

General Terms and Conditions BnB Assistant

ARTICLE 1 - Definitions

In these general terms and conditions the following terms are used in the following meaning, unless explicitly stated otherwise.

Client: the natural person who offers a home for temporary rental and who wishes to give an assignment to BnB Assistant for this purpose.

Contractor: BnB Assistant, established at Koraalspechtweg 97-D, registered in the Trade Register of the Chamber of Commerce in Curacao with number 151559, user of these general terms and conditions.

House tenant: the natural person with whom the Client enters into an agreement for the temporary rent of his house.

Agreement: the agreement | Mediation in temporary rental as it is used by BnB Assistant

In the event of a conflict between the provisions of these general terms and conditions and the provisions of the Agreement, these always prevail in the Agreement.

ARTICLE 2 - Conclusion of the agreement

2.1 These terms and conditions apply to every offer, quotation and agreement between the Contractor and the Client to which the Contractor has declared these terms and conditions applicable, insofar as the parties have not explicitly deviated from these terms and conditions in writing.

2.2 If the contract is concluded electronically, contrary to the previous paragraph and before the contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be stored in a simple way on a durable data carrier by the consumer. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated where the general terms and conditions can be read electronically and that these will be sent free of charge electronically or otherwise at the request of the Client.

2.3 The present terms and conditions also apply to all agreements with the Contractor, for the implementation in which third parties must be involved.

2.4 If one or more provisions in these general terms and conditions are invalid or destroyed, the remaining provisions of these general terms and conditions remain fully applicable. The Contractor and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or annulled provisions, whereby, if and to the extent possible, the purpose and scope of the original provision will be taken into account.

ARTICLE 3 - Cooperation by the client

3.1 The client guarantees the correctness and completeness of the data that it has provided to the Contractor, whether or not via the Order Form, and must ensure that all data and documents, which in accordance with its judgment, the Contractor needs to be provided to the Contractor in a timely and correct manner and in the form and manner desired by the Contractor in accordance with its opinion.

3.2 The Client must ensure that the Contractor is immediately informed of facts and circumstances that may be relevant in connection with the correct and timely execution of the assignment.

3.3 Unless the nature of the Assignment dictates otherwise, the Client is responsible for the accuracy, completeness and reliability of the data and documents made available to the Contractor, even if these originate from or from third parties.

ARTICLE 4 - Execution of the assignment

4.1 All work performed by the Contractor is carried out to the best of its knowledge and ability. With regard to the intended activities, there is an obligation of best efforts on the part of the Contractor, unless explicitly stipulated otherwise.

4.2 The Contractor determines the manner in which and by which employee (s) the Assignment granted is carried out, while taking into account the requirements made known by the Client as much as possible.

4.3 The Contractor has the right to offset all costs it has incurred and invoiced to it with the

Client's merits. The Client's dispute about the usefulness, necessity or quality of the work performed or the cause of the defect to be repaired does not affect the right to settlement.

4.4 The Contractor may carry out more work and charge it to the Client than for which the Assignment has been granted, if the Client has given prior permission for this. However, if the Contractor is obliged to perform additional work on account of its (statutory) duty of care, it is entitled to charge this to the Client, even if the Client has not explicitly granted its prior permission to perform the additional work.

4.5 If the Contractor wishes to involve third parties in the performance of the Assignment, if the amount exceeds NAF 300, it will only proceed to do so after having reached agreement with the Client, since directly or indirectly involving a third party with the Contractor. performance of the Assignment can have a significant influence on the Contractor's ability to perform the Assignment correctly. The provisions of the previous sentence apply mutatis mutandis to the Contractor.

ARTICLE 5 - Confidentiality

5.1 Unless it is obliged to do so by law, regulation or other (professional) rule, the Contractor / its employee (s) deployed by the Contractor is obliged to maintain confidentiality vis-à-vis third parties with regard to confidential information obtained from the Client. Client can grant exemption in this regard.

5.2 Subject to the Client's written permission, the Contractor is not entitled to use the confidential information made available to it by the Client for a purpose other than that for which it was obtained. However, an exception is made in the event that the Contractor acts for itself in civil or criminal proceedings where this information may be important.

5.3 Unless there is any provision of law, regulation or other rule that obliges the Client to disclose or has been given prior written permission by the Contractor, the Client will not disclose the contents of reports, advice or other expressions of the Contractor, whether written or otherwise, to third parties .

5.4 The Contractor and the Client will impose their obligations under this article on third parties engaged by them.

ARTICLE 6 - Rates

6.1 If after the conclusion of the Agreement, but before the Assignment has been fully implemented, rate-determining factors such as wages and / or prices undergo a change, the Contractor is entitled to adjust the previously agreed rate accordingly.

6.2 The remuneration of the Contractor does not include additional fees paid by home tenants, costs incurred by the Contractor and excluding invoices from third parties engaged by the Contractor.

6.3 All rates are exclusive of turnover tax and other levies that may be imposed by the government, unless otherwise specified in the agreement.

ARTICLE 7 - Payment

7.1 Payments are made by the home tenant to the Contractor on the dates and in the manner that the relevant advertising channel prescribes or as the Contractor has indicated this to the home tenant.

7.2 The portion agreed with the Client of the payments received from the tenant by the Contractor as referred to in paragraph 1 of this article will be transferred to the Client on the account number and / or online (bank) account made available by the Client to the Contractor for this purpose. Only bookings that have already been completed will be transferred in the relevant month.

7.3 The Client is never entitled to set off what it owes to the Contractor.

ARTICLE 8 - Complaints

8.1 The Client guarantees the correctness and completeness of and is responsible for the data that he has provided. Complaints from the Client that relate to problems that are visible from the outside must be notified by the Client to the Contractor immediately. This must be done in writing with a clear and precise description of the complaint.

8.2 Complaints about problems that were not observable at the time of the treatment, or could prove to be due to a careful and timely check-up, must be notified by the Client to the Contractor within fourteen days after these problems have come to light in the manner as stated in paragraph 1 of this article.

8.3 Any right of claim of the Client vis-à-vis the Contractor relating to the treatment (s) carried out by the contractor shall lapse if: a. The problems have not been brought to the attention of the

Contractor within the periods specified in this article and / or in the manner indicated for this purpose ; b. The Client provides the Contractor with no or insufficient cooperation with regard to an investigation into the merits of the complaints; c. The Client also does not claim the guarantee if the problem arose due to, or is the result of, circumstances beyond the Contractor's control.

ARTICLE 9 - Cancellation

9.1 Cancellation is only possible in writing in accordance with the provisions of the agreement.

9.2 The Agreement may be terminated by either party in writing (prematurely) without observing a notice period if the other party is unable to pay its debts; if a trustee, administrator or liquidator has been appointed; the other party makes a debt restructuring; the other party ceases its activities for any other reason; if the other party considers the occurrence of one of the aforementioned circumstances to be reasonable with the one party or if a situation has arisen that justifies immediate termination in the interest of the terminating party.

9.3 If the Client has proceeded with (interim) termination in accordance with the preceding paragraph, the Contractor is entitled to reimbursement of the costs incurred by it that it must reasonably incur as a result of the early termination of the Agreement, unless there are facts and circumstances to the cancellation that are attributable to the Contractor.

ARTICLE 10 - Liability

10.1 The Contractor will be able to carry out its work to the best of its ability, taking into account the care that can be expected from the Contractor. If a mistake is made because the Client has provided the Contractor with incorrect or incomplete information, the Contractor is not liable for the resulting damage.

10.2 The care referred to in paragraph 1 of this article relates, among other things, to the dwelling keys provided to the Contractor by the Client. If one or more keys are nevertheless lost by the Contractor, it is up to the Client to decide whether he wants to have the lock in question replaced. The costs are for the owner of the property and cannot be recovered from the Contractor. The Contractor is not liable for any direct or indirect consequential damage if a key is lost.

10.2 The liability of the Contractor is in any case always limited to NAF 1000 unless its insurer pays more.

10.3 The Contractor is not liable for violation of the house rules, theft and / or damage and / or wear and tear caused by the home tenant, but if it notices this or if it is notified of this by the Client, it will attempt to hold the home tenant concerned liable or claim to do on the possible insurance of the relevant advertising platform. In addition, the Contractor reserves the right to make this effort only if the amount of the damage is at least NAF 150 and it is not a question of loss of jewelry, clothing, linen, towels and / or drinks. No guarantees are attached to the Contractor's effort.

10.4 The Contractor is not liable for work performed by third parties, even if these activities have been performed by these third parties in the context of the Client's assignment to the Contractor. The limitation of liability applied by third parties also applies in all cases to the legal relationship between the Client and the Contractor.

10.5 The Contractor is not liable for fines, taxes (debts) imposed on the Client or for the (consequences of) a termination of the tenancy agreement by the lessor of the Client as a result of the temporary (sub) rental of the Client's home.

10.6 The contractor is not liable for indirect damage, including consequential damage, lost profit or missed savings.

10.7 Imposed (administrative) fines or other consequences for the Contractor in connection with the performance of its services for the Client will be recovered from the latter. Amounts can be set off against funds that have not yet been paid out.

10.8 The Contractor can only pay what it has actually received for the benefit of the Client and is never liable for monies that are not paid by the advertising channel, the payment processor or demonstrably stolen as a result of fishing / hacking.

10.9 Unjustified or overpaid funds as well as incorrectly addressed transactions to the Client by the Contractor must be repaid within seven days at the request of the Contractor. Client is not liable for wrong transactions that it has transferred to the account number provided by Client, or tax consequences as a result of evasion.

ARTICLE 11 - Expiry period

Insofar as not stipulated otherwise in the Agreement, claim rights and other powers of the Client on whatever grounds expire against the Contractor in any case after the expiry of one year from

the moment when a fact occurs that the Client has these rights and / or can use powers against the Contractor.

ARTICLE 12 - After-effects

The provisions of this Agreement, of which it is explicitly or tacitly intended that they remain in force even after termination of this Agreement, will thereafter remain in force and both parties will continue to be bound.

ARTICLE 13 - Applicable law and choice of forum

13.1 All Agreements between the Client and the Contractor are governed by Curacao law.

13.2 The Court of Curacao has jurisdiction over all disputes arising from this agreement, unless another court is legally competent under the law.