

## Vipio Terms of Use Version April 5, 2022

These Terms of Use apply when you use our services, including the platform. We recommend that you carefully read these terms when using our services.

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### 1. Definitions

1.1. In these Terms of Use, capitalized terms shall have the following meanings:

<u>Provider:</u>	The natural or legal person, acting in the exercise of a profession or business, who offers Arrangements via the Platform to Ge-users.
<u>Account:</u>	The personal environment on the Platform of a Provider or a User that allows use of the Services offered through the Platform.
<u>Arrangement:</u>	Unique overnight stays and/or holidays booked through the Platform. Users are offered by Providers in the form of a fixed offer or a Last Minute Offer.
<u>Content:</u>	The material posted by Provider regarding the offering Arrangements, including but not limited to information, photos and hyperlinks.
<u>Employ:</u>	All services offered by Vipio, consisting of offering the Account and the Platform, with which Users can book Arrangements with Providers.
<u>User:</u>	The natural person who uses Vipio's Services with a view to concluding an agreement with Provider via the Platform for purposes outside the exercise of his profession or business.
<u>IP rights:</u>	All intellectual property rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as domain names and know-how and related rights.
<u>Check-in day:</u>	The predetermined specific date or a date to be specified by the User via Vipio within a certain period based on availability as specified by the Provider, on which the Arrangement takes place and where the User must check in.
<u>Last Minute Offers</u>	A special selection of overnight stays offered at a significant discount on the website for a limited period, which is specified on the website. This offer is offered on a first-come, first-served basis. For these offers, the user pays a fixed amount in service costs to Vipio.
<u>Platform:</u>	The online platform accessible through the Website through which Users can book Packages with Providers.
<u>Amount Due:</u>	The price (including VAT) published on the Platform for a User booked Package as well as any service charges due, which are not included in the price shown.
<u>Vipio:</u>	Vipio BV, located at Vaart ZZ 1D, 9401 GE Assen, The Netherlands.
<u>Website:</u>	The website <a href="http://www.vipio.com">www.vipio.com</a> on which the Platform and other Services of Vipio are accessible.

### 2. Applicability and Changes

- 2.1. These Terms of Use constitute the agreement between the User and Vipio.
- 2.2. These Terms of Use apply to the use of the Services and are effective from the moment User uses the Services.
- 2.3. Vipio reserves the right to unilaterally amend these Terms of Use at any time. The amended Terms of Use will be announced at least thirty days before their effective date via our Website, Platform, and/or email. If the User does not agree to the amendment(s), they may terminate their Account until the

effective date. If the User has not terminated their Account before the effective date, the amendment(s) will be deemed accepted.

- 2.4. If and to the extent that any provision of these Terms of Use is, becomes or becomes invalid, void or unenforceable in whole or in part, such invalidity, voidness or unenforceability shall not affect the remaining provisions, and these Terms of Use shall otherwise remain in full force and effect.

### **3. Services**

- 3.1. Under these Terms of Use, Vipio offers the Platform, which allows Users to book Packages directly with Providers. In its role as intermediary, Vipio's services are therefore limited to providing the Account and the Platform, booking the Package with the Provider on behalf of the User, and paying for the Package to the Provider, the latter in accordance with Article 6.
- 3.2. When booking a Package, an agreement is formed between the User and the Provider. Vipio is not a party to the agreement between the User and the Provider, is not the provider of the Package, and does not act as the Provider's representative.
- 3.3. Vipio is entitled to remove or change Arrangements at any time, even if the Arrangement is still active, without becoming liable for damages to the User and/or Provider in any way.

### **4. Account**

- 4.1. The User must create an Account before booking the Package through the Platform. The User must provide all required information before the Account can be created.
- 4.2. User warrants to provide true and accurate information when creating and managing the Account and will not create an Account in the name of a third party without the permission of that third party.
- 4.3. The User is responsible for the accuracy of the data entered and the confidentiality of the login details, as well as for the actions performed with the Account. If the User suspects that the Account is being misused, the User will immediately report this to Vipio via [viainfo@vipio.com](mailto:viainfo@vipio.com), so that Vipio can take measures to prevent abuse.
- 4.4. The User guarantees that they are at least 18 years of age or have obtained parental/guardian permission when creating an Account. Vipio may verify compliance with this requirement.
- 4.5. Vipio may decide not to allow a User to create an Account if not all required information is provided, these Terms of Use are not complied with and/or have not been complied with in the past or because it has a (different) valid reason for doing so, without being obliged to pay any compensation for damages.

### **5. Offer Arrangements**

- 5.1. Through the Platform, the User can book Packages from Providers. The Package is available at a fixed price until it is removed by Vipio or the Provider. After that, the User can no longer book the Package.
- 5.2. In the event of abuse, an obvious case of error or if Vipio deems there to be another valid reason for this, Vipio is at all times entitled to deny the User access to the offer, the Platform and/or the Website, without being liable for any compensation for damages.
- 5.3. The User understands that Vipio only serves as a facilitator and therefore has no control over, nor is it responsible for, the accuracy of the Provider's Content describing a Package, and/or the content or quality of a Package. Vipio merely provides the Platform. If it later turns out that (the description or quality of) a Package is incorrect, incomplete, or otherwise inadequate, Vipio will not be liable for this.

## **6. Booking and payment**

- 6.1. If the User books an Arrangement, the User must immediately pay the Amount Due, in accordance with Vipio's instructions.
- 6.2. For some Packages, it's possible to pay the Amount Due in installments. If this is the case, it will be explicitly stated on the Website for each Package.
  - 6.2.1. With such an Arrangement, the payment schedule is also specified on the Website, stating the specific payment terms. The User must strictly adhere to this payment schedule and pay the amounts no later than the agreed-upon instalments. If the User misses one payment instalment, all remaining instalments become immediately due and payable. If the User does not pay the full amount within five (5) business days, Vipio may cancel the Arrangement.
- 6.3. After payment, the User will receive a confirmation email from Vipio, containing the agreement between the Provider and the User and a booking confirmation. The information in the confirmation email can be used to access the Package and access other necessary information, including the procedure for selecting a date, the Provider's contact details, and the location of the Package. The Provider may impose additional requirements on the User's access to a Package.
- 6.4. If there is no payment in installments and the User does not immediately pay the Amount Due to Vipio:
  - 6.4.1. Vipio will send a written reminder, offering the User 14 days to comply with the payment obligation. If payment is not made within this period, the User will be in default, and from that moment on, the User will owe statutory interest and extrajudicial collection costs. The User will not have access to the unpaid Arrangement until the Amount Due has been paid in full;
  - 6.4.2. Vipio may decide that the User may no longer book an Arrangement until the Amount Due has been paid; and
  - 6.4.3. Can the agreement be terminated due to non-compliance by the User and is the User liable for all damage caused thereby?
- 6.5. Vipio may use third-party service providers to pay for the Arrangement. Payment through a third-party service provider is made at the User's own risk and expense and subject to the terms and conditions of that third-party service provider.

## **7. Change and cancel**

- 7.1. Neither the User nor the Provider is entitled to change the time or date of the Arrangement after it has been determined, unless the Provider and the User make other written arrangements in this regard at the request of the User.
- 7.2. The Provider is obligated to ensure that the Arrangements proceed and may not cancel them. In the event of force majeure on the Provider's side, which prevents the Arrangement from proceeding, the Provider will notify the User and provide a suitable alternative.
- 7.3. The User is entitled to cancel Arrangements in accordance with the cancellation conditions stated with the Arrangement. To cancel. If the User cancels a Package, cancellation fees may apply in accordance with the cancellation policy stated with the Package. The User must then pay these cancellation fees to Vipio.
- 7.4. If the User cancels after payment has been made to Vipio, the Provider must refund the amount to be refunded to Vipio, so that Vipio can refund the User in a timely manner. However, Vipio is not liable for late or incomplete refunds by the Provider. Therefore, Vipio will only be required to refund the User after

it has actually received the relevant amount from the Provider.

## **8. Complaints, reports and abuse**

- 8.1. In the event of complaints about an Arrangement, the Content, the Provider's conduct and/or other actions, or about payments and cancellations, the User must first contact the Provider, as Vipio only facilitates the Platform. If the parties cannot reach a resolution after proper consultation, the User may contact Vipio to explore whether Vipio can reasonably mediate the dispute. Vipio is under no circumstances obligated to resolve the dispute and also reserves the right to refrain from such mediation.
- 8.2. If Vipio determines that the Services and/or Platform are being misused, it may temporarily or permanently deny the User access to its Services, Website, and/or Platform. Vipio is not liable for any compensation.
- 8.3. The User is obliged to follow Vipio's instructions at all times, including but not limited to circumstances that arise during an auction, payments and other circumstances that arise for which these Terms of Use do not provide.

## **9. IP rights and license for use**

- 9.1. All Content and other materials within the Website and Platform environment are the property of Vipio or its licensors. The User obtains a non-exclusive, non-transferable, non-pledgeable, and non-sublicensable right to use the Content and other materials when using the Services.
- 9.2. It is not permitted to publish, copy or use Content and other materials for purposes other than those stated in these Terms of Use without the permission of Vipio.

## **10. Processing of personal data**

- 10.1. Vipio processes personal data of Users as set out in the [Privacy Statement](#).
- 10.2. The Provider may also process personal data of Users in connection with the Arrangements. The Provider's Privacy Statement applies to the processing by the Provider. Vipio recommends consulting this Privacy Statement before purchasing an Arrangement from the relevant Provider.

## **11. Warranties, Disclaimers and Liability**

- 11.1. The Services, the Website, and the Platform are provided "as is." Use thereof is at the User's own risk and expense. Vipio expressly excludes all express and implied warranties, representations, and indemnities of any kind, including those regarding the quality, security, integrity, and accuracy of the Platform, the Website, and the Services. The User acknowledges and accepts that (technical) imperfections may occur and that (maintenance) work may be performed, resulting in the Platform or the Provider/User's Account being (temporarily) unavailable or resulting in, for example, a double booking, whether or not due to a delay in the connection between various calendar functions of the Provider and Vipio. Vipio is not liable for any damage suffered by the User as a result of the aforementioned events.
- 11.2. Vipio offers no guarantees regarding the accuracy or completeness of the Provider's Content or other material and is not liable for damages related to incorrect, incomplete, outdated, infringing, or otherwise unlawful Provider's Content or other material in connection with the Services, the Website, and the Platform. Vipio may remove Content and other material if it deems this necessary.
- 11.3. Vipio accepts no liability, including for damages resulting from the Website and/or the Platform, the use of Services or applications made available through the Website/Platform by third parties, such as payment services, the content of hyperlinks to third-party websites and/or as a result of any disputes between the Provider and Users. If and to the extent that Vipio is nevertheless liable for damages, its liability is limited to an amount equal to €500.
- 11.4. The User indemnifies Vipio against all damages and costs resulting from the Arrangements offered by the Provider, in connection with the content, execution, cancellation or termination of Arrangements, as a result of any event during the Arrangement or in connection with guarantees from the Provider.
- 11.5. This provision is not intended to exclude Vipio's liability for intent and/or deliberate recklessness on

the part of Vipio itself ("own actions") and/or the management of Vipio.

**12. Duration and termination**

- 12.1. The Account is created for an indefinite period and can be deactivated and/or deleted at the request of the User via [info@vipio.com](mailto:info@vipio.com). Vipio will send the User a confirmation of cancellation/deactivation by email. The account cannot be deactivated/deleted if there are any outstanding payments or if there are other matters that need to be handled (partly) by the User.
- 12.2. Vipio may decide to block, deactivate, or delete a User's Account if these Terms of Use are not being complied with and/or have not been complied with in the past, or if it has a (other) valid reason for doing so, without being liable for any damages. In such cases, Vipio may temporarily or permanently deny access to the Platform, depending on the nature, severity, and duration of the violation.
- 12.3. User will no longer be entitled to any Services provided through the Platform if the Account is deleted/deactivated, including but not limited to purchasing Packages.

**13. Varia**

- 13.1. These Terms of Use are governed by Dutch law. Disputes between the User and Vipio will be submitted to the competent court in the district of Northern Netherlands, Assen.
- 13.2. In the event of any dispute regarding the interpretation of these Terms of Use, only the Dutch version shall be binding.
- 13.3. If you have any questions about these Terms of Use, User may contact the Customer Support department at [info@vipio.com](mailto:info@vipio.com).