

## GENERAL TERMS AND CONDITIONS FOR B2C, version 1.2

These are the general terms and conditions of Lento Operations B.V. and all its affiliated companies, with its registered office in Venray, and principal place of business at Keizersveld 53 D, 5803 AP Venray, the Netherlands.

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### Article 1 | Definitions

1.1. In these terms and conditions, the following terms have the meanings given:

- a. Account: the personal online environment in the Portal made available to the User by Lento for the purposes of using and managing the Service.
- b. Advertisement: the advertisement in which lettable units are offered and which is visible in Lento's Portal.
- c. General Terms and Conditions: the most recent version of these General Terms and Conditions.
- d. Consumer: a natural person who is acting for purposes other than his business or professional activities.
- e. Day: calendar day.
- f. Service(s): the facilitation of the Portal and all services offered by Lento via the Portal, such as providing letting services, including but not limited to the possibility of offering lettable units, providing Tenancy Agreements for the letting of the lettable units to be used by the Landlord and the Tenant (to which Lento is not a party), providing accommodation-related services and services in the area of accounting and financial settlement, including all Portal content.
- g. User: a Consumer who creates an Account in the Portal.
- h. Tenant(s): the User.
- i. Tenancy Agreement: the tenancy and/or temporary tenancy agreement between the Landlord and the Tenant (based on model agreements) which is made available and must be concluded via the Portal. Lento is not a party to Tenancy Agreements; these are concluded between the Tenant and the Landlord only.
- j. IP Rights: all present and future intellectual property rights, anywhere in the world, in respect of the Portal, belonging to Lento and/or its licensors now or in the future, including copyrights, database rights, trademark rights, design rights, trade name rights, domain name rights, patent rights, trade secret rights as well as similar rights under unwritten law, such as rights regarding slavish imitation.
- k. Lento: Lento Operations B.V. and all its affiliated companies, the administrator of the Portal and the Services that are made available to Users of the Portal.
- l. Parties: Lento and the User.
- m. Portal: Lento's digital platform, accessible via [www.lento.eu](http://www.lento.eu) and including all Services offered via this platform.
- n. In Writing/Written: by e-mail or electronic message (via the Portal and/or the Account).

- o. Landlord(s): the natural or legal person(s) offering lettable units for rent via the Portal.

## **Article 2 | General**

- 2.1. These General Terms and Conditions apply to the use of the Portal, the Service and all agreements concluded or to be concluded by Lento with the User, as well as to the performance thereof. These General Terms and Conditions also apply to third parties engaged by Lento.
- 2.2. Prior to the creation of an Account, the text of the General Terms and Conditions will be made available to the User electronically via the Portal in such a manner that it can be easily stored by the User on a durable data carrier.
- 2.3. If and insofar as one of the provisions of these General Terms and Conditions proves to be void or voidable, the remaining of the General Terms and Conditions will remain in full force. The Parties will then consult to agree a new provision as a replacement, which should approximate the purpose and purport of the void or voided provision as closely as possible.
- 2.4. If Lento does not (or not immediately) exercise its rights under the General Terms and Conditions, this does not affect its right and possibility to do so in the future for reasons of its own.
- 2.5. These General Terms and Conditions have been drawn up in Dutch. In the event of a difference between the Dutch text of these General Terms and Conditions and a translation thereof, the Dutch version will prevail. The Dutch version will also prevail in the event of a difference of opinion regarding the interpretation of these General Terms and Conditions.
- 2.6. References to Dutch legal concepts are deemed to have the meaning ascribed to them by Dutch laws and regulations, unless the contrary is expressly shown. References to Dutch legal concepts are deemed to refer, in respect of any other legal system, to the concept which in that legal system comes closest to the Dutch legal concept.

## **Article 3 | Changes**

- 3.1. Lento reserves the right to amend the text of the General Terms and Conditions at any time and will notify the User of any changes or supplements in Writing, or via the Service and/or the Portal. Use of the Service and/or the Portal after the effective date will constitute acceptance of the changed or supplemented terms and conditions.
- 3.2. Lento reserves the right to make changes to the Portal and/or the Services and to remove Services.

## **Article 4 | Creation of the Account**

- 4.1. When the User creates an Account, he must agree to these General Terms and Conditions and Lento's privacy policy.
- 4.2. Lento is entitled to refuse the User's Account at any time. In doing so, Lento is not obliged to state the reasons for this.
- 4.3. Oral or other arrangements made between the Parties will become effective only after both Parties have confirmed them in Writing.
- 4.4. In connection with the performance of the Service, Lento is authorised to act as an intermediary and to engage intermediaries or third parties.
- 4.5. Lento is entitled to transfer its rights and obligations in relation to the Service to a third party taking over the Portal, the Services or the relevant company or business activities from Lento.
- 4.6. The User guarantees that all information required by Lento is provided to Lento correctly and completely. Lento is not liable for any shortcoming, damage and/or loss arising from or connected with incorrect or incomplete data provided by the User to Lento.

## **Article 5 | Performance of Services**

- 5.1. The Service is offered by Lento with the aim, among other things, of bringing Tenants and Landlords of lettable units into contact with each other and offering financial and administrative services via

the Portal. The User is aware that Lento only has a facilitating role and is not responsible for the conclusion of the Tenancy Agreement(s). Tenant and Landlord are themselves responsible for the formation of the Lease(s). As soon as Landlord makes a rentable unit available on the Portal, User can indicate its wish to rent it. As a result, the rentable unit is no longer available to other Users. It is then up to the Landlord whether or not to accept the interested User. Only after acceptance by the Landlord will a Lease Agreement be concluded. The Landlord is responsible for the selection policy to be applied and communicated. Only after rejection of the interested User will the rentable unit on the Portal become available again for other Users.

5.2. As far as possible, Lento provides the Service “as-is”, which means that it gives no guarantees as to the operation of its Service and/or Portal.

5.3. Lento shall make reasonable efforts to keep the Portal available, to make it work and to take the relevant security measures. Lento gives, however, no guarantees as to the availability, operation and security of its Service and/or Portal.

## **Article 6 | Use of the Service**

6.1. Registration of the Account by the User is free of charge.

6.2. In order to use the Service, the User will create a user name and password, after which registration of the User’s Account will be completed.

6.3. The User is at all times responsible for the choice of user name and password, despite the fact that these may initially have been provided by Lento or third parties.

6.4. The User must protect access to his account from unauthorised persons by means of his user name and password. In particular, the User must keep the password strictly confidential. Lento may assume that all actions from the User’s account after login with his user name and password take place under his direction and supervision. The User is liable for all these actions.

6.5. Lento is not liable for any misuse or loss of the login details.

## **Article 7 | Intellectual property and right of use**

7.1. All IP Rights to the Portal are vested in Lento and/or its licensors.

7.2. Without the prior Written consent of Lento and/or its licensors, the User is not permitted to disclose, reproduce or in any other way use (or allow a third party to use) the Portal, in whole or in part, in such a way as to cause any direct or indirect damage to, or take any unjustified advantage from (the reputation of) the IP Rights of Lento and/or its licensors.

7.3. Notwithstanding Article 7.2, Lento hereby grants the User, solely for the purpose of execution of the Account, a non-exclusive, non-transferable, non-sublicensable licence to use the Portal for the duration of the Account. The User hereby accepts this licence. Lento is at all times entitled to terminate this licence unilaterally, early and with immediate effect, without having to pay the User any compensation.

7.4. The User is not allowed to remove any designation concerning the confidential nature or IP Rights from the Portal or to change such designation. If any IP Rights in relation to the Portal are acquired by application or registration, only Lento will be authorised to do so.

7.5. The User indemnifies Lento against any loss arising from any infringement of IP Rights by the User in respect of the Portal. The User will compensate Lento for all costs and loss, including the costs of legal assistance, arising from a violation of this Article 7. The User undertakes to take measures at its own expense in order to limit the costs to be incurred and/or loss to be suffered by Lento.

7.6. If this Article 7 is violated, Lento will be entitled to terminate the Agreement in whole or in part with immediate effect and without judicial intervention, without prejudice to Lento’s other rights and without any limitation of liability applying on the part of the User. If the Agreement is terminated on the basis of this Article 7, Lento will not owe the User any further compensation either.

## Article 8 | Rules of use

- 8.1. It is prohibited to use the Portal, the Service and/or the Account for any acts in violation of Dutch or other applicable laws and regulations. This includes storing or distributing information via the Portal, the Service or the Account which is libellous, defamatory or racist, as well as creating Accounts under another person's name or otherwise impersonating another person.
- 8.2. In addition, the Portal, the Service or the Account may not be used to:
- express indecent language;
  - post information at places where this is inappropriate;
  - disseminate information that is pornographic or erotic (even if such information is, in itself, not illegal);
  - disseminate information in violation of copyrights, or place hyperlinks to such information;
  - breach the privacy of third parties, for example by disseminating third-party personal data without any basis or repeatedly harassing third parties with communications they do not want.
- 8.3. In particular, but not exclusively, it is prohibited to (allow to) adversely affect the Portal, the Service and/or the Account or to use the Portal, the Service or the data obtained therefrom to infringe upon the rights of others. This includes, but is not limited to:
- sending unsolicited e-mail or other communications on a large scale;
  - causing nuisance or disruption, including by conducting or coordinating denial-of-service attacks, running botnets or malicious software, such as viruses or spyware.
- 8.4. The User will not use the personal data obtained via the Service from Landlords or other Users for any purpose other than to conclude a Tenancy Agreement with Landlords and to communicate with other Users via possible chat functions. Lento refers to Article 18 of these General Terms and Conditions.
- 8.5. If Lento ascertains that the User is in breach of the aforementioned terms and conditions, or receives a complaint in this respect, Lento may itself intervene in order to end the breach. In doing so, Lento is entitled to terminate the Service with immediate effect, without owing any compensation or damages. In addition, the Account will be blocked.
- 8.6. If, in the opinion of Lento, any hindrance, damage or other danger to the functioning of the Service occurs, Lento is entitled to take all measures it reasonably considers necessary to avert or prevent such danger. In particular, Lento is entitled to change or delete information posted by the User at its own discretion.
- 8.7. Lento is at all times entitled to report any offences it has discovered. Furthermore, Lento is entitled to provide the name, address, IP address and other necessary personal data of the User to a third party who complains that the User infringes its rights or these General Terms and Conditions, provided that the correctness of the complaint is, in all reasonableness, sufficiently plausible, there is no other way to obtain these data and the third party has a clear interest in the data being provided.
- 8.8. The User is liable for any damage or loss incurred by Lento as a result of a violation of one of the paragraphs of this Article. Lento may recover from the User any damage or loss resulting from breaches of these rules of conduct. The User indemnifies Lento against all claims of third parties in connection with information placed by them.

## Article 9 | Availability and maintenance

- 9.1. Lento endeavours to make the Service available, but does not guarantee uninterrupted availability of the Portal, the Account and the Service.
- 9.2. Lento actively maintains the Service and the Portal. Maintenance may take place at any time, even if this may lead to a reduction in availability. Maintenance will be announced in advance, where possible.
- 9.3. Lento may from time to time modify the functionality of the Service and the Portal. User feedback and suggestions are welcome, but ultimately Lento itself will decide which adjustments to make. Lento is entitled to implement these changes without prior notice.

## Article 10 | Complaints procedure

- 10.1. Any complaints concerning the performance of the Service, the Account or the Portal must be submitted to Lento in Writing, along with a full and clear description, within a reasonable period of time, being a maximum of 2 months, after the User has detected or could reasonably have detected the defects.
- 10.2. Any complaints submitted to Lento in a correct manner will be addressed within a period of 14 Days from the date of receipt. If a complaint requires a foreseeably longer period to process, Lento will respond within the 14-Day period, acknowledging receipt and indicating when the User can expect a more detailed response.
- 10.3. If a complaint is made within the meaning of this Article, the complainant must give Lento the opportunity to further investigate the merits of the complaint within 5 Days of the complainant's notice of it.
- 10.4. Complaints will not be handled by Lento if:
  - a. the object to be let/rented differs from an image in the Portal;
  - b. the complaint concerns the rented object and/or relates to the Tenancy Agreement and/or the Landlord, as Lento is not a party to the Tenancy Agreements and will only serve as a conduit for such complaints;
  - c. the User has incorrect and/or different expectations;
  - d. the complaints, whether justified or not, are made outside the agreed period for lodging complaints.
- 10.5. If Users complain about the Tenancy Agreement, Lento is entitled to hold the rent – instead of paying it to the Landlord – as long as the Landlord has not dealt with the complaints and/or has proven that these complaints are unjustified.
- 10.6. The complainant must always give Lento 4 weeks to resolve the complaint by agreement.

## Article 11 | Force majeure

- 11.1. If Lento fails to perform the Service because of force majeure, Lento may suspend performing the Service and therefore will not be bound by any obligation. The User will then never be entitled to compensation for any damage or loss.
- 11.2. A non-attributable failure of Lento to perform means any circumstance beyond Lento's control – even if already foreseeable at the start of the performance of the Service – which makes it permanently or temporarily impossible to perform the Service, which will in any case include, but not be limited to:
  - a. failures in the internet or telecommunications infrastructure;
  - b. (D)DoS attacks (Distributed Denial of Service);
  - c. civil commotion;
  - d. damage caused by natural disasters and/or severe weather conditions (storm damage);
  - e. war, risk of war and/or any other form of armed conflict including terrorism or threat of terrorism in the Netherlands and/or other countries, which hinders supply;
  - f. strikes, forced business closures, riots and any other form of disruption and/or hindrance caused by third parties, which hinders supply;
  - g. illness of one or more employees who are difficult to replace;
  - h. defect in and/or breakdown of means of transport, production equipment or power supply;
  - i. fire or accidents in the company of Lento or a supplier of Lento;
  - j. flooding;
  - k. epidemic and/or pandemic;
  - l. and in the event that Lento's own suppliers do not enable Lento to perform for whatever reason, as a result of which Lento cannot reasonably be expected to perform this Service.
- 11.3. In the event of force majeure, Lento will notify the User of such a situation as soon as possible.
- 11.4. In the event that Lento is unable to perform its obligations with regard to the Service due to a temporary (more than 3 months) or permanent situation of force majeure, the Parties are entitled to terminate the Service in Writing, without the Parties owing each other anything else.

## Article 12 | Liability

- 12.1. Lento is not liable for:
- any misunderstandings, errors or failures with respect to the performance of the Service if these are caused by or are the result of the User's actions, such as the failure to supply complete, sound, correct and clear data (or the failure to do so in time);
  - errors or failures by third parties engaged by or on behalf of the User;
  - information that third parties placed in the Portal;
  - any damage and/or loss in relation to an agreement to which Lento is not a party, including the Tenancy Agreement.
- 12.2. Lento is, moreover, only liable for damage covered under one of its insurance policies.
- 12.3. Lento can furthermore only be held liable for direct damage or loss attributable to it. Direct damage or loss is only understood to be:
- reasonable costs to determine the cause and extent of the damage or loss, insofar as such determination is related to damage or loss within the meaning of these General Terms and Conditions;
  - any reasonable costs necessary to have Lento's defective performance conform to the Service;
  - reasonable costs incurred in order to prevent or limit the damage or loss, insofar as the User demonstrates that these costs have resulted in a limitation of the direct damage or loss within the meaning of these General Terms and Conditions.
- 12.4. Liability of Lento for any (financial) damage or loss other than that referred to in the previous paragraph, such as indirect damage or loss, including but not limited to consequential damage or loss, loss of profit, damage or loss caused by stolen, inaccessible, mutilated, destroyed or lost (personal) data or materials, lost savings, loss due to business interruption or damage or loss due to or resulting from a security leak, security breach or cybercrime, is excluded.
- 12.5. Except in the case of intent or deliberate recklessness on Lento's part, Lento's liability for damage or loss arising from the Service or from any unlawful act committed against the User, or for any other reason and on any legal ground, will be limited to an amount equal to the deposit under the Tenancy Agreement in possession of Lento, and in all cases – with or without a Tenancy Agreement – to a maximum of € 100,--, and will in any event always be limited to the amount paid to Lento by its insurer in the relevant case.
- 12.6. The User will be liable for any damage, by whatever name, to items belonging to him, to Lento and/or to third parties, which damage was caused by himself or third parties designated by him.

## Article 13 | Indemnification

- 13.1. In particular, the User indemnifies Lento against any third-party claims regarding portrait rights and/or intellectual property rights to data or materials provided by the User that are used in the performance of the Service.
- 13.2. If the User provides Lento with information carriers, digital data files or software, the User guarantees that the information carriers, digital data files or software are free of viruses and defects.

## Article 14 | Duration and termination of the Account/Service

- 14.1. The Service will be performed as soon as the User first creates an Account via the Portal for use of the Service and is entered into for an indefinite period of time.
- 14.2. The Parties may terminate the Service at any time with immediate effect via the Portal or in Writing. In that case, Lento will not be liable for any compensation and the Account will be closed.
- 14.3. Lento is also entitled to close the Account if the User has not used the Account for 18 months. Lento will inform the User of this in Writing. If an exit arrangement applies, the User will still have access to the Portal for a reasonable period of 3 months. Any Tenancy Agreement(s) can still be downloaded during this period. The Account will be permanently deleted after this period.

### **Article 15 | Confidentiality**

- 15.1 The Parties are required to maintain confidentiality of any confidential information received by one Party from the other or from any other source in the framework of the Service. Information is considered confidential if such has been communicated by the other Party or if this follows from the nature of the information. All technical and cost-specific data regarding the Services are considered confidential without exception.
- 15.2 If, on the basis of a statutory provision or a court decision, a Party is obliged to provide confidential information to third parties designated by law or the competent court and cannot invoke a statutory right of non-disclosure or right of non-disclosure as recognised or permitted by the competent court in that respect, this Party will not be obliged to pay any compensation or damages on account of any damage or loss caused by this.

### **Article 16 | Privacy and Data Protection**

- 16.1. The Parties in the Portal are responsible for their own compliance with applicable data protection laws and regulations, including the General Data Protection Regulation.
- 16.2. More information on the processing of personal data by Lento can be found in its privacy policy in the Portal.

### **Article 17 | Disputes**

- 17.1. These General Terms and Conditions, offers and any agreements concluded between the Parties will be governed by Dutch law.
- 17.2. The District Court of Oost-Brabant, the Netherlands, is exclusively competent to rule on and hear any disputes arising from and/or in connection with these General Terms and Conditions, offers and/or agreements, unless another court is competent to hear the dispute under the law and the User has opted for resolution of the dispute by the court competent under the law within one month after Lento has invoked this clause in Writing.