



TERMS AND CONDITIONS

Last updated: November 18, 2022

SECTION 1: DEFINITIONS

For the purposes of these terms and conditions, the following terms shall have the meaning ascribed to them below:

Account:	the online personal account of a User through which account a User can make a Booking or make use of the Services;
Booking:	the booking of a residence by User through the Website according to the Booking Process applicable for the requested residence;
Booking Process:	the applicable booking process as stated by H2S on the Website;
H2S:	all locations of Holland2Stay B.V. a limited liability company registered under the laws of The Netherlands with its statutory seat in Eindhoven, The Netherlands, and its office at Victoriapark 45, Eindhoven (5611BM), registered with the Dutch Chamber of Commerce under number 17131763;
Services:	the additional services and goods offered by H2S to its residents on the Website, Personal Account and H2S Store (excluding the booking and renting of a residence);
Terms:	these terms and conditions as amended or supplemented from time to time;
User:	a (potential) resident of H2S using the Booking and Services that H2S provides;
Website:	the website www.holland2stay.com ;

SECTION 2: GENERAL

- 2.1 These Terms apply to the Booking and Services offered by H2S on the Website, Account and H2S Store. For the avoidance of doubt, these Terms shall not apply to the renting of residence by User.
- 2.2 By registering online on the Website and by creating an Account, User confirms to have read and accept these Terms and consent with these Terms.
- 2.3 If any clause in these Terms is invalid, void or voidable, this shall have no effect on the remainder of these Terms.
- 2.4 Any deviation of these Terms is only valid after written agreement between User and H2S.
- 2.5 H2S may amend the Terms from time to time. Amendments will be effective upon the posting of H2S of such updated Terms at this location (Website). The continued access or use of a Booking or the Services after such posting constitutes the User's consent to be bound by the Terms, as amended.

SECTION 3: ACCOUNT

- 3.1 In order to make a Booking or use the Services, User must first register itself as a premium member and create an Account on the Website by filling in an online registration form on the Website. User must first read and consent to these Terms and accept these Terms before sending the online registration form. A User must be at least 18 years of age to create an Account.
- 3.2 The Account registration requires the User to submit certain personal information to H2S, such as the User's name, address, mobile phone number and email address.
- 3.3 User agrees to complete the online registration form fully, accurately and truthfully and to keep the information in the Account accurate, complete and up-to-date. Failure to do so may result in the inability of User to access the Account, make a Booking and/or use the Services or the termination of these Terms by H2S. In addition, upon discovery of untruths, H2S is obliged to file a report with the police for Forgery (Article 255 Penal Code).
- 3.4 The Account is personal and the User is not allowed to let third parties use the Account. User is responsible for all activity that occurs under the Account, and User agrees to maintain the security and secrecy of the Account login codes at all times. Unless agreed otherwise between User and H2S, User may only possess one Account.
- 3.5 H2S shall not be liable in any way, if User loses or forgets its login codes and H2S shall not be responsible if any unauthorized third person or party uses these login codes, notwithstanding the security measures of H2S as stated in Section 7.
- 3.6 Creating an Account does not guarantee the User a residence.
- 3.7 The User can have one Account per person.

SECTION 4: CHARGES AND PAYMENTS

- 4.1 H2S shall charge the User for registration of the Account, the Booking and the Services. The applicable charges are inclusive of applicable taxes where required by law. H2S may amend the charges from time to time. The acceptable payment methods are iDeal, Mastercard and VISA.
- 4.2 Registration Fee
User will be charged a one-time registration fee of 26.50 EUR in order to register and activate the Account. The registration fee does not guarantee the User a residence.
- 4.3 Booking Fee
User must pay a booking fee in order to successfully complete a Booking. This booking fee serves as a confirmation that the User agrees with the residence booked. The booking fee is 200 EUR and is an advance payment of the deposit. The booking fee will be deducted from the applicable deposit. The User has to pay the remaining deposit after signing the contract.

If a Booking is declined or canceled by H2S in accordance with Section 6.5 or Section 6.6, the applicable booking fee will be refunded to User in full. If a Booking is declined or canceled by H2S in accordance with Section 6.7, the applicable booking fee will not be refunded to User.

If a Booking is canceled by User, the applicable booking fee will be refunded in accordance with the cancellation policy of H2S as stated in Section 6.

4.4 Charges for Services

User will owe H2S the charges for Services used by User. The applicable charges for each Services are indicated in the Account and/or H2S Store. All charges are due immediately and payment will be facilitated by one of the acceptable payment methods (iDeal, Mastercard or VISA). User can only make use of the Services after the applicable charges have been paid y User to H2S, after which User shall receive a receipt in the Account. User can send an email to info@holland2stay.com to request a (partial) refund. If the User is entitled to a refund, payment of the credit will be done by bank transfer.

SECTION 5: BOOKING PROCESS

- 5.1 The User shall make the Booking according to the Booking Process. By activating the Account, User can book a residence directly or participate in the weekly lottery. At least 90% of the available lottery residences are offered in the weekly lottery. A maximum of 10% of the lottery offer can be booked by third parties such as brokers.
- 5.2 The User can only make a Booking for one residence and only under its own name. Failure to do so, may result in the inability of the User to access the Account, make a Booking and/or use the Services or the termination of these Terms by H2S without refund of the applicable registration fee and booking fee.
- 5.3 After the requested residence is assigned to the User according to the Booking Process and the booking fee has been paid and H2S has approved the Booking, the requested residence will be reserved in the name of the User.
- 5.4 User will receive a confirmation of the Booking by email.
- 5.5 H2S, at its sole discretion, has the right to deny a Booking. H2S shall notify the User as soon as possible in the event a Booking has been declined.
- 5.6 If the requested residence is no longer available, H2S has the right to decline and cancel the Booking.
- 5.7 After the User has received the confirmation of the Booking, an email request will be sent to the User to upload all needed documents and information in order to create the tenancy agreement. These documents and information can be uploaded digitally through the Account. Once these documents have been verified and approved by H2S, User will receive the tenancy agreement.
- 5.8 User is not allowed to use any automatic tools, such as second or third party tools or external scripts, to make a Booking and User agrees to make the Booking without any use of such tools. Failure to do so, shall result in the inability of the User to access the Account, make a Booking and/or use the Services or the termination of these Terms by H2S without refund of the applicable registration fee and booking fee.
- 5.9 H2S may at any time decide to change and amend the Booking Process. The Booking Process as it is stated by H2S on the Website shall apply.

SECTION 6: CANCELLATION POLICY

- 6.1 User may cancel the Booking in the Account in accordance with the cancellation policy as set out in this section.

- 6.2 H2S may decline and cancel the Booking in accordance with the cancellation policy as set out in this section.
- 6.3 If a Booking is canceled by User within 48 hours after the requested residence is assigned to the User according to the Booking Process, the booking fee will be refunded by H2S minus 35 EUR administration fee.
- 6.4 A booking fee shall not be refunded by H2S, if User cancels the Booking after these 48 hours.
- 6.5 Before User has received a booking confirmation, H2S may at any time decline a Booking. H2S shall notify User as soon as possible if a Booking is declined.
- 6.6 After User has received a booking confirmation and before User has received a tenancy agreement, H2S may at any time cancel the Booking, based on a valid reason (e.g. no availability of the requested residence, User does not meet the financial requirements). H2S shall notify User as soon as possible if a Booking is cancelled.
- 6.7 In the event a Booking has been made by using automatic tools, as stipulated in Section 5.8, H2S may at any time decline or cancel such a Booking.
- 6.8 If a Booking has been declined or cancelled by H2S in accordance with Section 6.5 or Section 6.6, the applicable booking fee will be refunded to User in full. If a Booking has been declined or cancelled by H2S in accordance with Section 6.7, the applicable booking fee will not be refunded to User.
- 6.9 If User books a Student Only residence that clearly states the requirement for being a student, but the User does not meet that requirement, H2S reserves the right to decline and cancel the Booking, in which case the applicable booking fee shall not be refunded by H2S to User.

SECTION 7: PERSONAL DATA

- 7.1 H2S shall collect and use the personal data of User in accordance with H2S's privacy statement located at the Website at holland2stay.com/privacy-statement.
- 7.2 H2S shall take all necessary measures to protect the Website against risks of unauthorized access to, loss or any other form of unlawful use by any unauthorized third party of the personal data that User has registered on the Website.

SECTION 8: INTELLECTUAL PROPERTY

- 8.1 All of the intellectual property rights on the Website, including the software, logos, trademarks, images, content, and information is the property of H2S or the property of its partners or licensors.
- 8.2 Neither these Terms nor the use of the Services convey or grant to the User any rights to remove, use, exploit or reference in any manner H2S's company name, logos, product and service names, trademarks or any other intellectual property rights of H2S or those of its partners or licensors.
- 8.3 User is not permitted to remove, use, exploit or reference in any manner H2S's company name, logos, product and service names, trademarks or any other intellectual property rights of H2S or those of its partners or licensors.

SECTION 9: TERMINATION

- 9.1 Both User and H2S may terminate a Service at any time with notice to the other. For User, a one month notice period shall apply. For H2S a three-month notice period shall apply.
- 9.2 On termination, User loses the right to access or use the Services. Unused Services shall be refunded by H2S and Services already used or deemed to have already begun will not be eligible for any refund by H2S.
- 9.3 In the event the User defaults in the performance of any obligation under or in connection with these Terms or any law or regulation, H2S has the right to block the Account and to terminate the Booking or Services with immediate effect.
- 9.4 H2S shall notify the User by email if the Account has been blocked or a Booking or Services has been terminated in accordance with Section 9.3 above, and Booking fees or charges for Services already paid by User, will not be refunded by H2S.

SECTION 10: DISCLAIMER

- 10.1 To the extent allowed under law, H2S and its affiliates:
- A. Disclaim all implied warranties and representations (e.g. warranties of merchantability, fitness for a particular purpose, accuracy of data and noninfringement);
 - B. Do not guarantee that the Website will function without interruption or errors;
 - C. Provide the Website (including content and information) on an “as is” and “as available” basis.
- 10.2 The Website is used by User at its own risk. User acknowledges and agrees that H2S is not responsible nor liable for any damages to a User’s (mobile) device or computer system or the (mobile) device or computer system of any third party that result from the use of the Website and that H2S is not responsible nor liable for any failure of the Website to store, transfer or delete a file or for the corruption or loss of any data, information or content contained in a file.
- 10.3 The Website may contain links to other websites. H2S cannot control these other external websites, nor can it accept any responsibility or liability of the content of these websites. H2S cannot be held liable for the content of these other websites and H2S encourages User to evaluate the security and trustworthiness of these sites and to read the privacy statements of these websites.

SECTION 11: INDEMNIFICATION AND LIMITATION OF LIABILITY

- 11.1 User will defend, indemnify and hold harmless H2S, including its employees and affiliates, from and against any claims, incidents, liabilities, procedures, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with User’s access to or use of the Website, Booking, Services or User’s violation of these Terms, including any third-party claims. However, this limitation of liability does not intend to exclude the liability of H2S for the intentional and/or deliberate recklessness of H2S and its subordinates.
- 11.2 In no event will H2S be liable to User or to any third party for any damages arising out the use of the Website, Booking or Services, whether based on warranty, contract or any other legal theory and whether or not H2S has been informed of the possibility of such damage, even if any limited remedy is found to have failed its essential purpose.

- 11.3 H2S will not accept any liability for damages as a result of an attributable failure in the performance to provide the Booking or Services or pursuant to an unlawful act or whatever other reason, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Website, Booking or Services and/or the impossibility of using it insofar as this is allowed under mandatory law.
- 11.4 In the event H2S is liable for damage under mandatory law, H2S's aggregate liability to the User will in no event exceed 300 EUR per incident.
- 11.5 The limitations of liability in these Terms do not purport to limit liability or alter the User's rights as a consumer that cannot be excluded under the applicable law.

SECTION 12: FORCE MAJEURE

- 12.1 In the case of force majeure, H2S shall not be bound to fulfil its obligations under or in connection with these Terms and the Booking and the Services.
- 12.2 In the event of force majeure, H2S cannot be held liable to pay for any harm or loss incurred as a result.
- 12.3 Force majeure includes among others, staff illness, threat of war, civil unrest, labour strikes or sit-ins, water damage, acts of war, fire, flood, acts undertaken by government or general outages of gas, electricity, water or internet or any other event beyond H2S's control.

SECTION 13: COMPLAINTS

- 13.1 Complaints regarding the Booking or Services should be sent by User in writing to H2S and immediately after discovering the cause of the complaint. Complaints should be sent by email to info@holland2stay.com.
- 13.2 If a complaint is deemed to be well founded, H2S will, if and to the extent it is in its power to do so, attempt to eliminate the cause of the complaint as quickly as possible.

SECTION 14: APPLICABLE LAW AND JURISDICTION

- 14.1 These Terms, and any contractual and or non-contractual rights and obligations arising out of or in connection with it, shall be solely governed by and construed in accordance with the law of The Netherlands.
- 14.2 Any dispute between User and H2S with respect to any subject matter relating to these Terms, shall be brought before the competent court in 's- Hertogenbosch, unless stipulated otherwise by mandatory Dutch or international laws.

SECTION 15: CONTACT

In case of any questions, User can contact H2S by email to info@holland2stay.com or by phone at +31 (0)85 130 55 00.