

General Terms and Conditions of Use of roomie-radar

**The Spanish version of the Terms and Conditions prevails over this document. This document is for information purposes only. If you have any questions, please write to info@roomie-radar.com*

- Date of entry into force: 1 February 2024.

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1. Introduction

PLEASE READ THE FOLLOWING GENERAL TERMS AND CONDITIONS OF USE CAREFULLY BEFORE MAKING ANY USE OF OUR WEBSITE, PLATFORM, MOBILE APPLICATION AND/OR SERVICES (hereinafter collectively referred to as the "**roomie-radar Platform**"). THESE GENERAL TERMS AND CONDITIONS OF USE GOVERN YOUR USE OF AND ACCESS TO THE ROOMIE-RADAR.COM WEBSITE AND THE CORRESPONDING MOBILE APPLICATION AND CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

IF YOU ACCESS, REGISTER WITH AND/OR IN ANY WAY USE THE ROOMIE-RADAR PLATFORM AND/OR PROVIDE ANY PERSONAL DATA TO ROOMIE-RADAR, YOU ARE GRANTING YOUR UNCONDITIONAL AND EXPRESS ACCEPTANCE TO THE ENTIRETY OF THE GENERAL TERMS AND CONDITIONS OF USE SET FORTH AND, AS STATED IN POINT 1.1. BELOW, THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN YOU AND ROOMIE-RADAR.

FURTHERMORE, PLEASE NOTE THAT BY REGISTERING ON, ACCESSING AND/OR USING THE ROOMIE-RADAR PLATFORM IN ANY WAY YOU ARE ALSO AGREEING TO BE LEGALLY BOUND BY OUR PRIVACY POLICY AND OUR COOKIE POLICY, SO WE STRONGLY ADVISE YOU TO READ AND UNDERSTAND THEM CAREFULLY.

IF YOU RESIDE IN THE EUROPEAN UNION, THESE GENERAL TERMS AND CONDITIONS OF USE DO NOT AFFECT YOUR RIGHTS AS A PROFESSIONAL USER OF ONLINE INTERMEDIATION SERVICES UNDER REGULATION (EU) 2019/1150 ON PROMOTING FAIRNESS AND TRANSPARENCY FOR PROFESSIONAL USERS OF ONLINE INTERMEDIATION SERVICES.

IF YOU DO NOT AGREE TO ANY OF THE ABOVE, PLEASE IMMEDIATELY STOP USING AND/OR ACCESSING THE ROOMIE-RADAR PLATFORM.

Last but not least, please note that these General Terms and Conditions of Use comply with Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce in the Internal Market (Directive on electronic commerce), Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 on better enforcement and modernisation of consumer protection rules in the European Union, as well as any other applicable local law.

In compliance with e-commerce and consumer protection regulations, we hereby provide you with the following details of the owner of roomie-radar.com and roomie-radar app:

We are ROOMIE-RADAR SARL-S (Société à responsabilité limitée simplifiée) (hereinafter referred to as "**roomie-radar**")

Our registered office is located at: 38 Rte d'Esch, 1470 Hollerich (Luxembourg).

We are registered with: Chamber of Commerce (Luxembourg)

Our contact e-mail address is: info@roomie-radar.com

1.1. Legally binding contract between roomie-radar and You

These General Terms and Conditions of Use and the related Privacy and Cookie Policies constitute a LEGALLY BINDING CONTRACT BETWEEN YOU AND roomie-radar (hereinafter, the "**Contract**") that you agree to enter into by accessing, registering and/or otherwise using our Platform.

In the Contract:

- "**We**", "**us**" or "**our**" refers to roomie-radar; and
- "**You**" or "**your**" refers to the User of the roomie-radar Platform.

Indeed, it should be borne in mind that the Contract provides as follows:

- Your legal rights and responsibilities (see sections 2 and 3 below); and
- The legal rights and responsibilities of roomie-radar (see section 4 below).

Due to the great importance of the contents of this document, we kindly ask you to contact us if you do not understand any of the above and wish to talk to us about it. For this purpose, you can contact us at: info@roomie-radar.com

roomie-radar is committed to serving its Users with the utmost care and diligence. Therefore, please let us know if you would like the Contract and/or any related information to be provided to you in another format (i.e. audio, large print, etc.) and we will use our best efforts to assist you. In this regard, and as our application is available for mobile devices, we strongly recommend that you do not use it while driving or in situations that may endanger your safety and the safety of others.

Last but not least, please note that, **IF YOU WISH TO CANCEL THE CONTRACT, YOU MAY DO SO BY CLOSING YOUR ACCOUNT AND NO LONGER ACCESSING OR USING OUR PLATFORM. HOWEVER, IF THE CONTRACT IS TERMINATED, THIS WILL NOT AFFECT ROOMIE-RADAR'S RIGHT TO RECEIVE ANY MONEY YOU OWE TO ROOMIE-RADAR UNDER THE CONTRACT (see section 5 below).**

1.2. Changes to these General Terms and Conditions of Use

At roomie-radar we are constantly trying to improve our Platform and our Services and therefore this Agreement may change as our Platform changes. We reserve the right to modify this Agreement from time to time. Before we make any changes, we will give you reasonable prior written notice of the changes and if you do not agree with any provision(s) of the Agreement, you will (as your sole remedy) stop using the roomie-radar Platform and Services. If you decide to continue using the Platform and the roomie-radar Services you are agreeing to be bound by the updated General Terms and Conditions of Use and the Conditions on our Booking System.

If you are a professional user of online brokerage services, we will provide you with at least 15 days' reasonable advance notice and an opportunity to review the changes, except (i) where we are subject to a legal or regulatory obligation that requires us to modify our General Terms and Conditions of Use in a way that does not allow us to respect this advance notice period, or (ii) in urgent situations, such as to prevent ongoing abuse, data breaches or other cybersecurity risks.

Furthermore, WE ASK YOU TO PERIODICALLY REVIEW THESE GENERAL TERMS AND CONDITIONS OF USE TO BE AWARE OF ANY CHANGES WE MAY MAKE, BECAUSE, IF YOU ACCESS OUR PLATFORM AFTER ANY CHANGES ARE MADE TO THESE GENERAL TERMS AND CONDITIONS OF USE, YOU EXPRESSLY ACCEPT THE CONTENT OF THE NEW GENERAL TERMS AND CONDITIONS OF USE.

1.3. Definitions

"Rental Acceptance" means the formal acceptance of a Rental Application by either the Advertiser or the Tenant.

"Advertiser" means any person who posts an Advertisement for a Property on roomie-radar that is available for rental by a Tenant. Advertisers may be individuals or legal entities, as well as any other entity that owns, or is in possession of a title allowing it to rent on behalf of the owner, or is in possession of a title issued directly by the owner, of any Property intended for rental for a continuous period of 32 days or more. It is the Advertiser's responsibility to ensure that the rental period is published in accordance with applicable national, regional and/or local regulations in force in the location of the Property. You hereby acknowledge that roomie-radar does not monitor, direct or control the rental periods published by the Advertisers, and that you hereby expressly disclaim any liability arising from the services provided by the Advertisers in respect of the rental period. Roomie-radar is not liable if the rental periods published by the Advertiser do not comply with the applicable national regulations. Advertisers are independent contractors of the Tenants and are not employees, representatives, agents, joint ventures, independent contractors or franchisees of roomie-radar nor have they been individually contracted by us. You hereby acknowledge that roomie-radar does not supervise, direct or control the Advertisers and you hereby expressly disclaim any and all liability arising from the services provided by the Advertisers, including, without limitation, any warranty or condition of professional services, warranty or condition of quality or fitness for a particular purpose, or compliance with any law, regulation or code. You also hereby acknowledge that roomie-radar does not supervise, direct or control the subletting of the Properties advertised by Advertisers with or without the permission of the owners of the Properties, and that you hereby expressly disclaim any liability arising from the services provided by Advertisers in connection with subletting. Roomie-radar is not responsible for any problems, situations or legal consequences that may arise from the subletting of rooms on its platform.

"Advertisement" means any Property advertised for the purpose of being made available for rent by a Tenant using the roomie-radar Platform.

"Lease" means a private rental agreement between the Advertiser (as landlord) and the Tenant (as tenant), to which ROOMIE-RADAR IS NOT A PARTY AND DOES NOT EXERCISE ANY INFLUENCE OR CONTROL.

"Rental Confirmation" refers to the email sent by roomie-radar regarding the full completion of the booking of a Property through the roomie-radar Platform.

"roomie-radar Content" refers to all material that roomie-radar shares through its Platform and any content that is owned or licensed by roomie-radar or third parties and is collected on the roomie-radar Platform.

"Contract" refers to these General Terms and Conditions of Use, as well as our Privacy Policy and our Cookie Policy, which TOGETHER CONSTITUTE A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN YOU AND ROOMIE-RADAR.

"Deposit" means the amount that the Advertiser may optionally request from the Tenant as a guarantee or security for any possible problem of non-payment or use of the Premises.

"Termination Date" means the date on which the Tenant indicates, when confirming the Tenancy Application, that he/she will vacate the Premises.

"Start Date" means the date on which the Tenant indicates, when confirming the Tenancy Application, that he/she will move into the Premises.

"Tax" refers to the applicable Taxes.

"Compliance Breaches" means any aspect of (i) the Property which renders it uninhabitable, a health risk, and/or substantial alterations which differ from the description provided by the Advertiser in the Advertisement, or (ii) the Advertiser or Tenant, whose identity and/or circumstances differ substantially from their profile and which the Applicant or Advertiser has relied upon in confirming the Rental Application and the entity of which is to be ultimately determined by roomie-radar.

"Property" refers to available accommodation published using the roomie-radar Platform and available for a Tenant to apply for a rental. For the avoidance of doubt, available accommodation refers to one (1) bedroom flats, studios, entire properties and single rooms, which may include the right to shared use of common areas. Shared rooms are not considered available accommodation in these General Terms and Conditions and are therefore not permitted.

"Tenant" means any person or entity who registers on the roomie-radar Platform and applies for a rental for Lease or sublease (in either case, "Lease" shall be used), through the same Platform, of any Property of which he or she is not the Tenant, lessee, lessor or owner.

"roomie-radar Cancellation Penalty" refers to the amount charged by ROOMIE-RADAR to either the Advertiser and/or the Tenant and which both the Advertiser and the Tenant agree to pay in the event that they fail to comply with the terms imposed on them in connection with the cancellation of a rental. Please note that in the event of non-payment within a period of 30 days, roomie-radar reserves the right to block/ban the Advertiser's account. The roomie-radar cancellation penalties are expressly accepted by the Users as compensation to roomie-radar for the disruption and detrimental impact on the trust in the roomie-radar Platform and its community. You agree that the actual damages suffered as a result of such termination are uncertain and difficult to determine, but that such amount represents our good faith attempt to calculate adequate compensation. As such, you agree that such amount is merely a remedy for damages and in no way constitutes a penalty clause.

"roomie-radar Platform" refers to any of the web pages, applications or other Platforms and/or means of access, made available by roomie-radar.

"Rental Rejection" refers to the formal rejection of a Rental Application, either by the Advertiser or by the Tenant.

"Recommendations" refers to suggestions that roomie-radar may communicate to Advertisers based on the preferences indicated by them during the registration process.

"Message Section" refers to one of the features of the roomie-radar Platform, which allows registered Users to exchange information once they have made the tenant interested in an advertiser's listing and the advertiser accepts the chat request.

"Application" refers to the action taken by the tenant when he/she is interested in the rental offer posted by an advertiser on the platform.

"Roomie-Radar Services" means the Roomie-Radar Services associated with the use of the Roomie-Radar Platform and the completion of Rental Requests.

"roomie-radar Booking System" refers to the functionality offered by roomie-radar that allows the User to formalise a Property Rental.

"Rental Application" refers to a proposal sent either by the Advertiser to the Tenant, or vice versa, to consummate the rental of the Property. This Proposal may be formulated within a Property through the "Application" button available on the roomie-radar Platform, from the Messages Section. The Rental Application contains the Start Date, the End Date, the amount of the Deposit, if applicable, the roomie-radar Service Fees, and the Rental Amount.

"roomie-radar Services Fees" means the amount charged by roomie-radar for the provision of e-Platform services and includes the fees charged by roomie-radar to the Advertiser (hereinafter the "roomie-radar Advertiser Fees") as well as the fees charged by roomie-radar to the Tenants (hereinafter the "roomie-radar Tenant Fees").

"General Terms and Conditions of Use" refers to this document.

"User" refers to any person or entity accessing and/or using the roomie-radar Platform. Users of the roomie-radar Platform must be of legal age according to the applicable national, regional and/or local law where the Property is located, and Users, by browsing and/or accessing the roomie-radar Platform, represent and warrant that they comply with such legal requirements.

"Scams" refer to situations in which a fraud or scam is carried out. In the context of flat or room rental advertisements on a platform, a "scam" refers to false or misleading advertisements that attempt to trick people into providing personal information, making unauthorized payments, or otherwise interacting in a harmful manner. You hereby acknowledge that roomie-radar does not monitor, direct or control the Real Estate Ad Scams posted by Advertisers, and you hereby expressly disclaim any and all liability arising from the Scams. Roomie-radar is not responsible for any problems, situations or legal consequences that Scams may have on its platform.

1.4. What are roomie-radar.com and Roomie-radar app?

This is a website and its corresponding mobile application, belonging to roomie-radar, which allows Users to publish and find offers for the Lease of Properties for a medium- and long-term period, in respect of which:

- (i) The Advertisers have legal rights or have the necessary legal authority to lease them; and
- (ii) The Tenants have the legal authority to enter into a Lease as lessee.

Please note that ROOMIE-RADAR IS ONLY AND STRICTLY AN ELECTRONIC PLATFORM THAT SERVES AS A POINT OF CONNECTION BETWEEN USERS INTERESTED IN OFFERING OR RENTING PROPERTIES FOR A CONTINUOUS PERIOD OF 32 DAYS OR MORE. In any case, it is the responsibility of the Users to verify that the rental period offered complies with the applicable local or regional legislation in force where the Property is located.

UNDER NO CIRCUMSTANCES ROOMIE-RADAR OFFERS:

- (i) INTERMEDIARY SERVICES IN THE ACCOMMODATION/ TOURIST RENTAL SECTOR; AND
- (ii) ROOMIE-RADAR DOES NOT EXERCISE ANY INFLUENCE ON THE OFFERING OR RENTAL OF PROPERTY BETWEEN USERS.

FURTHERMORE, ROOMIE-RADAR IS NOT A PARTY TO THE LEASE AND SUCH A CONTRACT, IF ANY, IS SOLELY BETWEEN THE USERS, WHO ALONE FREELY AND INDEPENDENTLY DETERMINE THE TERMS AND CONDITIONS OF SUCH A CONTRACT. ROOMIE-RADAR HAS

NO CONTROL AND PROVIDES NO SUPERVISION OVER THE LEASE AND ROOMIE-RADAR IS THEREFORE EXEMPT FROM ANY LIABILITY SHOULD ANY DISPUTE, DISAGREEMENT OR COMPLAINT ARISE IN CONNECTION WITH SUCH LEASE. ALL CIRCUMSTANCES ARISING FROM THE SAID RENTAL SHALL BE SETTLED BETWEEN THE USERS THEMSELVES. FURTHERMORE, ROOMIE-RADAR SHALL NOT TAKE PART IN ANY NEGOTIATIONS ARISING OUT OF THE LEASE OR ANY OTHER TYPE OF CONTRACT, NOR SHALL ROOMIE-RADAR ACT AS AN INTERMEDIARY IN ANY WAY IN ANY DISPUTE ARISING OUT OF SUCH CONTRACTS. ROOMIE-RADAR DISCLAIMS LIABILITY FOR POTENTIAL SCAMS OR OTHER TYPES OF FRAUD THAT MAY APPEAR ON THE PLATFORM.

However, roomie-radar recommends that both the Tenant and the Advertiser carefully read the Lease, or any other Contract established by both parties, as this will be the document that governs the relationship between them.

If there is any dispute between Users, on the Platform or over the roomie-radar Services, or between Users and third parties, you agree that roomie-radar is under no obligation to become involved. In the event that you have a dispute with one or more Users, you will release roomie-radar, its directors, officers, employees, agents and successors from claims, demands and damages of any nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with such disputes and/or our Services.

IT IS CRUCIAL THAT YOU UNDERSTAND THAT THE ROOMIE-RADAR SERVICES OFFERED BY ROOMIE-RADAR ARE DEEMED TO BE TERMINATED UPON ACCEPTANCE OF THE TENANT BY THE ADVERTISER, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN.

Users shall be free to determine rental prices. Roomie-radar does not recommend rental prices to Users and is not responsible in any way for any Taxes occasioned by or arising from any Rental. Furthermore, Users are solely responsible for the Advertisements, Taxes, any other obligations arising from the Leases, as well as any contractual or extra-contractual charges or liens or liabilities arising in connection with the Lease and the relationship established between Users. Users expressly undertake to hold roomie-radar harmless in this regard.

THEREFORE, USERS ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LOCAL, REGIONAL, NATIONAL OR STATE LAWS, AND USERS EXPRESSLY AGREE TO HOLD ROOMIE-RADAR FULLY HARMLESS FROM ANY THIRD-PARTY CLAIMS.

Last but not least, roomie-radar reserves the right to freely assign spaces, sections or pages of the Platform, even interspersed with the User's content, for the inclusion of content for advertising or promotional purposes or which are the subject of sponsorship, without the obligation to obtain the consent of the Users in this regard.

1.5. How to contact ROOMIE-RADAR and how ROOMIE-RADAR can send communications to you

Please note that You may contact Us at info@roomie-radar.com. In addition, you agree that roomie-radar and/or its subcontractors may contact You or send notifications and messages to You, either within the roomie-radar Platform, or by sending them to the contact information You provide when registering on the roomie-radar Platform in connection with Your use of the Platform. In this regard, You expressly agree to keep such contact information up to date at all times. In particular, please note that roomie-radar shall have the right to (i) cancel any rental if the Advertiser does not respond to roomie-radar's Customer Support Team when 48 hours prior to the Start Date

approaches; and to (ii) block the User's account/cancel the existing rental when, upon reasonable suspicion that fraudulent activity is taking place, roomie-radar's Customer Support has not received a response after having sent a relevant communication to the Users (both the Advertiser and the Tenant).

In the event of any dispute, please note that this Agreement shall prevail over any other information contained in any communications you may have with roomie-radar.

2 THEIR OBLIGATIONS

2.1. Platform Eligibility and Platform Acceptable Use Policy

(i) You EXPRESSLY AGREE AND WARRANT THAT:

1. You are 18 years of age or older;
2. You will comply with all applicable laws, including, but not limited to, privacy laws, intellectual property laws, laws against unsolicited advertising, tax laws, as well as regulatory requirements;
3. You will create a single account under your real name;
4. You shall provide roomie-radar only with true, accurate and complete information and shall assume responsibility for updating the information provided so that it reflects the true situation about You and the Property;
5. It shall not disseminate any information that is defamatory, slanderous, obscene, threatening, xenophobic, incites violence, incites discrimination on grounds of sex, race, ideology or religion or is in any way prejudicial to morality, public order, fundamental rights, civil rights, the honour, privacy or image of third parties and, in general, contrary to any applicable regulations;
6. You will not disclose your account information or make it available to third parties, and you will be solely responsible for the use of such information by third parties;
7. You will immediately inform roomie-radar about the theft, disclosure or loss of your user name and/or password;
8. You have the legal right to lease/sublease the advertised Property or You have the legal right to enter into a Lease/Sublease Agreement as lessee of the advertised Property, and there is no impediment to leasing/subletting that Property;
9. You are responsible for understanding and complying with all laws, rules and regulations that apply to the Advertisements and Leases;
10. Roomie-radar has not imposed any restrictions on your use of the Platform in the past; and
11. You will only publish content that is in accordance with roomie-radar's quality requirements, that is:
 - Unless roomie-radar expressly allows it, it is only possible to publish one ad per property, thus avoiding duplication;
 - Images that do not include people or personal objects;
 - Descriptions referring only to the actual physical condition of the Property (including its availability);
 - Information that does not induce other Users to circumvent the use of the roomie-radar Platform or to execute a Rental Request by means other than the roomie-radar Platform itself (e.g. telephone numbers and e-mail addresses);
 - Information that accurately reflects rental prices only;

- Advertisers represent and warrant that the Advertisement and the Lease comply with the applicable legal regulations, and are solely responsible for their compliance;
- Information in the heading of the Property Advertisement that reflects the same conditions as published in the content of the Advertisement. In case of discrepancies between the heading and the content, the information contained in the description shall prevail.
- Information that is within the confines of a real estate transaction and based on the offer of Real Estate for accommodation purposes in exchange for rent.

Please note that any acts or omissions in contravention of the above shall constitute a breach of the Agreement and such acts or omissions shall entitle roomie-radar to suspend, ban or terminate your account and to take appropriate legal action.

The User shall be liable for any inaccuracy or incompleteness of the information provided. In the event that the User provides false, inaccurate or incomplete information or if roomie-radar considers that there are reasonable grounds to doubt the truthfulness, accuracy and completeness of the same, roomie-radar may deny the User present and future access and use of its Platform or any of its content and/or services. roomie-radar cannot guarantee the identity of registered Users, and therefore shall not be liable for the use of the identity of a registered User by unregistered third parties.

Users are fully responsible for the correct access and use of their profile and other contents of the Platform, subject to the local, regional, state or national laws in force, as well as the principles of good faith, morality, good customs and public order. And, specifically, they undertake to diligently observe these General Terms and Conditions of Use.

(ii) You EXPRESSLY AGREE AND WARRANT THAT YOU WILL REFRAIN FROM:

1. Use the Platform for illegal or unauthorised purposes;
2. Hosting, storing, disclosing, publishing, distributing or sharing any content that may involve unlawful interference with or infringement in any way of the rights based on the honour, image and personal and family privacy of third parties and, in particular, age;
3. Post on the roomie-radar Platform or the profile or that of another User any comment or information that is unlawful, racist, xenophobic, obscene, pornographic, abusive, defamatory, misleading, fraudulent or contrary to morality or public order;
4. Alter or modify, copy, decompile, disassemble, reverse engineer, license, lease, sell or imitate, in whole or in part, the roomie-radar Platform, circumventing, disabling or tampering with any other functions or services of the roomie-radar Platform;
5. Infringe industrial and intellectual property rights or the rules governing the protection of personal data;
6. Use the roomie-radar Platform to insult, defame, intimidate, violate the self-image or harass other Users;
7. Access the e-mail accounts of other Users;
8. Introduce computer viruses, defective files, or any other software that may cause damage or alterations to the contents or systems of roomie-radar or third parties;
9. Sending mass and/or repetitive e-mails to a number of persons, or sending the e-mail addresses of third parties without their consent;
10. Carry out advertising of products or services without the prior consent of roomie-radar;
11. Damage or harm the reputation of roomie-radar;
12. Distribute, make available or in any other way publicly communicate, transform or modify any content or benefit from it without the prior authorisation of the legitimate rights holders; and
13. Using the roomie-radar Platform for purposes other than renting Properties through the Platform, circumventing the Roomie-radar Platform's Booking Policies, either by renting externally or by

contacting Users for the purpose of inducing them to advertise their Properties or by breaching the Agreement or any of its provisions.

Users must refrain from using their profile and the rest of the contents of the roomie-radar Platform for illicit purposes or effects that are harmful to the rights and interests of third parties, or that in any way may damage, disable, affect or harm the roomie-radar Platform, its content, and its services. Similarly, it is prohibited to prevent the normal use or enjoyment of the Platform to other users and you are responsible for everything that happens through your account unless you close it or report abuse.

Roomie-radar is not responsible for the publication, and expressly declares that it does not identify with any of the opinions that are issued by the Users of the roomie-radar Platform, who assume all the consequences of the comments they issue.

Those who fail to comply with these obligations shall be liable for any damage or loss they cause. roomie-radar shall not be liable for any consequences, damage or loss that may arise from such access or use by third parties. Indeed, you undertake to indemnify and hold roomie-radar and its directors, officers, employees and collaborators harmless against all claims, liabilities, damages, losses and expenses that are linked to:

(i) breach of the Contract;

(ii) misuse of the roomie-radar platform; and/or

(iii) failure to comply with applicable laws or regulations, especially those applicable by virtue of the location of the Property.

Any User may report any User who they believe is in breach of the Agreement, and all Users may report any abuse or infringement to roomie-radar by emailing info@roomie-radar.com. roomie-radar will verify the reported information as soon as possible and will take such action as it deems appropriate, reserving the right to remove and/or suspend any User from the Platform for breach of the Agreement. roomie-radar also reserves the right to remove and/or suspend any message with illegal or offensive content, and without prior notice or further notification.

If necessary, roomie-radar will provide the police, law enforcement and/or other competent authorities with the relevant information to determine whether the User's activity may constitute a crime or offence.

2.2. Registration and Reservation Policy

2.2.1. Registration

To become a roomie-radar Platform User, you must meet the following requirements:

1. Fill in the mandatory fields of the registration form, which collect personal information such as name, surname, telephone number and others;
2. Expressly accept these General Terms and Conditions of Use;
3. Expressly agree to the Privacy Policy; and
4. Expressly accept the Cookies Policy.

2.2.2. Reservation Policy

2.2.2.1. Contracting parties

This Booking Policy governs the relationship between the Advertiser and the Tenant through the roomie-radar Platform only with regard to the operation of the roomie-radar Booking System, without prejudice to any subsequent conditions agreed by the parties in the Private Lease.

As a precondition for the use of the roomie-radar Booking System, both the Advertiser and the Tenant represent and warrant that:

1. They are of legal age;
2. They are fully capable of advertising and renting the property;
3. They have complied and will comply with the national, regional and local laws and regulations in force, depending on the location of the Property;
4. They have read, understood and fully accepted the Contract.

2.2.2.2. Formalising rentals through the roomie-radar Reservation System

In accordance with the applicable regulation on electronic commerce, we provide you with details of the roomie-radar Booking System, in particular:

1. The formalities necessary in order to complete a lease;
2. The means of confirmation to be sent to you in order to formally acknowledge that the Hire has been satisfactory; and
3. The means available to correct any errors in the information provided.

Users - both Advertisers and Applicants - must register and obtain a User Account, subject to the Contract, and enter the information below as mandatory fields:

Advertiser and tenant:

- Full name;
- Email;
- Date of birth;
- Telephone number;
- Gender;
- Country of origin;
- Social networking (at least LinkedIn);
- Where required, DNI/NIF and valid payment information.

Once the User Account has been obtained, the Advertiser may upload the necessary information about the Property, i.e:

- Title and description of the property;
- Monthly rent and additional expenses;
- Period of availability;
- Languages spoken in the property;
- Number of rooms;
- Characteristics of the room/flat
- Household goods, appliances or services included;
- Number of partners in the property;
- Images of the property;

The ROOMIE-RADAR Platform allows Users to exchange information through the use of the Messages Section and could follow the following sequence of actions:

- The Tenant will be able to submit an Application Request and chat with the Advertiser;

- From the Messages Section, the Advertiser can accept or reject the Rental Application made by the Tenant;

Please note that Users may submit a limit of Rental Requests to Advertisers. However, the Confirmation of one of them will automatically cancel the remaining outstanding Rental Requests.

In case the rental proposal is accepted, roomie-radar will confirm the rental details with both the Tenant and the Advertiser by email. In addition, this information will appear in the corresponding section within the respective User Account.

If the Rental Confirmation message sent by roomie-radar contains an error or the User disagrees for any reason with the information, the User shall inform roomie-radar about the reasons why he/she believes there is an error. The User shall report the respective error within 48 hours.

2.2.2.3. Rental Prices and Taxes

The Advertiser is solely responsible for ensuring that the rental price of a Property complies with applicable local, regional, state or national laws and is properly reflected in the Advertisement.

Rental prices are freely determined by Users, and Advertisers may modify them at their convenience BEFORE sending a Rental Application to any Tenant. Please note that once a Tenant successfully accepts a rental, and the Advertiser confirms it, the price determined by the Advertiser - both the rent and the monthly rental amount - cannot be changed. Roomie-radar does not recommend or influence the prices determined by its Users. Under no circumstances may the Advertiser request the Tenant to pay intermediary fees unless this is expressly permitted by the applicable law of the place where the Property is located or has been specified by the Advertiser in the description of the Property.

Roomie-radar is in no way responsible for Taxes occasioned by or arising from such Leases. Therefore, Users are solely responsible for Taxes and any other obligations arising from the Lease, as well as any contractual or extra-contractual charges or liens or liabilities arising in connection with the Lease and the relationship established between Users, and Users expressly agree to hold roomie-radar harmless in this respect. Indeed, the Users are solely responsible for compliance with the local, regional, state or national laws applicable in each case.

2.2.2.4. Roomie-radar Service Fees

At the time of Acceptance of Rental and prior to payment, roomie-radar will provide detailed information about the amounts of the roomie-radar Fees.

Users expressly authorise roomie-radar to retain such fees prior to Rental Acceptance. In the event of cancellation after the Rental Acceptance, such fees will be charged in accordance with the provisions of the cancellation policy in sections 2.2.2.5. and 2.4. below, and will not be refundable by roomie-radar unless expressly provided for.

2.2.2.5. Advertiser and Tenant Responsibilities

Once the Tenant or the Advertiser accepts the Rental Application and roomie-radar has sent the Rental Confirmation to both the Tenant and the Advertiser, including the contact information of both parties, it is the responsibility of the Advertiser to provide further instructions to the Tenant regarding their move to the Property and roomie-radar's Customer Service Team may contact the Advertiser for this purpose. In the event that the Advertiser does not respond to such communication attempts within 48 hours, roomie-radar shall understand that the Advertiser has cancelled the rental and the

Cancellation Policy set out in section 2.4 shall apply. The Advertiser must provide instructions to the Tenant at least 48 hours prior to the Start Date.

The Advertiser warrants that the Property rented by the Tenant is in reasonable condition with respect to its habitability and, in particular, the Advertiser warrants that the characteristics of the Property and the terms relating to the Rental Price are in accordance with those published in the Advertisement for the Property and that no additional costs or charges will be applied to the detriment of the Tenant. The Advertiser also warrants that the Property has a certificate of occupancy (or any other necessary additional document or certificate) issued by the relevant competent authorities in accordance with the applicable regulations. Furthermore, the Advertiser warrants that in the event that there are any basic rules or a code of conduct to which the Tenant must adhere, these are explicitly mentioned in the description of the Property and the Tenant is informed in due time, but always prior to the Start Date.

The Tenant warrants that the information provided about him/herself/themselves is accurate and includes any circumstances applicable to him/her which may be relevant to the Advertiser or which the Advertiser should take into consideration (such as, for example, the need to climb stairs or the presence of pet(s) on the premises).

In certain circumstances, roomie-radar may decide, in its sole discretion, that a written agreement between the Advertiser and the Tenant constitutes valid evidence and/or supporting documentation for the resolution of a dispute regarding roomie-radar's Cancellation Policy that has arisen between the Users.

2.3. Cancellation policy

Users expressly consent and acknowledge that they will lose the established right of withdrawal once the distance and off-premises contract has been fulfilled by the supplier.

As indicated in the previous section, the roomie-radar Services are deemed to be consummated when the rental is confirmed and thereafter the User may not exercise any right of withdrawal once such confirmation has taken place.

2.3.1. Cancellation due to Compliance Violations

On the Start Date (transfer):

(i) the Tenant may report to roomie-radar any aspect of the Property that he/she considers to be a Compliance Breach, as well as notify roomie-radar of any aspect of the Property that is not explained or represented truthfully in the Advertisement, by sending an email to info@roomie-radar.com, including the Rental ID number and attaching the required visual evidence (photos and/or videos).

(ii) either the Advertiser or the Tenant may report to roomie-radar any aspect of the Tenant/Advertiser, respectively, that they consider to be a Compliance Breach by sending an email to info@roomie-radar.com, including the Rental ID number and evidence.

Once the roomie-radar team has received the email, it will, at its own discretion, proceed to verify and assess the situation. In the event that, after review by the ROOMIE-RADAR team, a Compliance Breach is detected, the following will apply:

If the cancellation is due to circumstances falling under (i) above, roomie-radar shall charge roomie-radar the roomie-radar Services Fees of the Advertiser, which may be debited from the credit

card provided by the Advertiser or to be paid by bank transfer executed in favour of roomie-radar, as applicable, whereas roomie-radar shall refund the full amount corresponding to the Tenant's Fees to the Tenant.

If the cancellation is due to circumstances falling under (ii) above:

- Breach of Compliance by the Advertiser: roomie-radar will charge the roomie-radar Services Fees of the Advertiser which may be debited from the credit card provided by the Advertiser or to be paid by bank transfer executed in favour of roomie-radar, as applicable, whereas roomie-radar will refund the Tenant's Fees to the Tenant; or
- Breach of Tenant Compliance: roomie-radar will charge roomie-radar's roomie-radar Service Fees corresponding to the Advertiser's Service Fee to the Advertiser.

2.3.2. Cancellation by the Advertiser

The Advertiser may submit a cancellation request to roomie-radar Customer Services in order to cancel any Rental without penalty if such cancellation takes place within 30 days or a longer period prior to the Start Date and the Advertiser duly informs roomie-radar of such cancellation by email.

If the Advertiser cancels:

- a. 30 days or more prior to the Commencement Date, roomie-radar will refund the Tenant's Service Fee, provided the Tenant is in good standing;
- b. 29 days or less, or sooner, prior to the Commencement Date, roomie-radar will charge the Advertiser the roomie-radar Advertiser fee which may be debited from the credit card provided by the Advertiser, or paid by wire transfer executed in favor of roomie-radar, as applicable, while roomie-radar will reimburse the Tenant the full amount corresponding to the roomie-radar Tenant fees to the Tenant, provided that the Tenant is in good standing; or
- c. 6 days or less prior to the Start Date, roomie-radar will charge the Advertiser the roomie-radar Advertiser Fee and will also charge the roomie-radar roomie-radar Penalty an amount equal to 50% of the Fees, which may be debited from the credit card provided by the Advertiser, or paid by bank transfer executed in favour of roomie-radar, as applicable, whereas roomie-radar will reimburse the Tenant the full amount corresponding to the roomie-radar Tenancy Fees to the Tenant, provided that the Tenant is in good standing.

The Advertiser expressly agrees to pay the aforementioned amounts and accepts that roomie-radar will send a demand for payment, which will be honoured by the Advertiser within 30 days.

Extenuating circumstances for cancellations made by the Advertiser

In the event that the Advertiser submits a cancellation request to roomie-radar Customer Services for the purpose of cancelling an accepted rental due to an Extenuating Circumstance, as set out below, roomie-radar may waive the Cancellation Policy on the terms set out below.

Please note that the following are the only mitigating circumstances that roomie-radar will be able to consider:

1. Serious injury, illness or death of the Advertiser;
2. Serious injury, illness or death of a first or second degree relative, a minor or disabled person, for whom the Advertiser is the legal guardian or primary conservator;

3. Death of a relative up to the third degree;
4. Serious damage to accommodation; and/or
5. Official declaration of a disaster area in the locality where the accommodation is located.

Furthermore, please note that this waiver can only be applied by roomie-radar if the following conditions are met:

- That the Advertiser contacts roomie-radar customer service as soon as possible; and
- The Advertiser, within a period of 7 days, provides roomie-radar's Customer Service with the corresponding supporting documents that are deemed sufficient in roomie-radar's sole discretion.

2.3.3. Cancellation by the Tenant

The Tenant may email a cancellation request to roomie-radar Customer Services to cancel any rental, if such cancellation takes place within 24 hours of the Rental Confirmation. In such cases, such cancellation request will be dealt with by roomie-radar Customer Services and roomie-radar's Fees will not be refundable under any circumstances.

In addition, the Tenant may send a cancellation request by e-mail to roomie-radar's Customer Services in order to cancel any rental, without any refund of ROOMIE-RADAR's Fees.

If the Tenant cancels:

- a. 15 days or more prior to the Start Date, roomie-radar will retain roomie-radar's Tenant rates;
- b. 14 days or less, or sooner, prior to the Commencement Date, roomie-radar shall retain roomie-radar's Tenant fees and shall also retain an amount equal to 50% of the fees as a Cancellation Penalty, which shall be transferred to the Advertiser, and roomie-radar shall refund to the Tenant the remaining 50% of the fees; or
- c. 6 days or less prior to the Start Date, roomie-radar will retain roomie-radar's Tenant Fees and will also retain an amount equal to 100% of the Fees as a Cancellation Penalty, which will be transferred to the Advertiser.

Extenuating circumstances for cancellations by the Tenant

In the event that the Tenant submits a cancellation request to roomie-radar Customer Services in order to cancel an accepted rental due to an Extenuating Circumstance, as outlined below, roomie-radar may waive the Cancellation Policy.

Please note that the following are the only Extenuating Circumstances that roomie-radar may consider:

1. Serious injury, illness or death of the Tenant;
2. Serious injury, illness or death of a first or second degree relative, a minor or disabled person, for whom the Tenant is the legal guardian or primary conservator;
3. Death of a relative up to the third degree;
4. Loss of employment by the Tenant, once the tenancy has been confirmed;
5. A new employment by the Tenant in a new company when the place of work is in a different city from the tenancy, once the tenancy is confirmed;
6. Extension of the Employment Contract by the Tenant when the place of work is in a different city from the tenancy, once the tenancy has been confirmed;

7. Mandatory transfer of the Tenant's workplace when the workplace is located in a different city from the rental, once the tenancy has been confirmed;
8. Official declaration of a disaster area in the locality where the accommodation is located; or
9. Unforeseen refusal of the visa for unjustified reasons and not caused, either directly or indirectly, by the Tenant's acts or omissions, preventing the Tenant from moving to the city where the accommodation is located.

In addition, please note that this waiver can only be applied by roomie-radar if the following conditions are met:

- That the Tenant contacts roomie-radar customer service as soon as possible; and
- The Tenant shall, within a period of 7 days, provide roomie-radar's Customer Service with the relevant supporting documents, which are deemed sufficient at roomie-radar's sole discretion.

2.3.4. Cancellation by roomie-radar

In certain circumstances, roomie-radar may decide, in its sole discretion, that it is necessary to cancel an outstanding or confirmed rental and to initiate refunds and payments accordingly. This may be for Extenuating Circumstances or (i) where roomie-radar believes, in good faith, and taking into account the legitimate interests of both parties that it is a necessary measure to avoid significant harm to roomie-radar, other Users, third parties or property, or (ii) for any of the reasons set out in this Agreement.

2.4. Other services provided by roomie-radar

The roomie-radar guarantees are an additional roomie-radar Service that roomie-radar may offer, at its discretion, to its Users provided that all relevant conditions set out below are properly fulfilled and duly documented. Therefore, these guarantees do not require any registration or selection by You.

Roomie-radar reserves the right to modify or withdraw the warranty policy at any time at its sole discretion.

The roomie-radar guarantees are based on the length of stay indicated in the Rental Confirmation sent to the Advertiser and the Tenant by roomie-radar and, if the length of stay is indicated as indefinite by the Users, the guarantees will apply for a period of thirty-two (32) days.

2.4.1. Other services provided to Advertisers

2.4.1.1. Damages and losses

Roomie-radar disclaims liability for any damage caused by the Tenant to the Property. Furthermore, roomie-radar is also exempt from liability for the costs of labour, taxes, and objects stolen from the Property such as;

- Works of art;
- Jewellery;
- Money; and/or
- Personal belongings (e.g. computers, tablets, wallets, watches, shoes, clothes, etc.)

In addition, roomie-radar services will also not cover damage due to normal wear and tear.

2.4.2. Other services provided to Tenants

2.4.2.1. Last-minute cancellations

In the event that the Advertiser/Tenant submits a request for cancellation of an accepted rental less than 48 hours prior to the Start Date, roomie-radar disclaims liability for such cancellation.

3 YOUR RIGHTS

3.1. Licence for roomie-radar with respect to its content

In the relationship between You and roomie-radar, You own the content and information You submit or post, and You grant roomie-radar a non-exclusive, free, worldwide license to use, copy, modify, reproduce, distribute, publish, translate, and process the information and content You provide through the roomie-radar Platform, without any additional notice and/or compensation to You or others, as well as the right to use the name, image and profile provided by the User in connection with such content.

You therefore agree to provide only content or information that does not infringe the law or the rights of any person (including intellectual property rights). You shall be solely responsible for the content and information You provide and You shall hold roomie-radar free and harmless against any claims relating to such content or information.

You represent and warrant that you own all rights to any content that you may post, and you warrant that (i) such information and content is accurate and truthful, (ii) your use of such information and content is not in violation of roomie-radar's Policies.

Please note that roomie-radar may be required by law to remove certain information or content in certain countries.

3.2. Availability of the service

We may change or remove any of our Services. Therefore, roomie-radar does not guarantee that we will continue to store or display any information and content that you have posted.

You agree that we are under no obligation to store, maintain or provide to you a copy of any content or information that you or others provide to us, except as required by applicable law and as set forth in our Privacy Policy.

3.3. Limits

Roomie-radar reserves the right to restrict, suspend or terminate Your account, in its sole discretion, and without prior notice, for any reason, including if roomie-radar believes that You may be in breach of the Agreement or any applicable national, regional or local law or regulation. We will notify you of the reason for termination or suspension unless we reasonably believe that to do so would: (a) violate the law or the instructions of a law enforcement agency, or otherwise risk incurring legal liability for roomie-radar or our affiliated entities; (b) jeopardize an investigation or the integrity or operation of the Service; or (c) cause damage to a user, another third party, roomie-radar or our affiliated entities.

3.4. Intellectual property rights

Roomie-radar is the owner or licensee of all intellectual and industrial property rights included in the roomie-radar Platform, as well as the contents accessible through it. The intellectual property rights of the roomie-radar Platform, as well as: texts, images, graphic design, navigation structure, information and contents contained therein are the property of roomie-radar, including the exclusive exercise of the rights to exploit them in any form and, in particular, the rights of reproduction, distribution, public communication and transformation, in accordance with all applicable Spanish and Luxembourg legislation on intellectual and industrial property rights.

The User's authorisation to access the roomie-radar Platform does not entail a waiver, transmission, licence or total or partial transfer of intellectual or industrial property rights by roomie-radar. It is not permitted to delete, circumvent or manipulate in any way the contents of the roomie-radar Platform. It is also prohibited to modify, copy, reuse, exploit, reproduce, publicly communicate, make second or subsequent publications, upload files, send by mail, transmit, use, process or distribute in any way all or part of the contents included in the roomie-radar Platform for public or commercial purposes, if you do not have the express written permission of roomie-radar or, where appropriate, the holder of the rights to which it belongs.

The software licensed and/or developed by and for roomie-radar is protected by the applicable national and international regulations on intellectual and industrial property rights.

Users who proceed to share any type of content through the roomie-radar platform shall ensure that they have the necessary rights to do so, exempting roomie-radar from any responsibility for the content and legality of the information offered.

Roomie-radar expressly prohibits the framing or use by third parties of any other mechanisms that alter the design, original configuration or contents of the roomie-radar platform.

Users and, in general, those who intend to establish a link or hyperlink (hereinafter, the "Link") between their website and the Platform must comply with the following conditions:

- The link will only allow access to the roomie-radar Platform in the manner defined by the API that roomie-radar makes available;
- The link will not be able to reproduce the appearance or content of the roomie-radar platform;
- No false, inaccurate or incorrect statements or indications shall be made about roomie-radar, its directors, employees or collaborators;
- It shall not be stated or implied that roomie-radar has authorised the link or has in any way supervised or endorsed the services offered by the third party operator establishing the link on its website, platform or system;
- Except for those signs that form part of the same link, website, platform or system in which it is established, it shall not contain any trademark, trade name, denomination, logo, slogan or other distinctive signs belonging to roomie-radar;
- It shall not contain any content contrary to or detrimental to the rights of privacy or publicity or any other rights of third parties;
- It shall not contain any unlawful, obscene, pornographic, or indecent information or content, which is in any way subject to public safety or generally accepted principles of morality;
- It shall not incite or promote conduct that is criminal, denigratory, defamatory, defamatory, abusive, threatening, violent or, in general, contrary to the law or public order, nor shall it incite or promote discriminatory actions, attitudes or thoughts on grounds of race, gender, sexual identity, age, religion, belief, opinion, nationality, disability or any other personal or social condition or circumstance.

The establishment of the link does not imply in any case the existence of relations between roomie-radar and the owner of the website, platform or system in which it is established, nor does

the acceptance and approval by roomie-radar of its content imply the acceptance of responsibility for the quality, legality, reliability and/or usefulness of those other websites to which it is possible to access through hyperlinks.

Roomie-radar disclaims all responsibility for the correct functioning of such links, the results obtained through them, the veracity and legality of the content or information that can be accessed, as well as the damages that the User may suffer by virtue of the information contained in the websites thus linked.

3.5. Information processing

We will use the information and data you provide to make Recommendations, for Rental Requests, and for content and features that may be useful to you, in accordance with our Privacy Policy.

Without prejudice to the more detailed description set out in our Privacy Policy, please note that roomie-radar has access to the following data provided by professional and consumer users for the use of the service:

Categories of personal data	Purposes of processing
Basic information required for registration and provision of the Services (login details, registration information, name, title, address, date of birth, username and password).	Validation of the user, creation of a roomie-radar account and provision of the Services by roomie-radar.
Basic contact information (telephone and email address).	Contacting the client for the execution of the contractual relationship; advertising (if applicable).
Additional contact information (profession/professional sector, additional identification data, e.g. ID card or passport, nationality).	Customer identity verification and fraud prevention.
Transaction information, as well as billing and delivery address information.	Payment processing and fulfilment of the contractual relationship.
Payment information (partial credit card details).	User account registration, transaction processing and fraud prevention.
Information about communications with other users, as well as the use made of our Site and/or App, to the extent permitted by law and in accordance with applicable law.	To ensure a safe and secure environment, prevent fraud, abuse or other misuse of the Site, the App or the Services, resolve disputes with other users and comply with any applicable legal obligations.
Usage data, in particular technical and device-related information and data transmission (IP address, device fingerprint/ID, functional and web tracking data, login and web usage data).	Personalisation of offers; error resolution, fraud prevention, service improvement, user interface improvement and, if applicable, for marketing.
Geolocation data (latitude, longitude).	In order to be able to show properties near you, recommend properties near you.
Additional voice and data provided in calls made to roomie-radar or made by roomie-radar to the user.	In order to improve the quality and compliance of call handlers with the protocols.
Voice and image provided during video calls made on the roomie-radar platform.	To enable users to be identifiable to other users, as well as to qualify for access to and use of the video call service.

In addition, whenever you interact with our website, mobile application or Services we automatically collect information such as: log data (e.g., access times, hardware and software information), usage information, browsing history, browser information, screen recordings of Service interaction and usage, location data (e.g., IP address, postcode), device identification, cookie information, page view statistics, the type of browser or device you use to access our Services, and the page or feature you requested. Please visit our Cookie Policy for additional information on how ROOMIE-RADAR sets cookies.

4 DISCLAIMER AND LIMITATION OF LIABILITY OF roomie-radar

4.1. Absence of safeguards

roomie-radar and its Licensees, suppliers, partners, parents, subsidiaries, branches or affiliates and each of their respective officers, directors, associates, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (roomie-radar and all such parties together, "roomie-radar Parties") make no representation or warranty with respect to the roomie-radar Platform including, without limitation, the roomie-radar Platform, any content included on or accessed through the roomie-radar Platform, and the roomie-radar Parties shall not be responsible or liable for the accuracy, copyright compliance, legality or decency of the material contained on or accessed through the roomie-radar Platform or any claims, actions, suit proceedings, costs, expenses, damages or liabilities arising out of the use of, or in any way related to your participation in, the roomie-radar Platform. The roomie-radar Parties make no representations or warranties with respect to suggestions or Recommendations for services or products offered or purchased through or in connection with the roomie-radar Platform.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, The Parties to roomie-radar:

- (i) ALL IMPLIED WARRANTIES AND REPRESENTATIONS (e.g. WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT) ARE DISCLAIMED;
- (ii) DO NOT GUARANTEE THAT THE OPERATION OF THE ROOMIE-RADAR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; AND
- (iii) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) "AS IS" AND "AS AVAILABLE".

In the event that some applicable laws do not allow some of the above-mentioned exemptions, please note that those exemptions may not apply to you.

4.2. Exclusion of liability

The User is solely responsible for having the services and equipment necessary to surf the Internet and to access the roomie-radar Platform. In case of incidents or difficulties in accessing the Platform, the User may inform roomie-radar via email info@roomie-radar.com, which will proceed to analyse the incident and give the User instructions on how to resolve them as soon as possible.

roomie-radar does not control and is not responsible for the content downloaded by the Users through the roomie-radar Platform, who are solely responsible for the legal appropriateness of such

content. In particular, roomie-radar excludes any liability for damages of any nature whatsoever; examples include:

- The interruption or unavailability of the roomie-radar platform;
- Infringement of the User's privacy and/or impersonation by third parties;
- The possible transmission of elements that adversely affect the User's computer systems;
- The accuracy, completeness and timely updating of the content hosted on the roomie-radar Platform; and
- The accuracy, completeness or quality of material generated and/or transmitted by or to the User.

The User is solely responsible for any infringement or damage caused by the use of the roomie-radar Platform, HOLDING ROOMIE-RADAR, ITS PARTNERS, COLLABORATORS, EMPLOYEES AND REPRESENTATIVES EXONERATED FROM ALL TYPES OF LIABILITY THAT MAY RESULT FROM THE USER'S ACTIONS.

THE USER IS SOLELY LIABLE FOR ANY CLAIMS OR LEGAL ACTION, JUDICIAL OR EXTRAJUDICIAL, BROUGHT BY THIRD PARTIES AGAINST ROOMIE-RADAR BASED ON THE USER'S USE OF THE ROOMIE-RADAR PLATFORM. IN THIS CASE, THE USER SHALL BEAR ALL EXPENSES, COSTS AND INDEMNITIES THAT ARE PASSED ON TO ROOMIE-RADAR DUE TO SUCH CLAIMS OR LEGAL ACTIONS.

ROOMIE-RADAR HAS NO OBLIGATION TO MONITOR AND DOES NOT MONITOR THE USE OF THE ROOMIE-RADAR PLATFORM BY THE USERS AND THEREFORE DOES NOT GUARANTEE THAT THE USERS USE THE ROOMIE-RADAR PLATFORM IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT, NOR THAT THEY MAKE DILIGENT AND/OR PRUDENT USE OF THE ROOMIE-RADAR PLATFORM.

Roomie-radar is excluded from any liability for damages of any nature that may be due to the unlawful use of the roomie-radar Platform by Users or that may be due to the lack of veracity, validity, completeness and/or authenticity of the information that Users provide to other Users about themselves and, in particular, but not exclusively, for damages of any nature that may be due to the impersonation of a third party by a User in any kind of communication made through the roomie-radar Platform.

Without prejudice to the above statement, roomie-radar reserves the right to limit, in whole or in part, access to the roomie-radar Platform for certain Users, as well as to cancel, suspend, block or delete certain types of content, by using appropriate technological instruments for this purpose, if it becomes aware that the activity or information stored is illegal or that it harms the property or rights of a third party. In this sense, roomie-radar may establish the necessary filters in order to avoid illicit or harmful content on the network.

TO THE EXTENT PERMITTED BY LAW, AND IN ANY EVENT, ROOMIE-RADAR AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, LOSS OF GOODWILL, INTERRUPTION OF SERVICES, ACCURACY OF RESULTS, COMPUTER MALFUNCTION OR FAILURE, ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS, DOWNTIME OR LOSS OF, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT). OFFENSIVE OR DEFAMATORY STATEMENTS, DOWNTIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT). EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF LIABILITY IS

VOID, PROHIBITED OR INVALIDATED BY APPLICABLE LAW, IN NO EVENT SHALL ROOMIE-RADAR BE LIABLE UNDER THIS AGREEMENT FOR ANY AGGREGATE DAMAGES THAT IN THE AGGREGATE EXCEED THE AMOUNT PAID FOR THE ROOMIE-RADAR SERVICE GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE ACTION AROSE, EVEN IF ROOMIE-RADAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5 RESOLUTION

You may terminate the Agreement at any time without notice to roomie-radar. Upon termination, You lose the right to access or use the roomie-radar Platform. However, any outstanding obligations and amounts owed by You to roomie-radar prior to termination shall survive termination.

6 GENERAL TERMS

6.1 Separability

If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

In addition, if any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, but would be legal, valid and enforceable if part of it were deleted or modified, the provision or part of the provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

6.2. Full contract

You and roomie-radar agree that the Agreement constitutes the entire Agreement between You and roomie-radar and supersedes all prior Agreements, understandings and understandings between You and roomie-radar with respect to the subject matter hereof, whether written or oral.

Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedy in respect of, any representation or warranty not expressly set out in the Agreement. You shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

Nothing in the Contract is intended to limit or exclude any liability of roomie-radar for fraud.

6.3. No waiver

No failure, delay or omission by roomie-radar in exercising any right, power or remedy provided by law or under the Agreement shall constitute a waiver of that right, power or remedy, nor shall it preclude or restrict the future exercise of that or any other right, power or remedy. Accordingly, a waiver of any term, provision, condition or breach of the Contract shall be effective only if in writing and signed, and shall be enforceable only in the circumstances and for the purpose for which it is given.

6.4. No divestiture

The User may not assign any rights or obligations arising from the Contract. However, roomie-radar may assign, subcontract or encumber any right or obligation arising from the Contract, in whole or in part, without the prior consent of the User. In fact, roomie-radar may perform any of its obligations and exercise any of its rights granted under the Contract through any subsidiary.

The Contract does not create any rights for third party beneficiaries and therefore no third party to the Contract is entitled to enforce any of its terms.

6.5. Legal notices

Notifications to you may be made and shall be deemed to have been received via the e-mail address provided during your registration on the roomie-radar Platform.

7 APPLICABLE LAW AND DISPUTE RESOLUTION

You and roomie-radar agree that the ordinary law of Luxembourg, excluding its conflict of law rules, shall govern any dispute relating to the Contract, unless mandatory provisions of consumer protection law dictate otherwise. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

However, please note that roomie-radar will use its best efforts to try to resolve any disputes with You in an amicable, prompt and efficient manner, for which we kindly ask You to contact us as soon as possible at info@roomie-radar.com. If You are a professional user of online brokerage services, You may also initiate a dispute procedure relating to the provision of online brokerage services using our internal complaint handling platform. For more information on how to resolve disputes, please visit our internal dispute handling website. Please also note that you may choose to resolve potential disputes through a mediation procedure. In this regard, we have appointed two mediators to try to reach an out-of-court settlement of disputes arising in connection with the provision of online intermediary services. If you would like further information about the appointed mediators, please contact us by sending an e-mail to info@roomie-radar.com.

However, if You are dissatisfied with the roomie-radar Platform and wish to take legal action, You and roomie-radar hereby agree to submit disputes to the courts of Luxembourg which shall have exclusive jurisdiction in relation to the Contract, unless mandatory provisions of consumer protection law dictate otherwise.

If You are a consumer, the Contract shall be constituted and construed in accordance with the laws of Luxembourg, but this shall not prevent the application of mandatory rights to which You are entitled under applicable law. The courts of Luxembourg shall not have exclusive jurisdiction in relation to any claim brought by You against roomie-radar. If You are a consumer, You may also submit any dispute arising out of or in connection with the Contract to an alternative dispute resolution ("ADR") procedure. The list of ADR Platforms available from the European Commission can be found at the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.