

RESIDENCE PLATFORM

Terms and Conditions

Last updated: January 01, 2020

Company Name: Residence Platform

Chamber of Commerce: 70660980

VAT ID: NL002217815B10

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with <https://residenceplatform.com/> website (the "Service") operated by Residence Platform ("us", "we", or "our").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card and your billing address.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.



RESIDENCE PLATFORM

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

2. Subscription Packages

2.1 Free Trial

A Free Trial package contains one (1) free listing for a period of fourteen (14) days. After registering you will automatically get a free trial package and the fourteen days listing period will start on the publish date of your property. You will be informed by email when your free listing will expire.

A Free listing cannot be republished after expiration. You need to upgrade to one of the four paid subscription packages to republish your listing. Three days before the expiration date of your subscription we will inform you by email. You can find the expiration date in your online personal account.

2.2 Subscription Package

A subscription package allows you to rent online space on Residence Platform to list your properties. You pay a fee to have a number of (featured) listings for a certain time. A subscription package will start the moment your payment has succeeded (for PayPal and Stripe) or when we received your bank transfer payment. You have the option for a one-time payment or a payment with recurring option.

- A one-time payment will automatically be canceled at the end of the package period. This end date can be found in your online personal account.
- Multiple purchases of packages do not sum (featured) listings and time. It is not possible to have two packages at the same time.
- Recurring checkbox is optional and only works for PayPal and Stripe payment gateways. If you choose to enable recurring payments your subscription will be renewed automatically when the expiration date of your package has been reached. The payment will be taken from your PayPal or Stripe account.
- If a (recurring) payment fails or your package has been expired you will be downgraded to the Free Trial package. You can only use the trial days included in this trial package if you didn't use them before. If you already have used your trial listing and time period, it is not possible to get another trial package.
- A recurring Stripe subscription can be cancelled in your online account by clicking on 'cancel stripe subscription'. The subscription will expire at the end date shown in your personal account on Residence Platform and the payment will not be renewed automatically.

RESIDENCE PLATFORM

- A recurring PayPal subscription has to be cancelled in your PayPal user account. The subscription will expire at the end date shown in your personal account on Residence Platform and the payment will not be renewed automatically.
- By buying or upgrading a package you will get the number of (featured) listing(s) included in the purchased package. (Featured) listings of the new package do not sum with the (featured) listings of the last package.
- If you already have published a number of properties and you upgrade or downgrade to a new subscription, your existing properties will be deducted from the amount of available (featured) listings included in the new subscription.
- Deleted properties will still be counted as used listing. The number of (featured) listings included in the package will not change after deleting properties.
- If you upgrade to a new package, the new package will start the moment of a successful payment and at this moment the amount of (featured) listings included in the package will apply. The period of time or (featured) listings left of your previous package will not be included to this new package. Your personal account on Residence Platform will show the total number of (featured) listings that can be used.
- If you downgrade to a package with less listings included than the current number of published (featured) listings, all listings will be set to expired. You have to manually select the listings you want to republish and resend them for approval. You cannot resend more listings than the number of included listings in your current package.
- When you upgrade or downgrade your package and you have both published and expired listings, the published listings stay published if it matches the number of included listings in the new package (new package provides more or a equal number of listings). Expired listings will stay expired.
- All listings will get the status 'expired' if:
 - Your package has reached the end date and no new package has been purchased.
 - You have chosen for a recurring payment but the recurring payment has been failed.
 - You downgraded your package to a package with less (featured) listings included than the number of (featured) listings you already have published.

RESIDENCE PLATFORM

3. Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

4. Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

5: Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.



RESIDENCE PLATFORM

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

6. Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Residence Platform and its licensors. The Service is protected by copyright, trademark, and other laws of both the Netherlands and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Residence Platform.

7. Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Residence Platform.

Residence Platform has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Residence Platform shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.



RESIDENCE PLATFORM

8. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

9. Governing Law

These Terms shall be governed and construed in accordance with the laws of Netherlands, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

10. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us by email at info@residenceplatform.com.

