

Vipio's User Terms and Conditions

Version 5 April 2022

These User Terms and Conditions apply whenever you use our services, including the platform. We recommend that you read these terms and conditions carefully.

1. Definitions

1.1. In these User Terms and Conditions, the following terms are defined as follows:

Owner:	The natural or legal person, acting to exercise a profession or run a business, who offers Packages to Users through the Platform.
Account:	The personal environment on the Platform of an Owner or a User to use the Services offered through the Platform.
Package:	Unique stays and/or holidays that the Owners offer through the Platform, such as permanent offers or auctions.
Commission:	The percentage of the price (excluding VAT) published on the Platform of each booked Package that the Owner has to pay to Vipio.
Content:	The material posted by the Owner with respect to offering Packages, including but not limited to information, photos and hyperlinks.
Service:	All services offered by Vipio, including the provision of the Account and the Platform, enabling Users to book Packages with the Owners.
User:	The natural person using Vipio's Services to conclude an agreement with the Owner on the Platform for purposes outside the scope of their profession or business.
IP rights:	All intellectual property rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database and related rights, as well as domain names and know-how and related rights.
Check-in date:	A predetermined specific date or a date to be specified by the User through Vipio within a specific period based on availability as specified by the Owner, on which the Package takes place and on which the User must check in. Packages with a Check-in date, as well as those without a Check-in date (Vouchers), can be booked through Vipio.
Platform:	The online platform accessible through the Website on which Users can book Packages with Owners.
Amount Due:	The price published on the Platform (including VAT) for a Package booked by the User and any Commission due, which is not included in the price shown.
Vipio:	Vipio B.V., located at Vaart Z.Z. 1D, 9401 GE in Assen, the Netherlands.
Voucher:	A booking of a Package without a Check-in date. Packages with a Check-in date, as well as those without a Check-in date (Vouchers), can be booked through Vipio.
Website:	The website www.vipio.com , where the Platform and other Vipio Services are accessible. http://www.vipio.com/

2. Applicability and Amendments

- 2.1. These User Terms and Conditions apply to the use of the Services and apply from the moment the User makes use of the Services.
- 2.2. Vipio is entitled to unilaterally amend these User Terms and Conditions at any time. The amended User Terms and Conditions will be announced on our Website, our Platform and/or by email at least thirty

days prior to its entry into force. If the User does not wish to agree to the relevant amendment(s), the User may terminate its Account until such time as the amendment(s) enter into force. If the User has not terminated its Account before the effective date, the amendment(s) will be deemed to have been accepted.

- 2.3. If and insofar as any provision in these User Terms and Conditions is, appears to be or becomes invalid, void or unenforceable in whole or in part, this invalidity, nullity or unenforceability will not affect the other provisions, and these User Terms and Conditions will remain in full force and applicable.

3. Services

- 3.1. These User Terms and Conditions constitute the agreement between the User and Vipio. Subject to these User Terms and Conditions, Vipio provides this Platform through which Users can bid on Packages of Owners or book the Packages directly with the Owners. Vipio takes care of booking the Package with the Owner on behalf of the User and for payment of the Package to the Owner, in accordance with Article 6.
- 3.2. In the event of a winning bid or a booking of a permanent offer, an agreement is concluded between the Owner and User. Vipio does not become party to the agreement between the Owner and User, is not the purchaser of the Package and will not act as a representative of the Owner.
- 3.3. Vipio is always entitled to remove or change Packages, even when the auction and/or the permanent offer is still active, without becoming liable for damages towards User and/or Owner in any way whatsoever.

4. Account

- 4.1. The User must create an Account before being able to participate in an auction and book permanent offers through the Platform. The User must enter all mandatory information before the Account can be created.
- 4.2. The User guarantees to provide correct and accurate data when creating and managing an Account and will not create an Account in the name of a third party without this third party's consent.
- 4.3. The User is responsible for the accuracy of the entered data, confidentiality of its login data, and the actions carried out through the Account. If the User suspects that the Account is being misused, the User will immediately report this to Vipio at info@vipio.com so that Vipio can take measures to prevent the misuse and protect its Users.
- 4.4. The User guarantees to be 18 years of age or to have obtained consent from parents/guardians when creating an Account. Vipio can verify compliance with this condition.
- 4.5. Vipio may decide to refuse the User permission to create an Account if all required information is not provided and/or these User Terms and Conditions have been repeatedly breached by the User in the past that led to the termination of the provision of Services or if it has any (other) justifiable reason for doing so without being liable for any compensation.

5. Package offers

- 5.1. Through the Platform, the User can bid for or make use of the following types of Packages from Owners.
 - 5.1.1. Auction. The User with the highest bid at the end of a given period wins unless the minimum price specified, if any, is not achieved. By bidding at the auction and in the event of winning, the User commits to pay their bid price, which is the highest bid. Vipio or an Owner may remove an auction of a Package at any time and without stating any reasons. After that, the User can no longer book the Package.
 - 5.1.2. Permanent offers. The Package is available at a fixed price until the moment that Vipio or the Owner removes the Package. After that, the User can no longer book the Package.

- 5.2. The Owner may not (indirectly) bid on its Packages at auctions or engage third parties to do so. Vipio may investigate if a violation is suspected in this regard.
- 5.3. The User understands and guarantees that it will not commit any misuse or fraudulent acts to win an auction or with respect to booking a permanent offer, including but not limited to the engagement of third parties.
- 5.4. In the event of misuse, an obvious error, or if, in Vipio's opinion, there is any other valid reason, Vipio is entitled to remove bids at any time or to deny the User access to the permanent offer, the Platform and/or the Website, without being obliged to compensate any damages.
- 5.5. The User understands that Vipio only has a facilitating role and is not responsible for (the accuracy of) the Owner's Content used for describing a Package and/or what is included in a Package.

6. Booking and payment

- 6.1. If the User books a permanent offer, the User must immediately pay the amount due in accordance with Vipio's instructions. If the User wins an auction, the User has to pay the amount due at the latest within the period indicated in the confirmation email, in accordance with Vipio's instructions. The User owes Vipio a 9% commission (incl. VAT) on each auction won.
- 6.2. After payment, the User will receive a confirmation email from Vipio containing the agreement between the Owner and the User and, depending on the booked Package, a Voucher or booking confirmation. The information in the confirmation email can be used to access the Package as well as other necessary information, including the procedure for determining a date, the Owner's contact details and the Package location. The Owner may impose additional requirements for access to a Package.
- 6.3. If in the event of an auction, the User does not pay the Amount Due to Vipio within the stipulated time, the User will automatically be in default vis-à-vis Vipio and the Owner without a separate notice of default being required. From that moment:
 - 6.3.1. The User will owe statutory interest on the Amount Due;
 - 6.3.2. The User will not be able to use the Package that has not been paid for;
 - 6.3.3. Vipio may decide that the User may no longer place bids until the Amount Due has been paid; and
 - 6.3.4. The agreement may be dissolved due to non-performance by the User, and the User will be liable for any damages caused as a result. The Commission remains payable.
- 6.4. Vipio may use third-party service providers for payment of the Package. Payment through a third-party service provider will be at the expense and risk of the User and subject to the general terms and conditions applied by this third-party service provider.

7. Amendments and cancellations

- 7.1. The User and the Owner are not entitled to change the time or date of the Package after its confirmation unless the Owner and the User make other written agreements in this respect at the User's request.
- 7.2. The Owner is obliged to honour Packages and may not cancel them. In the event of force majeure on the Owner's part whereby the Package cannot be used, the Owner will immediately communicate this to the User and provide an appropriate alternative.
- 7.3. The User is entitled to cancel Packages with a Check-in date as described on our [FAQ page](#) if the User pays the cancellation fee specified in Article 7.5. <https://www.vipio.com/nl/help/faq?type=buyer>
- 7.4. The User is entitled to withdraw or cancel Vouchers without stating any reasons at the latest within 14 days after receipt of the Voucher by means of the Vipio [standard form](#) without having to pay any cancellation fee unless one of the exceptions, as described on our [FAQ page](#), applies. <https://www.vipio.com/nl/herroepinghttps://www.vipio.com/nl/help/faq?type=buyer>
- 7.5. If the User cancels a Package, a cancellation fee may apply in accordance with the cancellation conditions stated for the Package. The User must then pay these cancellation costs to Vipio.

- 7.6. If the User cancels after payment to Vipio has been made, the Owner must pay back the amount to be returned to Vipio so that Vipio can refund the User on time. However, Vipio is not liable for late or incomplete refunds from the Owner. Vipio will, therefore, only be required to refund the User after it has actually received the relevant amount from the Owner.

8. Complaints, reports and misuse

- 8.1. The User may contact Vipio in case of complaints regarding a Package, the Content, the Owner's conduct and/or other behaviour, or regarding payments and cancellations. Vipio will make reasonable efforts to resolve any disputes between the Owner and the User.
- 8.2. If Vipio detects misuse regarding the use of the Services and/or the Platform, it can temporarily or permanently deny the User access to its Services and/or Platform. Vipio is not liable for any damages.
- 8.3. The User is obliged to follow Vipio's instructions at all times, including but not limited to circumstances occurring at the time of payments and other circumstances not provided for in these User Terms and Conditions.

9. IP rights and user licence

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

10. Processing personal data

- 10.1. Vipio processes the User's personal data as laid down in the [Privacy Statement](https://www.vipio.com/privacy-statement). <https://www.vipio.com/privacy-statement>
- 10.2. The Owner may also process the Users' personal data in connection with the Packages. Processing performed by the Owner is subject to the Owner's Privacy Statement. Vipio recommends consulting it before purchasing a Package from the relevant Owner.

11. Guarantees, Indemnities and Liability

- 11.1. The Services, Website and the Platform are provided "as is". The use of these is at the risk and expense of the User. Vipio expressly excludes explicit and implicit guarantees, assurances and indemnities of any kind, including those concerning the quality, safety, integrity and accuracy of the Platform, Website and the Services. The User acknowledges and accepts that (technical) imperfection can occur and that (maintenance) work can take place, as a result of which the Platform or the Owner's/User's Account will be (temporarily) unavailable or as a result of which, for example, a double booking could occur, whether or not due to a delay in the link between the Owner's and Vipio's various calendar functions. Vipio is not liable for any damages suffered by the User as a result of the eventualities mentioned above.
- 11.2. Vipio does not offer any guarantee regarding the accuracy and completeness of the Owner's Content and other material and is not liable for damages relating to the Owner's incorrect, incomplete, outdated, infringing or otherwise (unlawful) Content in connection with the Services, 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 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 Owner and Users. If and insofar as Vipio is liable for damages, its liability is limited to an amount of €500.
- 11.4. The User indemnifies Vipio against all damages and costs resulting from Packages offered by the Owner, in connection with the content, performance, cancellation or termination of Packages, as a result of any event during the Package and in connection with guarantees given by the Owner.

11.5. This provision does not purport to exclude Vipio's liability for wilful misconduct and/or deliberate recklessness on the part of Vipio itself ("own actions") and/or its management.

12. Duration and termination

- 12.1. The Account is created for an indefinite period and can be deactivated and/or deleted at the Owner's request, sent to info@vipio.com. Vipio will send a cancellation/deactivation confirmation to the Owner by email. The Account cannot be deactivated/deleted if there are still outstanding payments or bids or other matters that need to be dealt with (also) by the User. <mailto:info@vipio.com>
- 12.2. Vipio can decide to block, deactivate or remove the User's Account if these User Terms and Conditions 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 compensate any damages. Vipio can also temporarily or permanently deny access to the Platform, depending on the nature, severity and duration of the violation.
- 12.3. The User can no longer claim the Services provided through the Platform if the Account has been deleted/deactivated, including but not limited to booking Packages.

13. Varia

- 13.1. These User Terms and Conditions are governed by Dutch law. Disputes between the User and Vipio will be brought before the competent court in the district of Northern Netherlands, location Assen.
- 13.2. For questions regarding these User Terms and Conditions, the User can contact the Customer Support department at info@vipio.com. <mailto:info@vipio.com>