

Website Visitor Agreement

ANY PERSON OR ENTITY ("User") VISITING, USING OR OTHERWISE ACCESSING THE SITE AT www.welcomestudentsgroningen.com ("Site") OR ANY OF THE INFORMATION CONTAINED WITHIN THE SITE

AGREES TO AND IS BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS VISITOR AGREEMENT

("Agreement"):

1. www.welcomestudentsgroningen.com. This Site, together with all content, data and other materials contained in the Site ("Content") is owned or controlled by Welcome Students Groningen, with its registered in Groningen. Welcome Students Groningen is referred to in these terms and conditions as "we", "us", "our" or "WSG".
2. **Use of Site.** This Site is intended only for the purposes specified on the Site. Use of the Site and/or the Content is entirely at your own risk. Please note that, whilst we endeavour to provide and host accurate and useful information, the Content may be inaccurate and is subject to change, often at very short notice. To the fullest extent permitted by applicable law, all Content is provided without any representations or warranties of any kind (either implied or express). Specifically, WSG does not represent or warrant that the Site or the Content will be accurate, up-to-date, complete or free of defects, including (without limitation) viruses or other harmful elements.
3. **Registration.** If you wish to register with the Site (by Facebook), you must agree to the terms of the Registered User Agreement, agree to keep your (Facebook) password secure and confidential and not allow anyone else to use your Facebook details and password to access the Site; agree not to do anything which would assist anyone who is not a registered user to gain access to any secured area of the Site; and agree not to create additional registration accounts for the purpose of abusing the functionality of the Site, or other users, or to seek to pass yourself off as another user
4. **Featured Links.** The Site may display and/or refer to links to other websites from time to time. WSG: (i) does not endorse or take responsibility for the content of such websites, (ii) is not responsible for the availability of such websites; and (ii) will not be liable in any way for any loss or damage which you may suffer by using such websites. If you decide to access linked websites, you do so at your own risk.
5. **Linking to welcomestudentsgroningen.com.** Any other website may link to our Site, provided it does not imply any endorsement of its products or services by WSG, does not misrepresent its relationship with or present false information about WSG, does not infringe any intellectual property or other right of any person and complies with all relevant laws and regulations. Please note, however, that WSG reserves the right to withdraw such permission at any time and to take any other appropriate action.

6. Ownership of Content. WSG, unless otherwise stated, owns or controls all relevant rights in the Site and the

Contents. You may not publish, distribute, extract, re-utilise, or reproduce any part of the Site or its contents in any form (including storing it in any medium) other than as expressly allowed herein or as permitted by applicable law.

7. Hacking. You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise

interfere (collectively, "Interfere") with the Site in any manner. If you in any way Interfere with the Site, you agree to pay all damages incurred by WSG. WSG will cooperate with the authorities in prosecuting any User who Interferes with the Site or otherwise attempts to defraud WSG or any other parties through User's use of the Site or services provided via the Site. WSG reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. User agrees that we may block User's IP address or addresses at any time, and at our sole discretion to disallow User's continued use of the Site without giving you any advance notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

8. Complaints. If you believe that you are the owner of the copyright or other rights in any material(s) appearing on the Site, or if you have any other complaint about the Site or posted materials, please contact us via info@welcomestudentsgroningen.com.

9. Trade Marks. The brands, products and service names used in this Site (including without limitation, "Welcome

Students Groningen") are the trade marks or trade names of WSG or its trading partners unless otherwise stated. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trade marks, trade names or taglines without the prior written permission of WSG.

10. Limitation of Liability. User agrees that the liability of WSG to User under this Agreement shall be limited to the amount User has actually paid to WSG for its services. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of WSG.

11. Indemnity. User agrees to indemnify WSG for any loss or damage that may be incurred by WSG, including without limitation legal fees, arising from User's use of the Site or User's use of any information obtained through the Site.

12. Severability. If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.

13. Changes to this Agreement. This Agreement and/or any other terms of service may be changed without prior notice, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Site. User's continued use of the Site or services constitutes agreement with and acceptance of any such amendment or other changes.

14. Law and Jurisdiction. This Agreement shall be governed by and will be construed in accordance with the laws of The Netherlands / EU. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Dutch Courts.
REGISTERED USER TERMS AND CONDITIONS ANY PERSON OR ENTITY ("User"), REGISTERED TO USE OR ACCESS THE SITE AT www.welcomestudentsgroningen.com ("Site") OR ANY INFORMATION CONTAINED WITHIN THE SITE, AGREES TO AND IS BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS REGISTERED USER AGREEMENT ("Agreement").

1. Contracting parties. When you register with the Site, you are contracting with Welcome Students Groningen, with its in Groningen. Welcome Students Groningen is referred to in these terms and conditions as "we", "us", "our" or "WSG". You must be at least 18 years old to register with or otherwise use the Site.

2. Passwords. You agree: to keep your password secure and confidential and to not allow anyone else to use your Facebook account or password to access the Site; to not do anything which would assist anyone who is not a registered User to gain access to any secured area of the Site, and; to not create additional registration accounts for the purpose of abusing the functionality of the Site, or other users, or to seek to pass yourself off as another User. If you think someone else has obtained your account details, please let us know immediately and we will close your account as quickly as possible. You will be responsible to WSG and to others for all activity that occurs under your registration account.

3. Your Personal Information. You agree to provide only true, accurate and complete information to us and/or the Site. Any personal information provided by Users will be treated with appropriate care and security in accordance with our Privacy Policy.

4. The WSG Service. WSG is intended for the particular purpose of searching and finding rooms and flatmates. We endeavour to provide exact matches, or matches which are similar to the criteria provided.

5. Site Content. Your use of the Site and/or all content contained within the Site ("Content") is entirely at your own risk. No Content or other material on the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the prior written permission of WSG. Please note, whilst we endeavour to provide accurate and up-to-date information, the Content may not be wholly accurate or up-to-date, complete or free of defects, and is subject to change, often at very short notice. All Content is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law. WSG, unless otherwise stated herein, owns or controls all relevant intellectual property rights in the Site and the Content. You may not publish, distribute, extract, re-utilise, or reproduce any part of the Site or Content in any form (including storing it in any medium) other than as expressly allowed herein or as permitted on the Site or under Dutch or local law. The Site and the Content are not for re-distribution, transfer, assignment or sublicense.

6. Objectionable Material. If you encounter or become aware of any objectionable or infringing or unlawful content posted anywhere on the Site, please immediately report such material (and the specific page on which it is found) to info@welcomestudentsgroningen.com. Please note that there may be adverse legal consequences if you make a false or bad faith allegation through this process.

7. Submitting Material. If you upload any material to the Site (including, without limitation, text, photographs, written comments, comments, suggestions, ideas, notes, drawings, concepts or other information disclosed or offered via the Site), you hereby grant to us a worldwide, perpetual, non-exclusive licence to use that material in any media. You further agree to waive your moral rights for the purposes of this licence and you agree and acknowledge that such material is not confidential and WSG shall not be liable for any use or disclosure of any such material. You warrant and represent that you personally created, wrote and produced such content and all materials contained within such content. We reserve the right to cut, edit, crop or arrange your material as necessary in our discretion. Unless you have requested otherwise, your name may be published alongside your material. If you do not want to grant these rights, please do not submit material to the Site.

8. User Code of Conduct. We reserve the right to refuse to list any member for any reason at any time, or to edit content, should we feel it is inappropriate. We will do so especially if any inconsistencies, untruths or any attempt to harass or defraud us or any of our members or potential members are found. Any user who is de-activated for such reason(s) will not be entitled to a refund of any kind. Furthermore, should infringement and criminal activity violate the integrity of our service or business, please note that we will prosecute as and when necessary, including without limitation in cases of illegal distribution of the information we provide, or other use for any purpose other than as stated herein. You agree that you are responsible for everything that you post or transmit to the Site and you agree (in relation to the Site):

- not to post content or participate in any form of activity via the Site which is unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually-oriented, racially-offensive or otherwise includes objectionable material;
- not to post content which you do not have the right to use;
- not to abuse other Users;
- not to spam other Users or anyone else;
- not to publish your own contact details or those of anyone else;
- not to register more than one account for yourself or anyone else.

You acknowledge and accept that when you upload material to the Site, you may be exposed to comments or critical submissions from other Users that are unfair, inaccurate, offensive, indecent, or otherwise objectionable to you and you hereby waive any rights or remedies you have or may have against us with respect to any such comments or submissions.

9. Disclaimer. WSG does not endorse any listing and, specifically, we do not make any representation as to the individual character, credit worthiness, rental history or ability to pay rent or provide accommodation of any person or property. WSG shall not be held responsible for any events or loss that result from or transpire through use of the Site or our services. It is your responsibility to determine the character and acceptability of any prospective roommate, tenant or landlord.

10. Limitation of Liability. WSG shall not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Site or in relation to the goods and/or services that we provide. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of WSG.

11. Indemnity. You agree to indemnify WSG for any loss or damage that may be incurred by WSG, including without limitation legal fees, arising from any breach by you of any warranty or other term herein or your misuse of any material or information obtained through the Site. You further undertake to indemnify WSG for all loss or damage incurred by WSG in relation to any third party claim against WSG for infringement of intellectual property rights arising in relation to your provision of materials to the Site.

12. Prices. Prices are as set out on the relevant pages of the Site (except in cases of obvious error). Prices are subject to change at any time. We may change our prices at any time by posting new prices on the Site. All prices are inclusive of VAT and/or sales tax unless otherwise stated.

13. Payments. All payments hereunder must be by credit or debit card. We accept payments via Visa, Visa Debit, Mastercard, Maestro and American Express and any local payment method indicated on our payment page. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. By using your credit or debit card, you confirm that the card is yours and that there are sufficient funds or credit available to cover the charges.

14. Right of Cancellation. You may cancel your membership at any time by logging into your account and selecting the "Deactivate my membership" link on your member page. Because we provide you with the opportunity to preview some content on the Site at no cost and only require payment when you wish to contact other members, we do not offer refunds of purchased time.

15. Termination of this Agreement. You may terminate this Agreement at any time by deactivating your membership via the Site and destroying all Content and other materials obtained from the Site (and all copies and installations thereof, whether made under the terms of this Agreement or otherwise). WSG may at any time terminate this Agreement if, in our sole discretion, we believe that you may have breached (or acted in a manner indicating that you do not intend to or are unable to comply with) any term herein, or if we are legally required to do so by law, or if continuation is likely to be no longer commercially viable.

16. Trade Marks. The brands, products and service names used or appearing within the Site (including, without limitation, "Welcome Students Groningen") are the trade marks or trade names of WSG or its trading partners unless otherwise stated. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trade marks, trade names or taglines without the prior written permission of WSG .

17. Hacking. You agree and undertake not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Site in any manner. If you in any way Interfere with the Site, you agree to pay all damages incurred by WSG. WSG will cooperate with the authorities in prosecuting any User who Interferes with the Site or otherwise attempts to defraud WSG or any other parties through your use of the Site or services provided via the Site. WSG reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. You agree that we may block your IP address or addresses at any time, and at our sole discretion to disallow your continued use of the Site. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

18. No Partnership. Your use of the Site and/or its content creates no partnership, client, fiduciary or other professional relationship.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

20. Force Majeure. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

21. Severance. If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.

22. No Waiver. No waiver, express or implied, by either party of any term or condition or of any breach by the other of any of the provisions of this Agreement shall operate as a waiver of any breach of the same or any other provision of this Agreement.

23. Variation. This Agreement may be varied from time to time by our posting new terms on the Site, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Site. Your continued use of the Site or services constitutes agreement with and acceptance of any such amendment or other changes.

24. Law and Jurisdiction. This Agreement shall be governed by and will be construed in accordance with the laws of The Netherlands / EU. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Dutch Courts.

25. Contacting Us. For enquires regarding the website www.welcomestudentsgroningen.com

Welcome Students Groningen, Boterdiep 65-17, 9712 LK Groningen
Chamber of Commerce number: 52654311, VAT number: available upon request via info@welcomestudentsgroningen.com

Pledge to our WSG users.

1. WSG will not keep outdated ads to artificially increase its database or misrepresent its content. We ask our members to tell us if they encounter an ad that is not current.

2. WSG will remove ads that are prohibited, vulgar or contrary to the spirit of sharing an apartment. Ads with wrong contact information will be removed as well. Members help will be greatly appreciated.

Data protection

WSG will always allow you to change your data at anytime.