

Gebruiksvoorwaarden - Terms of use

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

IN PARTICULAR, HOSTS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES. SOME CITIES HAVE LAWS THAT RESTRICT THEIR ABILITY TO HOST PAYING GUESTS FOR SHORT PERIODS. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. HOSTS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A SPACE ON WeMeet.

Last Updated: April 1st, 2020

TERMS OF SERVICE

You are contracting with We Meet B.V the Netherlands. We Meet B.V. is hereinafter referred to as "WeMeet", "we", "us", or "our". WeMeet provides an online platform that connects hosts or vendors who have meeting spaces to rent with guests or customers seeking to rent such meeting spaces and with Third party suppliers seeking to fulfill catering and /or services orders placed on the Site by Guests which Hosts are unwilling or unable to fulfill (collectively, the "Services"), which Services are accessible at www.wemeet.nl and any other websites through which WeMeet makes the Services available (collectively, the "Site") and as an application for mobile devices (the "Application"). By using the Site or Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and WeMeet. Please also read carefully our Privacy Policy at www.wemeet.nl/privacy_policy If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site and Application in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH HOSTS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR MEETING SPACES (DEFINED BELOW) AND GUESTS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK MEETING SPACES DIRECTLY WITH THE HOSTS. THIRD PARTY SUPPLIERS (DEFINED BELOW) MAY OFFER CATERING AND SERVICES SUCH AS CLEANING OR ADMINISTRATIVE- OR GENERAL SUPPORT SUPPORT YOU UNDERSTAND AND AGREE THAT WEMEET IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS, NOR IS WEMEET A REAL ESTATE BROKER, AGENT OR INSURER. WEMEET HAS NO CONTROL OVER THE CONDUCT OF HOSTS, GUESTS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY MEETING SPACES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Key Terms

“WeMeet Content” means all Content that WeMeet makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

“Booking Request Period” means the time period starting from the time when a booking is requested by a Guest (as determined by WeMeet in its sole discretion), within which a Host may decide whether to confirm or reject that booking request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.

“Collective Content” means Member Content and WeMeet Content.

“Content” means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

“Guest” means a Member who requests from a Host a booking of an meeting space via the Site, Application or Services, or a Member who stays at an meeting space and is not the Host for such meeting space.

“Host” means a Member who creates a Listing via the Site, Application and Services.

“Listing” means an meeting space that is listed by a Host as available for rental via the Site, Application, and Services.

“Member” means a person who completes WeMeet’s account registration process, including but not limited to Hosts, Guests, and Third-party suppliers, as described under “Account Registration” below.

“Member Content” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site, Application or Services.

“Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, meeting space or lodging taxes, fees (such as convention center fees) that meeting space providers may be required by law to collect and remit to

governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. Certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

“Third party supplier” means any party delivering catering or other services ordered by guests through the Site which are routed through by WeMeet to unnamed selected and qualified suppliers having a valid agreement with WeMeet to do so.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, OR BY PARTICIPATING IN THE REFERRAL PROGRAM, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR TO PARTICIPATE IN THE REFERRAL PROGRAM.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Modification

WeMeet reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the Application or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.

How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and booking of residential and other properties ("meeting spaces"), catering and other services. Such meeting spaces, catering and other services are included in Listings on the Site, Application and Services by Hosts. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book a meeting space or create a Listing, you must first register to create a WeMeet Account (defined below).

As stated above, WeMeet makes available an online platform or marketplace with related technology for Guests and Hosts to meet online and arrange for bookings of meeting spaces, catering and other services directly with each other. WeMeet is not an owner or operator of properties, including, but not limited to, meeting rooms, residential rooms, other lodgings or meeting spaces, nor is it a provider of properties, including, but not limited to, meeting rooms, residential rooms, other lodgings or meeting spaces and WeMeet does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, meeting rooms, residential rooms, other lodgings or meeting spaces or transportation or travel services or catering or other services. Unless explicitly specified otherwise in the WeMeet platform, WeMeet's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) serving as the limited payment collection agent of each Host or Third party supplier for the purpose of accepting payments from Guests on behalf of the Host or Third party supplier.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE HOSTS AND GUESTS AND THIRD PARTY SUPPLIERS CONNECTING AND BOOKING MEETING SPACES AND CATERING- AND OTHER SERVICES DIRECTLY WITH EACH OTHER. WEMEET CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY MEETING SPACES, CATERING OR SERVICES. WEMEET IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND MEETING SPACES AND CATERING AND SERVICES. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE GUEST'S OWN RISK.

Account Registration

In order to access certain features of the Site and Application, and to book an meeting space and associated catering and services or create a Listing, you must register to create an account ("WeMeet Account") and become a Member. You may register to join the Services directly via the Site or Application or as described in this section.

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your WeMeet Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to WeMeet through the Site, Services or Application; or (ii) allowing WeMeet to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. By granting WeMeet access to any Third-Party Accounts, you understand that WeMeet will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your WeMeet Account and WeMeet Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your WeMeet Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or WeMeet's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your WeMeet Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. WeMeet makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and WeMeet is not responsible for any SNS Content.

We will create your WeMeet Account and your WeMeet Account profile page for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active WeMeet Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. WeMeet reserves the right to suspend or terminate your WeMeet Account and your access to the Site, Application and Services if you create more than one (1) WeMeet Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your WeMeet Account, whether or not you have authorized such activities or actions. You will immediately notify WeMeet of any unauthorized use of your WeMeet Account.

Meeting space and Third-Party Supplier Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the meeting space and/or Service to be listed, including, but not limited to, the location, capacity, size, features, and availability of the meeting space or Service and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all meeting spaces must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. Other Members will be able to book your meeting space via the Site, Application and Services based upon the information provided in your Listing. You understand and agree that once a Guest requests a booking of your meeting space, you may not request the Guest to pay a higher price than in the booking request.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an meeting space in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as commercial estate association, homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), Tax requirements, and rules and regulations that may apply to any meeting space included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that WeMeet assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. WeMeet reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that

WeMeet, in its sole discretion, considers to be objectionable for any reason or in violation of these Terms or WeMeet's then-current Policies or otherwise harmful to the Site, Application or Services.

If you are a Host, you understand and agree that WeMeet does not act as an insurer or as your contracting agent. If a Guest requests a booking of your meeting space and stays at your meeting space, any agreement you enter into with such Guest is between you and the Guest and WeMeet is not a party thereto. Notwithstanding the foregoing, WeMeet serves as the limited authorized payment collection agent of the Host for the purpose of accepting, on behalf of the Host, payments from Guests of such amounts stipulated by the Host (including cleaning or other fees and/or Taxes).

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a booking of your meeting space, including, but not limited to, requiring Members to have a profile picture or verified phone number, in order to book your meeting space. Any Member wishing to book meeting spaces included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available via the "Hosting" section of the Site, Application and Services.

If you are a Host, WeMeet makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm for booking for your meeting space. You acknowledge and agree that, as a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the meeting space at your request or invitation, excluding the Guest (and the individuals the Guest invites to the meeting space, if applicable.)

WeMeet recommends that Hosts obtain appropriate insurance for their meeting spaces. Please review any insurance policy that you may have for your meeting space carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest invites to the meeting space, if applicable) while at your meeting space.

WeMeet may offer Hosts the option of having photographers take photographs of their meeting spaces. If you as a Host choose to have a photographer do this, the photographs taken will be made available to you to include in your Listing with a watermark or tag bearing "WeMeet" or similar wording. All images, materials and content created by these photographers provided by WeMeet, constitute WeMeet Content, regardless of whether you include them in your Listing.

No Endorsement

WeMeet does not endorse any Member or any meeting space. You understand that Images are intended only to indicate a photographic representation of the meeting space at the time the photograph was taken. Images are therefore not an endorsement by WeMeet of any Member or any meeting space. Members are required by these Terms to provide accurate information, and although WeMeet may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site, Application or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by WeMeet about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to stay with a Host or to accept a booking request from a Guest, or to have any other interaction with any other Member. Except as provided in the WeMeet Terms and Conditions, we are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from WeMeet with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Host against WeMeet regarding the remittance of payments received from a Guest by WeMeet on behalf of a Host, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Bookings and Financial Terms

Key definitions

“Guest Fee” or “Total Fee” means the amount that is due and payable by a Guest in exchange for that Guest’s stay in a meeting space, including any services ordered through the Site plus any Taxes in respect of Guest Fees, such as VAT.

The Host and/or Third-Party Service provider alone, and not WeMeet, determines these amounts (excl. Taxes). The Host may in his or her sole discretion decide to include in these amounts (i) a catering fee, services fee or any other fee permitted on the WeMeet platform, or (ii) Taxes that the Host determines that he or she has to collect.

“Service Fees” means the fee that WeMeet charges a Guest or any other party for the use of its online platform, which is calculated as a percentage of the applicable meeting space- and services Fees. The Service Fees will be displayed to the Guest when the Guest is asked to make a booking or whether to send a booking request to a Host.

“Host Fee” means the fee that is due for payout to a Host or Third-Party Service provider in exchange for meeting space(s) and/or services provided to the Guest. (inclusive of VAT and any taxes that Host has determined that he or she has to collect) It means Guest Fee or Total Fee minus Service Fees.

Bookings and Financial Terms for Hosts and Third Party Service Providers

If you are a Host or Third Party Service Provider and a booking is requested for your meeting space or service via the Site, Application and Services, you will be required to either confirm or reject the booking request or service request within the Booking and /or Service Request Period, otherwise the booking or service request will be automatically cancelled. If you are unable to confirm or decide to reject a booking or service request within the Booking or Service Request Period, any amounts collected by WeMeet for the requested booking or service will be refunded to the applicable Guest’s credit card and any pre-authorization of such credit card will be released. When you confirm a booking or service requested by a Guest, WeMeet will send you an email, text message or message via the Application confirming such booking, depending on the selections you make via the Site, Application and Services.

WeMeet will collect the Total Fees at the time of booking confirmation (i.e. when the Host confirms the booking request) and will initiate payment of the Host Fees and any Taxes in respect of the Host Fees, such as VAT in Europe) to the Host and/or Third Party Service Provider within 48 hours of when the Booking ends at the applicable meeting space (except to the extent that a complaint or claim has been filed by the Guest or a refund is due to the Guest). The time it takes for the Host to receive payouts may depend upon the method for receiving payouts chosen by the Host. Some methods involve the use of third-party payment processors, who may impose their own additional charges for the use of their services on the Host, including by deducting their charges from the payout

amount.

If you owe or agree to pay any amount via WeMeet to WeMeet (whether as a result of your bookings or actions as a Guest or otherwise), then WeMeet may (but is not obliged to) withhold the amount owing to WeMeet from any payout amounts due to you as a Host, and use the withheld amount to set off the amount owed by you to WeMeet. If WeMeet does so, then your obligation to pay WeMeet will be extinguished to the extent of the amount withheld by WeMeet, and WeMeet will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld.

Appointment of WeMeet as Limited Payment Collection Agent for Host

Each Host hereby appoints WeMeet as the Host's limited payment collection agent solely for the purpose of accepting the Host Fees from Guests.

Each Host agrees that payment made by a Guest through WeMeet, shall be considered the same as a payment made directly to the Host, and the Host will make the meeting space or service available to the Guest in the agreed-upon manner as if the Host has received the meeting space or service Fees. Each Host agrees that WeMeet may, in accordance with the cancellation policy selected by the Host or Third Party Service Provider and reflected in the relevant Listing, (i) permit the Guest to cancel the booking and (ii) refund (via WeMeet) to the Guest that portion of the Host Fees specified in the applicable cancellation policy. Each Host understands that as WeMeet accepts payments from Guests as the Host's limited payment collection agent and that WeMeet' obligation to pay the Host is subject to and conditional upon successful receipt of the associated payments from Guests. WeMeet does not guarantee payments to Hosts for amounts that have not been successfully received by WeMeet from Guests. In accepting appointment as the limited authorized agent of the Host, WeMeet assumes no liability for any acts or omissions of the Host.

Please note that WeMeet does not currently charge fees for the creation of Listings. However, you as a Host acknowledge and agree that WeMeet reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that WeMeet will provide notice of any Listing fee collection via the Site, Application and Services, prior to implementing such a Listing fee feature.

Bookings and Financial Terms for Guests

The Hosts, not WeMeet, are solely responsible for honoring any confirmed bookings and making available any meeting spaces or services reserved through the Site, Application and Services. If you, as a Guest, choose to enter into a transaction with a Host for the booking of a meeting space and service, you agree and understand that you will be required to enter into an agreement with the Host and you agree to accept any terms, conditions, rules and restrictions associated with such meeting space or service imposed by the Host. You acknowledge and agree that you, and not WeMeet, will be responsible for

performing the obligations of any such agreements, that WeMeet is not a party to such agreements, and that, with the exception of its payment obligations hereunder, WeMeet disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that WeMeet is not a party to the agreement between you and the Host, WeMeet acts as the Host's payment collection agent for the limited purpose of accepting payments from you on behalf of the Host. Upon your payment of the Total Fees to WeMeet, your payment obligation to the Host is extinguished, and WeMeet is responsible for remitting the Host Fees, in the manner described in these Terms. In the event that WeMeet does not remit any such amounts as described in these Terms, such Host will have recourse only against such WeMeet entity.

The Total Fees payable will be displayed to a Guest before the Guest sends a booking request to a Host. As noted above, the Host or Third-Party Service Provider is required to either confirm or reject the booking or service request within the Booking or Service Request Period, otherwise the requested or service booking will be automatically cancelled. If a requested booking or service is cancelled (i.e. not confirmed by the applicable Host or Third Party Service Provider), any amounts collected by WeMeet will be refunded to such Guest, depending on the selections the Guest makes via the Site and Application, and any pre-authorization of such Guest's credit card will be released, if applicable. You as a Guest agree to pay WeMeet for the Total Fees for any booking requested in connection with your WeMeet Account if such requested bookings are confirmed by the applicable Host. In order to establish a booking pending the applicable Host's confirmation of your requested booking, you understand and agree that WeMeet, on behalf of the Host, reserve the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (€1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound), to verify your credit card. Once WeMeet receives confirmation of your booking from the applicable Host, WeMeet will collect the Total Fees in accordance with these Terms and the pricing terms set forth in the applicable Listing. Please note that WeMeet cannot control any fees that may be charged to a Guest by his or her bank related to WeMeet's collection of the Total Fees, and WeMeet disclaims all liability in this regard.

In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to WeMeet or its third-party payment processor(s). You agree to pay WeMeet for any confirmed bookings made in connection with your WeMeet Account in accordance with these Terms by one of the methods described on the Site or Application, e.g. by bank payment mandate, PayPal or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by WeMeet

or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site or Application. You also authorize WeMeet to charge your credit card in the event of damage caused at a meeting space as contemplated under “Damage to meeting spaces” below and for Security Deposits, if applicable. If you are directed to WeMeet’ third-party payment processor(s), you may be subject to terms and conditions governing use of that third party’s service and that third party’s personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.

Service Fees

In consideration for the use of WeMeet’s online marketplace and platform, WeMeet charges Service Fees. Where applicable, Taxes (such as VAT in Europe) may also be charged in respect of the Host Fees and Guest Fees. WeMeet deducts the Host Fees from the Guest Fees before remitting the balance to the Host as described in these Terms. Host Fees are, as noted above, included in the Total Fees.

Balances will be remitted by WeMeet to Hosts via check, PayPal, direct deposit or other payment methods described on the Site or via the Application, in the Host’s currency of choice, depending upon the selections the Host makes via the Site, Application and Services. Amounts may be rounded up or down as described the “Rounding Off” section below.

Please note that WeMeet, may impose or deduct foreign currency processing costs on or from any payments or payouts by WeMeet in currencies other than EURO. More information on any such costs or deductions will be available via the Site and Application. More information on any such costs or deductions will be available via the Site and Application. More information on Services Fees can be found at www.wemeet.nl Except as otherwise provided herein, Service Fees are non-refundable.

General Booking and Financial Terms

Cancellations and Refunds

If, as a Guest, you cancel your requested booking before the requested booking is confirmed by a Host, WeMeet will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time. If, as a Guest, you wish to cancel a confirmed booking made via the Site, Application and Services, either prior to or after arriving at the meeting space, the cancellation policy of the Host contained in the applicable Listing will apply to such cancellation. Our ability to refund the Guest Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy.

Details regarding refunds and cancellation policies are available via the Site and Application. The Guest Fee is refundable depending of the cancellation policy selected by the Host.

If a Host cancels a confirmed booking made via the Site, Services, and Application, (i) WeMeet will refund the Total Fees for such booking to the applicable Guest within a commercially reasonable time of the cancellation and (ii) the Guest may receive an email or other communication from WeMeet containing alternative Listings and other related information. If the Guest requests a booking from one of the alternative Listings and the Host associated with such alternative Listing confirms the Guest's requested booking, then the Guest agrees to pay WeMeet the Total Fees relating to the confirmed booking for the meeting space in the alternative Listing, in accordance with these Terms. If a Host cancelled a confirmed booking and you, as a Guest, have not received an email or other communication from WeMeet, please contact WeMeet at contact@wemeet.nl

If, as a Host, you cancel a confirmed booking, WeMeet may apply penalties or consequences to you or your Listing, including (i) publishing an automated review on your Listing indicating that a reservation was cancelled, (ii) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled booking, or (iii) imposing a cancellation fee (to be withheld from your future payouts). You will be notified of the situations in which a cancellation fee applies before you decide to cancel.

In certain circumstances, WeMeet may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Site, Application and Services. This may be for reasons of Force Majeure, outbreaks of infectious disease, or for any other reason. WeMeet may also determine, in its sole discretion, to refund to the Guest part or all of the amounts charged to the Guest in accordance with the Cancellation & Refund Policy Guest at wemeet.nl You agree that WeMeet and the relevant Guest or Host will not have any liability for such cancellations or refunds.

Recurring Payments

In some instances, Guests may be required to make recurring, incremental payments toward the Total Fees owed for a confirmed booking before beginning his or her stay at the applicable meeting space (collectively, "Recurring Payments"). More information on Recurring Payments will be made available via the Site, Application and Services, if applicable. If Recurring Payments apply to a confirmed booking, then the Guest authorizes WeMeet, on behalf of the Host, to collect the Total Fees and the Host agrees that such WeMeet entity will initiate payouts to the Host, in the increments and at the frequency associated with the applicable Recurring Payments, identified on the Site, Application and Services.

Rounding Off

WeMeet may, in its sole discretion, round up or round down amounts that are

payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro or other supported currency); for example, an amount of €101.50 to €102.00, and €101.49 to €101.00.

Some currencies are denominated in large numbers. In those cases, WeMeet may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for WeMeet to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

Donations

Some Hosts may pledge to donate a portion of the funds they receive from confirmed bookings made via the Site, Application and Services to a particular cause or charity. We do not take any responsibility or liability for whether the Host does in fact make the donation he or she pledged to make. In such cases, the Host in question is responsible for his or her own compliance with all laws and regulations applicable to such pledges and/or fund-raising.

Taxes

Tax regulations may require us to collect appropriate tax information from our Hosts, or to withhold taxes from payouts to Hosts, or both. You as a Host are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Host fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold payments to you we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

You as a Host understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you.

WeMeet cannot and does not offer Tax-related advice to any Members.

Where applicable, or based upon request from a Host, WeMeet may issue a valid VAT invoice to such Host.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") where your meeting space is located or services are performed may require Taxes to be collected by Hosts

from Guests on the amount paid for the right to use and/or occupancy of meeting spaces, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes are generally required to be collected and remitted as a percentage of the rent or meeting space or service Fees set by Hosts or Third-Party Service Providers, a set amount per day, or other variations. Guests and Hosts agree that we may seek additional amounts from you in the event that the Taxes collected or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by WeMeet from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

Damage to meeting spaces

As a Guest, you are responsible for leaving the meeting space in the condition it was in when you arrived. You acknowledge and agree that, as a Guest, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the meeting space. In the event that a Host or Third-Party Service Provider claims otherwise and provides evidence of damage, including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items. WeMeet also reserves the right to collect payment from you and pursue any avenues available to WeMeet in this regard, including using Security Deposits, in situations in which you have been determined, in WeMeet's sole discretion, to have damaged any meeting space or Third Party Service Provider property, and in relation to any payments made by WeMeet to Hosts. If we are unable to collect payment from you, you agree to remit payment for any damage to the meeting space or property to the applicable Host or Third-Party Service Provider or to WeMeet (if applicable).

Both Guests and Hosts and Third Party Service Providers agree to cooperate with and assist WeMeet in good faith, and to provide WeMeet with such information and take such actions as may be reasonably requested by WeMeet, in connection with any complaints or claims made by Members relating to meeting spaces or any personal or other property located at an meeting space or with respect to any investigation undertaken by WeMeet or a representative of WeMeet regarding use or abuse of the Site, Application or the Services. If you are a Guest, upon WeMeet's reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Host, at no cost to you, which process will be conducted by WeMeet or a third party selected by WeMeet, with respect to losses for which the Host is requesting payment from WeMeet.

If you are a Guest, you understand and agree that WeMeet reserves the right, in its sole discretion, to make a claim under your businessowner's, homeowner's,

renter's or other insurance policy related to any damage or loss that you may have caused or been responsible for or to a meeting space or any personal or other property located at a meeting space. You agree to cooperate with and assist WeMeet in good faith, and to provide WeMeet with such information as may be reasonably requested by WeMeet, in order to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as WeMeet may reasonably request to assist WeMeet in accomplishing the foregoing.

Foreign Currency

WeMeet's online platform facilitates bookings between Guests and Hosts who may prefer to pay and to receive payments in different currencies, which may require foreign currency conversions to accommodate these differing currency preferences. Although the WeMeet platform may allow users to view the price of Listings and services in a number of currencies, the currencies available for users to make and receive payments may be limited, and may not include the default currency in any given geographic location.

Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time.

Key definitions

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including, without

limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an WeMeet Guest or Host;
- offer, as a Host, any meeting space that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list meeting spaces as a Host if you are serving in the capacity of a rental agent or listing agent for a third party);
- offer, as a Host, any meeting space that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;
- register for more than one WeMeet Account or register for an WeMeet Account on behalf of an individual other than yourself;
- unless WeMeet explicitly permits otherwise, request or book a stay at any meeting space if you will not actually be staying at the meeting space yourself;
- contact a Host for any purpose other than asking a question related to a booking, such as Host's meeting spaces or Listings;
- contact a Guest for any purpose other than asking a question related to a booking or such Guest's use of the Site, Application and Services;
- recruit or otherwise solicit any Host or other Member to join third-party services or websites that are competitive to WeMeet, without WeMeet's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content to find a Host or Guest and then complete a booking of an meeting space independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to WeMeet's provision of the Services or for any other reasons;
- as a Host, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that: (i) infringes,

misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, WeMeet's name, any WeMeet trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without WeMeet's express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, WeMeet's computer systems, or the technical delivery systems of WeMeet's providers;
- attempt to probe, scan, or test the vulnerability of any WeMeet system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by WeMeet or any of WeMeet's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

WeMeet has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

WeMeet may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against WeMeet or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our

agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of WeMeet, its users, or members of the public. You acknowledge that WeMeet has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. WeMeet reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that WeMeet, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

Privacy

See WeMeet's Privacy Policy at wemeet.nl for information and notices concerning WeMeet's collection and use of your personal information.

Ownership

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the Netherlands and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of WeMeet and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content.

Application License

Subject to your compliance with these Terms, WeMeet grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application. WeMeet reserves all rights in the Application not expressly granted to you by these Terms.

WeMeet Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, WeMeet grants you a limited, non-exclusive, non-transferable license, to (i) access and view any WeMeet Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for non-commercial purposes. You have no right to

sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by WeMeet or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application and Services, you hereby grant to WeMeet a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. WeMeet does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to WeMeet the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or WeMeet's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that WeMeet is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement by WeMeet of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources. Some portions of the WeMeet platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located at, www.google.com

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of WeMeet used herein are trademarks or registered trademarks of WeMeet. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Suspension, Termination and WeMeet Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your WeMeet Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your WeMeet Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Application, Services, your WeMeet Account, your Member Content, or receive assistance from WeMeet Customer Service, (b) any pending or accepted future bookings as either Host or Guest will be immediately terminated, (c) we may communicate to your Guests or Hosts that a potential or confirmed booking has been cancelled, (d) we may refund your Guests in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Guests to inform them about potential alternate meeting spaces with other Hosts that may be available on the Site, Application and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your WeMeet Account. You may cancel your WeMeet Account at any time via the "Cancel Account" feature of the Services or by sending an email to contact@wemeet.nl Please note that if your WeMeet Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT AND PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR

SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT WEMEET DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS AND THIRD PARTY SERVICE PROVIDERS. WEMEET MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, MEETING SPACES, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION, OR SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOSTS OR GUESTS. YOU UNDERSTAND THAT WEMEET DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY MEETING SPACES. WEMEET MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY WEMEET. NOTWITHSTANDING WEMEET'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE HOSTS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM GUESTS ON BEHALF OF THE HOSTS, WEMEET EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY MEETING SPACES VIA THE SITE, APPLICATION AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF WEMEET WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER WEMEET NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE

PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY MEETING SPACE VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WEMEET HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE HOSTS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE WEMEET HOST GUARANTEE, IN NO EVENT WILL WEMEET'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY MEETING SPACE VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY MEETING SPACE OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A GUEST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A HOST, THE AMOUNTS PAID BY WEMEET TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED EURO'S (€100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN WEMEET AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to release, defend, indemnify, and hold WeMeet and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of a meeting space, or (iii)

creation of a Listing; (d) the use, condition or rental of an meeting space by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a meeting space.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between WeMeet and you regarding the Site, Application, Services, Collective Content, Referral Program, and any bookings or Listings of meeting spaces made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between WeMeet and you regarding bookings or listings of meeting spaces, the Site, Application, Services, Collective Content and Referral Program.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without WeMeet's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. WeMeet may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by WeMeet (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the Netherlands. Any dispute arising from this agreement will be submitted to the competent court in the Netherlands

Contacting WeMeet

If you have any questions about these Terms, please contact WeMeet at contact@wemeet.nl

We Meet B.V.

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