for as long as you have a Platform Account or for as long as we provide any services to you.
- 8.2. A User can terminate its Platform Account at any time. In that case, all Sub-Accounts that are linked to a Platform Account will simultaneously be terminated.
- 8.3. The User of a Lessor Account can also terminate individual Sub-Accounts.
- 8.4. Termination of your Platform Account does not in any way terminate or suspend any of your payment obligations to us.
- 8.5. After termination we will treat any personal data that you provided as part of your Platform Account in accordance with our **Privacy Policy** on our Website.

9. Force Majeure

In the event of force majeure, we may suspend our obligations with respect to the Platform. If this period exceeds 2 uninterrupted months or when it has become clear that the period will take longer than 2 months, Locus may terminate its services without being liable to pay any compensation to you.

10. Intellectual property

- 10.1. We (or our licensors or suppliers) are the exclusive owners of all existing and future intellectual property, such as copyrights, trademarks, design rights, patents, source codes and know-how, which rest on our Platform or are the fruits of the use of our Platform.
- 10.2. Locus solely grants Users a limited right to use the Platform. This is not an exclusive right, which means that we can grant others similar rights of use. Furthermore, it is expressly forbidden to transfer or license this right to any third party.
- 10.3. By using the Platform and uploading content or data, you declare (i) to be the sole and exclusive proprietor of that content or data, or (ii) to have obtained all necessary licenses, consents, permissions or waivers to upload the data or content.

11. Confidentiality and privacy

- 11.1. Unless there is a legal or statutory obligation to disclose, Locus and you will keep all information about each other confidential and will not share the information with third parties.
- 11.2. We protect your personal data in accordance with the European General Data Protection Regulation. For more information, please read our Privacy Policy on our Website.

12. Liability and indemnification

- 12.1. We are not liable for any damage or other adverse consequences resulting from the use or inaccessibility of (information on) our Website and/or the Platform. We do not give any advice, recommendations or endorsements about specific Lessors or Tenants. All actions you take on the basis of our Website and/or the Platform or the information provided by us are for your own account and risk.
- 12.2. We are not liable for any damages in case of force majeure as set out in [article 9](#).
- 12.3. We are only liable for direct damages that are unequivocally caused by an attributable shortcoming from our side.
- 12.4. Our maximum liability is limited to your yearly Subscription fee.
- 12.5. The limitation period of all claims and defences against us is 1 year after you became or should have become aware of the damages.
- 12.6. The limitations set out in this article do not apply if damage is the result of an intentional act or gross negligence from our side.
- 12.7. You will indemnify and keep us (including our affiliated companies) indemnified for all claims by third parties (including other Users) such as, but not limited to an intellectual property rights infringement, fines, costs, damages, etc. relating to any use of our Platform.

13. Third parties

We have the right to employ third parties to partially perform our duties, if we are of the opinion that this is necessary for the due exercise of our Platform. Sections 7:404 of the Dutch Civil Code (**DCC**) (*performance of service by a specific person*), 7:407 paragraph 2 DCC (*joint liability*) and 7:409 DCC (*death of a particularly assigned service provider*) are not applicable.

14. Miscellaneous

- 14.1. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision will be replaced by a provision that is considered to be valid and enforceable and which' interpretation will be as close as possible to the intent of the invalid provision.

- 14.2. You are not allowed to assign or transfer any rights and obligations on account of our Platform or these Terms without prior written approval of Locus.
- 14.3. Changes to these Terms are only valid if they are in writing.
- 14.4. All documents added to these Terms as an annex or schedule form an integral part of it. In the event of any conflict between these Terms and the annexes or schedules, these Terms will prevail.

15. **Applicable law and dispute resolution**

- 15.1. Dutch law applies to these Terms. The Vienna Sales Convention is excluded.
- 15.2. The Court of Amsterdam, the Netherlands has exclusive jurisdiction to hear all disputes or claims ensuing from these Terms

SECTION 3 – TERMS FOR LESSORS

16. **Subscriptions and cancellation**

- 16.1. Prior to using our App, a Lessor will enter into an agreement with us (**Subscription**). We offer different Subscriptions. These Subscriptions differ in price and functionalities. You can find more information about this on our Website.
- 16.2. The term of the Subscription (**Subscription Period**) will be agreed during the application procedure. The Subscription will commence on the date as agreed during the application procedure (**Start Date**).
- 16.3. If you have chosen a Subscription Period of 1 month, the Subscription will be automatically renewed after the end of this period, always for the period of 1 month.
- 16.4. If you have chosen for a Subscription Period of 1 year, the Subscription will be automatically renewed after the end of this period for the period of 1 year.
- 16.5. You can cancel your monthly Subscription before the end of the Subscription Period and your yearly Subscription **one month** before the end of the Subscription Period. In case of timely cancellation your Subscription will not be automatically renewed as meant in article 16.3 or article 16.4. Cancellation can be done via email to info@locus.eu or in your account settings on the Platform.

17. Advice

- 17.1. Locus provides an additional service of advising Lessors on investing in real-estate (**Advice**).
- 17.2. It is the responsibility of the Lessor to determine what action, if any, the Lessor takes on the basis of the Advice. Any (business) decision taken with use of our Advice is wholly at your own responsibility and we will not be liable for it.
- 17.3. The Advice is for personal and/or your internal business purposes only. You may not in any way commercialize this Advice.
- 17.4. The price of the Advice will be communicated to you in a non-binding offer (**Advice-Fee**).

18. Prices

- 18.1. The price of the Subscription, Advice-Fee and all other communicated prices by Locus are in EUR and are excluding applicable VAT, possible expenses or any taxes or levies imposed by relevant authorities.
- 18.2. We may change the prices and rates of our Subscriptions from time to time. The price change will take effect 14 days after its announcement.
- 18.3. If you already have a Subscription with us, price changes will not be implemented during the Subscription Period. You will continue to pay the initially agreed price during the Subscription Period. When (automatically) renewing your Subscription, the price change will take effect.

19. Payment and collection charges

- 19.1. You must provide us with a valid means of payment to use our Platform. We will debit the amount for the use of the Subscription to your means of payment on a monthly or yearly basis around the day on which your Subscription commenced.
- 19.2. You are not allowed to set off any claim of Locus with claims that you may have on Locus.
- 19.3. If a payment is due, we will first send a reminder, followed by a request for payment. If you fail again to pay, you will be in default. If you are in default, you must pay the statutory commercial interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by you in full.
- 19.4. If you are in default, we have the right to (temporarily) block your Lessor Account and/or your Sub-Accounts.
- 19.5. If you are in default, you will be due to Locus any extrajudicial costs. The collection fees are calculated on the basis of the invoice amount, with a minimum of EUR 40. The collection fees are as follows:

- (a) EUR 40,00 on the first EUR 267;
- (b) 15% on the part that remains thereafter, up to EUR 2,500;
- (c) 10% on the part that remains thereafter, up to EUR 5,000;
- (d) 5% on the part that remains thereafter, up to EUR 10,000;
- (e) 1% on the part that remains thereafter, to EUR 200,000;
- (f) 0.5% on the remaining part.

19.6. Any outstanding amounts by you are immediately payable in the following cases:

- (a) you exceed a payment term;
- (b) you are dissolved, liquidated, insolvent or file for a suspension of payment or any other insolvency procedure;
- (c) you are made the subject of a guardianship or deceases;
- (d) there is another circumstance by which you can no longer freely dispose of your assets.

