

# TERMS AND CONDITIONS

## BEDANDBREAKFAST.EU B.V.

*Date* January 3, 2023

Bedandbreakfast.eu B.V. offers its Services across the internet by way of Software-as-a-Service SaaS. The below Terms and Conditions apply to the use of these Services. By using the Services, you accept these Terms and Conditions.

Provisions or conditions that depart from or do not occur in these Terms and Conditions will only obligate Bedandbreakfast.eu B.V. if and insofar as these have been expressly accepted in writing by Bedandbreakfast.eu B.V. Bedandbreakfast.eu B.V. simply offers an online platform and is, in its own capacity, not party to agreements concluded between the Provider and the Customer.

### ARTICLE 1. DEFINITIONS

Terms that have been capitalised in these Terms and Conditions are defined as follows.

- 1.1. **Account:** right of access to a user interface with which the Provider can manage and configure (certain aspects of) the Service(s), including configuration of Data and/or Advertising Material itself.
- 1.2. **Addendum:** an addendum attached to these Terms and Conditions.
- 1.3. **Additional Work:** tasks or other output performed by BBEU that exceed the content and/or scope of tasks and/or output as agreed in the Contract, or changes to tasks or output (including amendments to performance specifications).
- 1.4. **Advertising Material:** the advertisements, consisting of texts, images and links.
- 1.5. **BBEU:** the company known as Bedandbreakfast.eu B.V., based at Zandkasteel 43 in Eindhoven and registered with the Chamber of Commerce, document number 50090933.
- 1.6. **Reservation requests:** subscription type according to which Customers can submit reservation requests to Providers. Providers are free to accept or refuse reservation requests. The conditions in Addendum 1 apply in addition to the Terms and Conditions.
- 1.7. **Contract:** every contract concluded between BBEU and the Provider, on the basis of which BBEU provides Services to the Provider.
- 1.8. **Customer:** the natural person, not engaged in a profession or trade, who can use the platform to search for accommodations and submit requests for quotations.
- 1.9. **Data:** the details provided by the Provider, which are saved, displayed or otherwise processed by means of the Services.
- 1.10. **Intellectual Property Rights:** all intellectual property and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and know-how rights.
- 1.11. **Maintenance:** all activities undertaken by BBEU that should result in the consistent optimised performance of the Services.
- 1.12. **Provider:** The natural person or legal entity, engaged a profession or trade, that offers accommodations via the platform provided by Bedandbreakfast.eu B.V. and with which Bed & Breakfast B.V. has concluded a Contract.
- 1.13. **Service(s):** the service(s) that BBEU will provide on behalf of the Provider.
- 1.14. **Support:** all actions undertaken by BBEU with respect to the support of communication between parties and the performance of the Services, including but not limited to the answering of questions that the Provider may have about how the Services work.

- 1.15. **Terms and Conditions:** the provisions contained in the current document.
- 1.16. **Website:** the BBEU website, which can be accessed via domains [www.bedandbreakfast.nl](http://www.bedandbreakfast.nl), [www.bedandbreakfast.eu](http://www.bedandbreakfast.eu), [www.bookbnb.it](http://www.bookbnb.it) as well as subdomains and other extensions of the aforementioned domains.

## **ARTICLE 2. USE OF SERVICES**

- 2.1. The Services offered to the Provider include – but are not limited to – the opportunity to offer accommodations across an online platform, manage reservation and generate statistics. The Provider in its own capacity determines its use of the Services and the specific objectives of this use.
- 2.2. In order to use the Services, the Provider must first register. Following registration, the Provider can log directly onto the Account and use the Services. The Provider may only use the Services if it can guarantee compliance with the conditions contained in Addendum 3.
- 2.3. The Provider offers its accommodation by means of Reservation Requests. Additional provisions as stipulated in attached Addendum 1 apply.
- 2.4. The provider must prevent unauthorised persons from accessing the account by means of the username and password. The provider must, in particular, keep the password confidential. BBEU will assume that whatever activities occur on the Account of the Provider, following login with the appropriate username and password, are taking place under the guidance and supervision of the Provider. The Provider is therefore liable for all these activities, unless the Provider has informed BBEU that the password has been compromised by another party.
- 2.5. If misuse of the Account is suspected, the Provider must immediately inform BBEU and change the (login) credentials.
- 2.6. The Provider accepts the fact that Customers may post reviews about the services and accommodation of the Provider on the Provider's listing page. BBEU cannot influence these reviews and accepts no liability related to the content of such reviews.
- 2.7. Only Customers who have concluded agreements with the Provider via the Website have the right to post reviews on the Provider's presentation page. The Provider thereby acknowledges that the relevant rating will consist of the subjective opinions and experiences of Customers, manifested as a rating calculated by BBEU. BBEU reserves the right to delete reviews that it believes to be offensive, sexually-themed or inappropriate.
- 2.8. Reviews on the website must always be submitted by Customers who have concluded an agreement with the Provider. The Provider may not copy reviews from other websites or from its own guestbook. BBEU reserves the right to delete reviews with questionable integrity from the website.
- 2.9. Personal data is processed when the Services are used. The provisions contained in article 10 of these Terms and Conditions apply to the processing of personal data.
- 2.10. If the Provider enters into an agreement with a Customer who is not acting in a professional or commercial capacity, the Provider is obligated to observe all applicable legislation and regulations, including in all cases – but not limited to – applicable consumer legislation. As part of the obligations forthcoming from consumer legislation, the Provider must in all cases comply with the conditions as stipulated in Addendum 1. The Provider always remains responsible and liable for observance of consumer legislation, insofar as imperative law does not stipulate otherwise. The Provider indemnifies BBEU from all third-party claims (including fines imposed by regulators) involving payment of costs, interest or compensation for loss, related to the non-observance of consumer legislation.

## **ARTICLE 3. RULES OF USE**

- 3.1. In using the Services, the Provider is prohibited from violating the laws and regulations of the Netherlands, or from violating other laws/regulations applicable to the Provider or BBEU, or from violating the rights of other parties.
- 3.2. The Services are solely for the Provider's own use. The Provider is expressly prohibited from using the Services on behalf of other parties, or from providing access to the Account to other parties.
- 3.3. The Provider may only use the Services if it complies with the conditions contained in Addendum 3.
- 3.4. The Provider is expressly prohibited from using the Services in a way that results in the harassment or inconveniencing of others. This includes the insertion of own scripts or software, or requesting the Services on too frequent a basis.
- 3.5. The Provider is expressly (but not exclusively) prohibited from:
  - a. using the Services in such a way that the personal privacy of others is affected, in all cases including (but not limited to) the unauthorised or unnecessary distribution of the personal data of other parties or the repeated harassment of other parties with unsolicited communication;
  - b. using the Services to offer content that is blatantly insulting, defamatory, offensive, racist, discriminatory or hateful;
  - c. distributing pornographic or erotic information (even if the information in itself is lawful);
  - d. distributing information that violates copyrights, or posting (locations of) hyperlinks, torrents or references to content that blatantly violates copyrights, neighbouring rights or image rights;
  - e. subletting the Services or otherwise making them available to other parties;
  - f. transferring the Services and/or login credentials to other parties if the Provider decides to transfer its accommodation to a third party;
  - g. acquiring listings, reviews, Advertising Material and/or other content from other providers;
  - h. sharing the login credentials with other parties; or
  - i. distributing malicious content such as viruses or spyware.
- 3.6. If BBEU notes violation of the abovementioned conditions or receives a complaint about such violation, it will issue a warning to the Provider. If an acceptable solution is not found, BBEU itself may intervene in order to halt the violation. In urgent or serious cases, BBEU may intervene without prior notice.
- 3.7. If the Provider acts in violation of the above conditions, particularly – but not limited to – the provisions contained in article 3.5., BBEU reserves the right to delete the account and its associated reviews.
- 3.8. If the Provider (repeatedly) acts in violation of the above conditions, BBEU reserves the right to block the Account of the Provider, making it impossible to use the Services. BBEU will warn the Provider prior to blocking the account. If an acceptable solution is not found, BBEU will likewise be entitled to refuse the Provider access to the Service in the future.
- 3.9. If, in the opinion of BBEU, it is faced with threats of losses or other damages that may affect the performance of the computer systems or network of BBEU or other parties and/or its internet service provision, caused in particular by excessive send-outs of email or other data, (distributed) denial-of-service attacks, poorly-secured systems or the effects of viruses, Trojans and similar software, resulting from actions by the Provider, BBEU reserves the right to implement all reasonable measures necessary in order to avert or prevent such threats. BBEU will be entitled to, within reason, recoup costs necessary for such measures from the Provider.

- 3.10. BBEU at all times reserves the right to declare punishable offences that it has observed. BBEU furthermore reserves the right to hand over the name, IP address and identifying details of a Provider to any party with a complaint related to violation of its rights or the Contract by the Provider, as long as validity of the complaint can be justified within reason, there is no other method of obtaining these details and the other party has a clear interest in declaration of the details.
- 3.11. BBEU may recoup losses resulting from violation of these rules of use from the Provider. The Provider indemnifies BBEU from all third-party claims related to losses resulting from violations of these rules of use.

#### **ARTICLE 4. ADVERTISEMENTS**

- 4.1. Advertising Material must not be in conflict with the law of the Netherlands or the Advertising Code of the Netherlands. Unless otherwise agreed, the Advertising Material may not, in particular:
- a. be erotic, pornographic, offensive, racist, discriminatory or hateful;
  - b. violate the Intellectual Property Rights of other parties;
  - c. be in conflict with public order or social morals, or be otherwise controversial, shocking, confrontational, tasteless, offensive or socially unacceptable in any other way;
  - d. harm the services and/or products supplied by BBEU.
  - e. Advertising Material must furthermore be free of faults and viruses.
- 4.2. Additionally, the conditions from Addendum 4 apply to the posting of Advertising Material on the Website.
- 4.3. Advertising Material will only become visible to Website visitors once it complies with the minimum requirements as specified in Addendum 4.
- 4.4. The Provider declares that all possible applicable payments to other parties have been made and indemnifies BBEU from any third-party claims arising from non-payment.
- 4.5. The Provider accepts full responsibility for, if applicable, the content of the Advertising Material and the content of the websites linked to the Advertising Material.
- 4.6. The Provider indemnifies BBEU from third-party claims arising from the theory that material supplied by the Provider may, in whatever way, be unlawful.
- 4.7. BBEU at all times reserves the right to refuse and/or delete Advertising Material belonging to the Provider, regardless of reason. Additionally, BBEU may modify the Advertising Material insofar as is reasonably necessary, so that it complies with the requirements of its Website and/or the requirements as mentioned in the Contract.

#### **ARTICLE 5. ONLINE PLATFORM**

- 5.1. Via the Website, BBEU exclusively offers an online platform for the establishment of an agreement between Provider and Customer. BBEU is not party to the agreement between Provider and Customer. BBEU therefore assumes no responsibility for the Provider's process, offer, supply, guarantee and service quality. These are the responsibility of the Provider.
- 5.2. The agreement between the Provider and Customer is established at the time and by the method specified by the Provider. The Provider may set conditions for establishment of this agreement. BBEU does not influence these conditions and/or the establishment of the agreement.

#### **ARTICLE 6. AVAILABILITY, MALFUNCTIONS AND MAINTENANCE**

- 6.1. BBEU will strive towards the best possible supply and availability of the Services, but does not guarantee performance of the Services and does not guarantee uninterrupted availability of the Services.

- 6.2. BBEU reserves the right to temporarily deactivate the Services, associated websites or parts thereof for the purpose of Maintenance (planned or unplanned), modification or improvement. BBEU can under no circumstances be held liable for losses suffered as a result of such deactivations.
- 6.3. BBEU reserves the right to, from time to time, modify its systems, including the Services, software and associated websites, or parts thereof, in order to improve performance and repair faults. Here, Provider feedback and suggestions are welcome, although BBEU will ultimately decide which modifications it will or will not implement.

#### **ARTICLE 7. SUPPORT**

- 7.1. BBEU will endeavour to provide Support during provision of the Services in the form of telephonic support or remote assistance that, in the opinion of BBEU, is effective and can be provided with ease and speed. However, BBEU cannot guarantee response times or the amount of Support, unless otherwise agreed in writing.
- 7.2. As a supplement to the Support stipulated in section 1, BBEU would be willing to handle certain other tasks on behalf of the Provider. At the request of the Provider, BBEU will supply a quotation for the tasks in question.
- 7.3. Insofar as is possible, BBEU will inform the Provider about Support costs in writing prior to the commencement of tasks.

#### **ARTICLE 8. ADDITIONAL WORK**

- 8.1. All changes to the Services, either on request of the provider, or resulting from the fact that a different approach is absolutely necessary due to unforeseen external circumstances, will be considered Additional Work if extra costs are involved. These costs will be charged to the Provider accordingly.
- 8.2. The right forthcoming from the previous section is on condition that BBEU has, in good time, informed the Provider about the circumstances in question and the extra costs involved. If the Provider cannot justify the additional costs involved, it has the right to cancel the uncompleted part of the Additional Work, but without any right to restitution or cancellation of charges for Additional Work already completed.

#### **ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. The Intellectual Property Rights associated with the Services, the corresponding software and all information and images are held by BBEU and/or its licensors. These may in no way whatsoever be copied or used without the express written consent of BBEU, except when required by legal order.
- 9.2. No part of this Contract is intended for the purpose of transferring Intellectual Property Rights to the Provider. The Provider's use of the Services is limited to what is specified in the Contract. The Provider will not take any action that may violate the Intellectual Property Rights of BBEU and/or its licensors.
- 9.3. BBEU hereby grants the Provider a non-exclusive, non-transferable usage right for the duration of the Contract, allowing it to use the Services in accordance with the current Terms and Conditions.
- 9.4. BBEU reserves the right to not grant, or to withdraw, the usage right as specified in the previous section if the Provider has not fulfilled its obligations in accordance with the Contract.
- 9.5. In using the Services, the Provider likewise uses the services and/or software of other parties. (Open source) (licensing) conditions of these other parties may apply. The Provider guarantees that it will accept and strictly observe these third-party conditions.

- 9.6. The Provider indemnifies BBEU from all third-party claims arising from the guarantee as specified in the previous section.
- 9.7. Information, including Data and Advertising material, which the Provider saves or processes via the Services, is and remains the property of the Provider. BBEU has the right to use this information for the benefit of the Services, including prospective improvements. The Provider acknowledges that BBEU may modify the Advertising Material to make it suitable for use on the website, or to ensure that it complies with the requirements previously specified in the Contract.
- 9.8. If the Provider sends information to BBEU, such as error feedback or improvement suggestions, the Provider grants BBEU an unlimited and perpetual right to use this information for the benefit of the Services. This does not apply to information expressly marked as confidential by the Provider.

#### **ARTICLE 10. PERSONAL DATA AND SECURITY**

- 10.1. The personal data processed by BBEU in providing the Services is governed by the General Data Protection Regulation.
- 10.2. BBEU will ensure a suitable level of security, given the risks involved in the processing – and nature – of the personal data. However, this will only apply if and insofar as the data is located in BBEU's systems or infrastructure.
- 10.3. According to the General Data Protection Regulation, the Parties must conclude agreements on the processing of personal data. Addendum 5, in which the agreements relevant to the processing of personal data are recorded, is furthermore applicable. In case of conflict between Addendum 5 and the stipulations in the general section, the stipulations from Addendum 5 will prevail. Otherwise, the stipulations will supplement one another.

#### **ARTICLE 11. LIABILITY**

- 11.1. The liability of BBEU for losses, resulting from attributable failures in the fulfilment of the Contract, from wrongful deeds or from any other actions, is excluded.
- 11.2. Insofar as liability cannot be excluded according to the law, BBEU can only be held liable by the Provider for direct losses resulting from an attributable failure in its fulfilment of this Contract. Direct losses exclusively imply:
  - a. reasonable and demonstrable costs that the Provider has had to incur in order to urge BBEU to (continue to) properly fulfil the Contract;
  - b. reasonable costs for determining the cause and scope of the loss, insofar as it relates to a direct loss as specified in this section;
  - c. reasonable and demonstrable costs incurred by the Provider in order to prevent or limit the direct loss as specified in this section.
- 11.3. BBEU will, under no circumstances, be held liable for indirect losses, consequential losses, loss of trade, loss of profit, losses due to delay, damages due to loss of data, losses due to missed deadlines resulting from changed circumstances, losses due to poor cooperation, information or materials supplied by the Provider, and losses due to instructions or recommendations provided by BBEU, the content of which does not expressly form part of the Contract.
- 11.4. The maximum amount that will be paid out in case of liability, as described in section 2 of the current article, is limited to compensation for direct losses to a maximum amount equal to fifty (5) percent of the payments that the Provider, in accordance with this Contract, has owed over the past twelve (12) months (excluding VAT), with a series of associated events counting as a single event. However, in no case will the total compensation for direct losses amount to more than 1,000.00 (excluding VAT).

- 11.5. The limitation of liability as specified in the previous sections of the current article will expire if and insofar losses are the result of intent or gross negligence on the part of BBEU operational management.
- 11.6. Liability on the part of BBEU as a result of attributable failures in fulfilment of the Contract will only be established if the Provider immediately and beyond any doubt serves BBEU with notice in writing, and a reasonable period for resolution of the failure has passed, with attributable failures on the part of BBEU in fulfilling its obligations continuing after that period. Such notice must contain the most detailed possible description of the failure to allow BBEU to respond effectively.
- 11.7. Applicability of article 6:271 et seq. of the Burgerlijke Wetboek (Civil Code) is excluded.
- 11.8. The Provider indemnifies BBEU from all claims by third-parties (including customers of the Provider) related to compensation for losses, costs or interest that may be associated with this Contract and/or the Service.

#### **ARTICLE 12. FORCE MAJEURE**

- 12.1. Neither of the parties can be bound to fulfilment of any obligation if a circumstance arises that is beyond the control of the parties and, at the time of conclusion of the Contract, could not or would not have been foreseen, and thereby nullifies any reasonable possibility of fulfilment.
- 12.2. Force majeure implies (but is not limited to): failures of public infrastructure that would normally be available to BBEU, on which supply of the Services depends, but over which BBEU does not have any actual control and cannot invoke a fulfilment obligation, such as internet networks with which BBEU has not concluded any contracts; failures of BBEU infrastructure and/or Services caused by cyber criminality, such as (D)DOS attacks or failed/successful attempts to circumvent network or system security; failures by suppliers of BBEU that have been unable to supply BBEU, but that BBEU cannot hold liable, perhaps because the supplier in question (likewise) encountered force majeure; defects affecting items, equipment, software or other source materials, the use of which has been recommended by the Provider; unavailability of staff members/temporary staff (due to illness or other reasons); government measures, general transport problems, strikes, war, terror attacks and domestic unrest.
- 12.3. If a state of force majeure persists for longer than thirty (30) days, both parties are entitled to written annulment of the Contract. In such a case, whatever tasks have already been completed in accordance with the Contract will be settled on a pro rata basis, with no further obligations binding either party.

#### **ARTICLE 13. CONFIDENTIALITY**

- 13.1. The parties will treat information, which they provide to one another before, during or after fulfilment of the Contract, with confidentiality if this information has been marked as confidential or if the receiving party is aware or should, within reason, be aware that confidentiality of the information was intended. The parties will furthermore enforce this obligation among their employees, as well as other parties involved in fulfilment of the Contract.
- 13.2. BBEU will not view Data that the Provider saves and/or distributes via BBEU's systems unless this is necessary for the effective fulfilment of the Contract, or if BBEU is obligated to do so in accordance with a legal stipulation or court order. In such a case, BBEU will endeavour to limit viewing to a minimum, insofar as this is within its power.
- 13.3. The confidentiality obligation will remain in force even after termination of the Contract for whatever reason, certainly for as long as the issuing party can, within reason, claim that the information is confidential by nature.

#### **ARTICLE 14. PROCEDURE FOLLOWING TERMINATION**

- 14.1. In case of cancellation or termination of the Contract for whatever reason, BBEU reserves the right to – immediately or two years at most after the date on which the Contract expires – halt or discontinue the Services and delete or block all Data and/or Advertising Material belonging to the Provider. In such a case, BBEU is not obligated to voluntarily provide a copy of this data. However, the Provider can request a copy prior to termination, the costs of which will be charged to the Provider.

#### **ARTICLE 15. AMENDMENT OF THE CONTRACT**

- 15.1. BBEU reserves the right to amend or supplement the Services and these Terms and Conditions. Amendments will also apply to Contracts already concluded, taking into account a period of thirty (30) days following disclosure of the amendment.
- 15.2. Amendments will be disclosed on the Website, or sent to the Provider by email or via a different channel that offers BBEU proof that disclosure has been received by the Provider. Minor amendments that do not affect the content of the Contract can be implemented at any time and do not require any prior notice.
- 15.3. If the Provider does not wish to accept an amendment, the Provider must inform BBEU about this, in writing and including motivation, within fourteen (14) days of disclosure. BBEU can then reconsider the amendment. If BBEU does not withdraw the proposed amendment, the Provider can terminate the Contract before the date on which the new conditions take effect.

#### **ARTICLE 16. MISCELLANEOUS PROVISIONS**

- 16.1. The Law of the Netherlands governs the Contract.
- 16.2. Insofar as imperative law does not stipulate otherwise, all disputes that may be forthcoming from the Contract will be presided over by the court in the Netherlands with jurisdiction in the home district of BBEU.
- 16.3. “Written” in these Terms and Conditions also implies communication by email, as long as the identity of the sender and the integrity of the content are adequately defined.
- 16.4. If any provision from the Contract proves to be null, the validity of the Contract as a whole remains unaffected. In such a case, the parties will define (a) new replacement provision(s), ensuring that the new provision(s) is/are as similar to the intention of the original Contract and Terms and Conditions as is legally possible.
- 16.5. Log files and other BBEU administrative documents, whether electronic or not, are full proof of statements made by BBEU, and (electronic) versions of any communication received or saved by BBEU apply as authentic, unless proof to the contrary is supplied by the Provider.
- 16.6. BBEU is entitled to transfer its rights and obligations forthcoming from the Contract to a party assuming control of a particular service or operation.
- 16.7. The applicability of that which has been specified in article 6:227b section 1 and 6:227c of the BW (Civil Code) is expressly excluded.

#### **ADDENDUM 1 – ADDITIONAL CONDITIONS APPLICABLE TO RESERVATION REQUESTS**

#### **ARTICLE 17. PAYMENT FOR SERVICES**

- 17.1. Payment for the use of certain functions is associated with use of the Services. The provider will be informed about the costs associated with the functions in question. The specified charges must be paid in advance.
- 17.2. Payments can be made according to the payment instructions on the Website.



- 17.3. Unless expressly otherwise indicated alongside an amount, all prices specified by BBEU are exclusive of sales tax and other levies imposed by the authorities.
- 17.4. All prices in BBEU offers, pricelist(s) and/or other communication channels exclude unintentional coding and typing errors. BBEU cannot accept any liability for such errors.
- 17.5. If a price is based on details supplied by the Provider and these details prove to be incorrect, BBEU reserves the right to adjust the price accordingly, even after the Contract has been established.
- 17.6. BBEU reserves the right to increase its prices with every Contract. However, if a BBEU supplier increases its prices in the interim, BBEU can immediately pass on such an increase to the Provider on a like-for-like basis.
- 17.7. BBEU reserves the right to adjust pricing conditions in the interim and increase charges for the account of the Provider if the Provider, as a result of organisational changes, proves to no longer meet the conditions according to which it was rated when the Contract was concluded.

#### **ARTICLE 18. TERM AND CANCELLATION**

- 18.1. The Contract is established by means of offer and acceptance and is valid for a period of twelve (12) months.
- 18.2. After this period, the Contract will automatically terminate.
- 18.3. BBEU may immediately suspend or cancel the Contract in writing on at least one of the following grounds:
  - a. the Provider has defaulted in fulfilling an obligation essential to the Contract;
  - b. BBEU has received systematic complaints about the Provider, with systematic implying two (2) or more complaints within a twelve (12) month period;
  - c. the Provider has filed for bankruptcy;
  - d. the Provider has filed for suspension of payments;
  - e. the operations of the Provider have been halted or wound up.
- 18.4. Even if BBEU suspends the fulfilment of its obligations, its claims according to the law and the Contract remain in force, including claims for payment for Services that have been suspended.
- 18.5. If the Contract is terminated, any outstanding amounts owed by the Provider to BBEU will be payable immediately. In case of termination of the Contract for whatever reason, BBEU can never be held liable for restitution of payments already received from the Provider, or be held liable for any compensation of losses.
- 18.6. The right to suspend as specified in the above mentioned cases concurrently applies to all Contracts concluded with the Provider, even if default by the Provider relates to only a single Contract, and does not diminish the entitlement of BBEU to compensation for damages, loss of profit and interest.
- 18.7. BBEU may terminate the Contract if the Provider has not logged into the Account for eighteen (18) months. In such a case, BBEU will send a reminder email to the email address associated with the Provider's Account. If the Provider has not responded within one month, BBEU will be entitled to delete the Account and its associated Data and/or Advertising Material.

#### **ADDENDUM 2 – PROVIDER (INFORMATION) OBLIGATIONS**

The below obligations are based on consumer legislation. If a Provider offers its accommodation via BBEU to a Customer, not acting in a professional or commercial capacity, the Provider is obligated to communicate the below information to the Customer by supplying the information in question via

the Services. If the Provider does not have the option of supplying the information via the Services, the Provider will supply the information to BBEU.

### **Information obligations**

According to consumer legislation, the consumer must be informed about issues such as rates and complaints. In this regard, BBEU is dependent on the method used by the Provider to arrange this within its own organisation. The Provider must therefore fulfil the following obligations:

#### *Provider contact and company details*

The Provider is obligated to supply BBEU with the following details:

- company name and type of enterprise;
- registered address;
- physical address, if this differs from the registered address (PO Box not permitted);
- email address and telephone number;
- Chamber of Commerce number;
- VAT number.

#### *Services*

The Provider is obligated to mention the most significant attributes relevant to the accommodation, stating in all cases – but not exclusively – what is and what is not included (e.g. breakfast, parking, etc.).

#### *Rates*

The Provider is obligated to use the BBEU website to communicate the rates for its accommodation to the Customer. All rates must include VAT and tourist tax. If, in addition to these rates, other costs such as administration fees will be charged to the Customer, the Provider must likewise use the BBEU website to communicate this information to the Customer.

#### *Complaints*

If a Customer has complaints about the execution of the agreement concluded between Provider and Customer, the Customer must be given the opportunity to express such complaints. The Provider is obligated to comply with the complaints procedure as communicated by BBEU.

## **ADDENDUM 3 – CONDITIONS APPLICABLE TO MEMBERSHIP AND ACCOMMODATIONS**

You may register at [www.bedandbreakfast.eu](http://www.bedandbreakfast.eu) if you fulfil the following conditions:

- Provision of accommodation is permitted according to the zoning plan of the relevant municipality. The provision of accommodation must furthermore comply with B&B rules and regulations (applicable within the municipality) and with the B&B operating conditions set by the relevant municipality.
- You have written permission – if and insofar as applicable – from the relevant Owners' Association, mortgage provider and/or insurer.

- You have written permission from the owner of the accommodation that hosts the Bed & Breakfast (if the Bed & Breakfast is operated at a rental property).
- The operator of the accommodation lives at or near the accommodation and is available to guests during stays.

Additionally, the following conditions apply to the Bed & Breakfast:

- The accommodation has a maximum of 15 guest rooms, as long as the municipality has not stipulated a lower maximum;
- Guests receive personal attention, while breakfast – or a breakfast preparation facility – is available;
- Your accommodation does not form part of a hotel chain and is not a holiday home in a leisure park;
- Your accommodation is in line with the definition of a Bed & Breakfast:

*“A Bed & Breakfast is defined as overnight accommodation that focuses on offering mostly short-term tourist accommodation with breakfast. A Bed & Breakfast is located in a residential home, an annex or a second home and is operated by the primary residents of the building in question. Distinguishing characteristics include a small-scale operation and personalised service.”*

*Explanation of ‘mostly short-term tourist accommodation’:* This involves ‘tourist accommodation’, with an additional emphasis on business tourism. The ‘short-term’ concept has been added to make it clear that accommodation such as permanent or seasonal lets are not included.

*Explanation of ‘residential home, annex or second home’:* These terms can be broadly interpreted. The main issue is that the owner/operator lives in or near the building that houses the guest accommodation. A Bed & Breakfast can, for example, be on a farm or in a mansion, garden house or chalet, with the owner living nearby.

*Explanation of ‘with breakfast’:* Breakfast can be served or put out by the owner, or can be prepared by the guests themselves. BBEU reserves the right to exclude Bed & Breakfast properties from participation and to depart from the above mentioned conditions. If you are unsure about whether your property meets the above criteria, please contact BBEU.

#### **ADDENDUM 4 – ADVERTISEMENT LISTING CONDITIONS**

When creating your listing, you must take the following rules into account:

- You may not enter the name of your B&B or your advertising text in capital letters;
- You may not use HTML code in your advertising text;
- Only the name of the B&B may appear in the ‘name of B&B’ field. You may not add any other (promotional) text;
- Email addresses, telephone numbers and website URLs may only be entered into the appropriate fields;
- Information, other than that which is intended for a certain field, may not be entered;
- Providers must post at least 8 photographs on the listing page so that visitors are given a good overall idea of the accommodation;
- Listing page photographs must not be in collage form or contain logos, logotypes or text;

- Photographs posted by the Provider on the BBEU online platform may not violate third-party intellectual property rights, related rights or publicity rights. The Provider will indemnify BBEU from any third-party claims alleging that (the) posted photograph(s) violate (or are bound to violate) the intellectual property rights of the third party;
- Providers must add at least one detailed description (minimum of 500 characters) in a single language;
- Providers must add at least 1 room with corresponding room rate and photograph;
- Prices displayed in search results are based on the number of persons entered during the search;
- If breakfast is served, it must be included in the room rate;
- Any possible tourism levies must be included in room rates;
- Any possible VAT must be included in the room rate. The Provider bears responsibility for payment of VAT to the revenue service;
- Providers must frequently ensure that listing details are up-to-date;
- Providers are responsible for the content on their listing pages.

## **ADDENDUM 5 – DATA EXCHANGE**

This addendum will apply if, during the execution of the Contract, exchange of data from one Party to the other (or vice versa) is a possibility. This addendum will prevail over the general part of the terms and conditions. Insofar as the general part is not in conflict with applicable stipulations from this addendum, the effect of the general part remains undiminished.

### **Article 23. GENERAL**

- 23.2. In their own capacity, the Parties will each bear responsibility for their own processing of personal data, the definition of purpose and the methods of their respective processing activities.
- 23.2. The Parties will process personal data such as (i) name/address/residence details, (ii) contact details, (iii) email addresses and (iv) payment details.
- 23.3. The processed personal data can, in all cases, relate to Customers and those nearest to Customers (e.g. partners, friends and family members of Customers).
- 23.4. Each of the Parties can therefore independently be considered a controller and cannot be considered mutual processors of one another's data.
- 23.5. Within the context of the discrete processing of personal data, the Parties wish to agree on the exchange of personal data if required by circumstances.
- 23.6. When the Addendum in hand refers to terms from the General Data Protection Regulation (GDPR), the meaning of such terms must correspond to the meaning as specified in the GDPR.

### **Article 24. OBLIGATIONS OF PARTIES**

- 24.1. The Parties mutually declare that they will process the data in an appropriate and discreet manner. As controllers, the Parties are individually responsible for observance of the rules and regulations applicable to the processing that falls within their area of responsibility.
- 24.2. The obligations of the Parties forthcoming from this Addendum also apply to those who process the personal data by order of the Parties, e.g. employees.

- 24.3. The receiving Party will only process personal data for the purpose for which the personal data has been provided or for purposes that are sufficiently closely associated.
- 24.4. Twice a year, the address details of Providers (Bedandbreakfast.nl only) will be divulged to *Uitgeverij PS* for the purposes of newsletter distribution. Providers can submit any objections to receipt of the newsletter via [info@bedandbreakfast.nl](mailto:info@bedandbreakfast.nl);
- 24.5. If a Party outsources the (further) processing of (parts of) the supplied personal data to a third party (also a 'processor' in such a case), it will ensure that the processor processes the personal data in an appropriate and discreet manner and in accordance with the applicable rules and regulations. Arrangements regarding the processing of personal data by a processor will be recorded in a suitable processor agreement.
- 24.6. The Parties will commit to not distributing more personal data to one another than is necessary to achieve the goal of the distribution.
- 24.7. The Provider will indemnify BBEU from any possible claims and legal action lodged by third parties, expressly including regulators such as the Data Protection Authority and other involved parties, based on or forthcoming from a violation, attributable to the Provider, of the applicable privacy rules and regulations (including the GDPR in all cases) and/or this Addendum.
- 24.8. The Provider will be liable for any losses resulting from attributable failures in the observance of this Addendum or from other unlawful actions.

#### **Article 25. TRANSFER OF PERSONAL DATA**

- 25.1. The Parties are permitted to process personal data in countries within the EEA. The transfer of data to countries beyond the EEA will only be permitted if the relevant rules and regulations have been observed.

#### **Article 26. SECURITY**

- 26.1 The Parties are themselves accountable for the security of personal data that falls within their area of responsibility.
- 26.2. The Parties will implement and maintain technological and organisational security measures. Taking into account the current state of technology, the cost of implementation, the nature, scope & context of the purposes of processing and the various risks to the rights and freedoms of data subjects in terms of probability and seriousness, these security measures will guarantee a level of security suitable for the protection of personal data against any form of unlawful processing (such as the unauthorised accessing, infringement, amendment or divulgence of personal data). If desired by the Provider, BBEU will inform the Provider in writing about the security measures it has implemented.
- 26.3 Upon request of one of the Parties, the other Party will provide information about the security measures it has implemented to protect the personal data that it receives from the other Party.

#### **Article 27. NON-DIVULGENCE AND CONFIDENTIALITY**

- 27.1 An obligation of non-divulgence to third parties covers all the data that is shared between the Parties.

- 27.2 This non-divulgence obligation will not apply if the issuing Party has granted permission for the provision of the information to third parties, if provision of the information to third parties can be considered reasonably necessary, taking into account the purpose for which the personal data is being divulged and/or the execution of the Contract, or if a legal obligation or authorised official or legal order requires divulgence of the information to a third party.
- 27.3 If, according to a legal obligation or an authorised official or legal order, one of the Parties is compelled to divulge personal data provided by the other Party to a third party, it will immediately inform the other Party, unless this is prohibited according to the rules and regulations or according to the order. The Provider must allow BBEU to object to / act against the surrender of personal data and should therefore postpone the surrender of personal data, unless this is not possible considering the nature of the law or the order.

**Article 28. BREACHES OF PERSONAL DATA**

- 28.1 In case of a breach of personal data that has been provided by one of the Parties to the other Party, the Parties must immediately – but within 24 hours at most – inform one another.
- 28.2 If the Provider notes a breach of personal data, it will report this by email as well as telephone.
- 28.3 In response to the report (as described in section 2), the Parties will consult one another regarding the (potential) effects that the breach of personal data may have on the Party that supplied the personal data.
- 28.4 Each of the Parties is and remains independently responsible for reporting a breach of personal data to the Data Protection Authority and/or data subjects, if the breach has occurred within its area of responsibility.
- 28.5 The Parties will mutually provide all relevant information necessary to carry out an effective assessment of the breach of personal data and to possibly report such a breach to the Data Protection Authority and/or data subjects.

**Article 29. RIGHTS OF DATA SUBJECTS**

- 29.1 If a data subject wishes to exercise a legal right, such as the right to access his or her data, and enters a request to one of the Parties, the Party will independently handle the request if it relates to processing for which the Party in question is the processing controller.
- 29.2 If the request (as described in section 1) relates to processing for which the Party, to which the request has been directed, is not the processing controller, but instead relates to processing for which the other Party is the processing controller, the Party that received the request will forward it to the responsible Party. The data subject who entered the request may be notified about this.

**Article 30. SUPERVISION AND AUDIT**

- 30.1 The Provider will allow BBEU to supervise observance of the obligations forthcoming from this Addendum, including the obligations associated with technological and organisational security measures and the obligation to report data leaks. For this purpose, the Provider will provide BBEU with copies of audit reports, certificates and other supervisory resources upon the request of BBEU.

- 30.2 To ensure the observance of all stipulations in this addendum and any other associated provisions, BBEU has the right to order an audit by an independent expert bound to confidentiality.
- 30.3. The audit will only take place once BBEU has requested similar relevant audit reports from the Provider, has assessed these and has furnished reasonable arguments that nonetheless justify an audit initiated by BBEU. Such an audit will be justified if similar audit reports in the possession of the Provider do not, or do not sufficiently, confirm observance of this Addendum.
- 30.4 The Provider will cooperate with the auditing process and will, in good time, provide all relevant information within reason, including supporting data such as system logs and access to employees.
- 30.5 The audit will be announced at least two weeks prior to allow the Parties to thoroughly prepare for it.
- 30.6 The findings obtained from the audit will be mutually assessed by the Parties and, based on this assessment, will or will not be enforced by one or both Parties.
- 30.7 Reasonable auditing costs will be for the account of BBEU.