

## **Vootzy Term of Use for the Netherlands and Belgium – V012022**

### **General**

These terms of use apply to all vootzy mobile applications and/or websites in the Netherlands and Belgium.

The app(s) / website(s) services allow you to request services from Third Party Service Providers or directly from vootzy. These services are offered or made available under vootzy's trademarks, including not limited to, vootzy and vootzyhome.

For "Third Party Service Providers", you are contracting directly with third party service providers and vootzy acts only as an agent to enable you to request and receive these services.

For vootzy services, you must accept separate terms and conditions that apply to the use of those services.

These Terms of Use contain information about the app(s)/website, your and other important information, so please read it in its entirety.

These Terms of Use constitute the agreement with you, together with any prior agreements regarding the provision of app(s)/Website(s) Services and supersede all agreements regarding your access and use of our app(s)/website(s)

### **About vootzy**

We are vootzy and we are an online platform where clients can send us orders to collect and/or deliver furniture. Vootzy is a brand owned by Gump b.v. a private company with limited liability established in the Netherlands, registered with the Amsterdam Chamber of Commerce under number 81216181 and with its registered office at Schutweg 3A, 5145NP in Waalwijk. Contacts at info@vootzy.com.

### **Definitives**

**'Community guidelines'**: These are guidelines that are updated from time to time and set out the expectations of all users of the App(s) and Website(s).

**'Third Party Service Providers'**: These are independent third parties such as, but not limited to, independent collection partners, vootzy-men, carriers, logistics service providers and/or other mobility services.

**'External Services'**: Services and goods in the field of transport, delivery, delivery, logistics, mobility, movement of equipment and/or furniture, provided to you by External Service Providers. These services are made available to you through the use of vootzy and vootzyhome App(s) / Website(s) services as defined below.

**'vootzy'** means "we" or "us", "gump b.v." or any of its subsidiaries or affiliates.

**'vootzy brands'** means the brands of gump b.v. such as but not limited to 'vootzy' and 'vootzyhome'

**'vootzy Services'** means services provided directly to you by vootzy and which may be subject to separate terms between you and us.

**'Applications and/or websites'** means any website accessible online under the names, brands or service of "vootzy" and "vootzyhome", as well as applications running on that website and/or adapted for use on mobile devices, as well as under the names, brands or works of 'vootzy' communicate via social media channels such as whatsapp, imessage, messenger, direct message, sms, etc, etc.

**'Names, trademarks or Services of vootzy'**, means the company names, logos, products, trade names, brands, service marks, uniforms, other properties, copyrights, portrait rights of vootzy and/or its licensor(s).

### **Articles:**

- 1.1. These Terms of Use govern your access to and use of any vootzy mobile applications and/or websites. You must read and agree to these terms carefully before accessing and using vootzy's mobile applications and/or websites. Your agreement to these Terms of Use establishes a contractual relationship between you and vootzy. If you do not agree to these terms of use, you may not access or use vootzy's applications and/or websites. These Terms of Use expressly supersede any prior agreements or understandings regarding the App(s) / Website Services (as defined below) between you and vootzy.
- 1.2. These terms of use apply to the extent that they do not conflict with any other terms of use or additional terms applicable specifically to vootzy's applications and/or websites. You will be asked to agree to such terms separately.
- 1.3. Vootzy is acting as an agent of the Third Party Service Providers for External Services and as a service provider for vootzy Services. (see article 4).

### **2. The App(s)/Website(s) Services**

2.1 The services that vootzy offers consist of:

2.1.1. Access and use of vootzy mobile applications and/or websites that allow you to request and receive Third Party Services and/or vootzy Services; and

2.1.2. Collection services and payment processing services (including issuing invoices and receipts on behalf of Third Party Service Providers) so that we can charge you and transfer those costs to Third Party Service Providers for Third Party Services or for vootzy Services.

2.2. These Terms of Use apply to your use of the App(s)/Website(s) Services in the Netherlands and Belgium. By accessing and using the App(s)/Website(s) Services in another country, country specific terms may apply.

2.3 The vootzy mobile applications and/or websites will be made available to you under various vootzy brands.

2.4 Unless otherwise agreed in writing, App(s)/Website(s) Services are made available to you for your personal non-commercial use only.

2.5. Where available, you can request and receive Third Party Services or vootzy Services through vootzy's mobile applications and/or websites.

### **3. Third party services**

3.1 For Third Party Services, vootzy acts as a publicly disclosed agent between you and the Third Party Service Providers to enable them to provide the Third Party Services to you. Vootzy itself does not offer any External Services. All Third Party Service Providers are independent third party contractors, registered companies or other legal entities not affiliated with vootzy.

3.2 When you visit our application(s) or website(s) online, you will be provided with information in vootzy's application and/or website(s) before you decide to request Third Party Services.

- 3.3. Third Party Service Providers and vootzy are free to accept or decline any request for service. Communication about this is conducted with you via the applications and/or vootzy websites and leads to a direct agreement between you and the Third Party Service Provider for External Services and/or between you and vootzy for 'vootzy Services'.
- 3.4 Some Third Party Services may require you to agree to separate terms before using such Services.
- 3.5 You may be asked to rate the Third Party Service Provider regarding the services you have requested. The third-party Service Provider may also be able to provide you with a rating. You consent to the posting of the review on vootzy app(s) and/or website(s) at the time of submitting your review.
- 3.6 The Third Party Service Provider is responsible for all obligations that may arise from the provision of the Third Party Services.

#### **4. Vootzy services**

4.1 For vootzy services, vootzy acts as the service provider. The specific terms and conditions for vootzy services are always set out in additional terms or in a separate agreement.

#### **5. Use of vootzy app(s) and/or Website Services**

- 5.1 The vootzy websites can be downloaded and/or app(s) opened on the most modern mobile devices with an internet connection and which are equipped with operating systems Android or iOS.
- 5.2 You are responsible for obtaining network access necessary to use the vootzy app(s)/website(s) services and are responsible for all fees and charges from your mobile network provider, including data usage while using the vootzy applications and /or websites. You are also responsible for accessing compatible devices and operating systems required to use the App(s)/Website(s) Services including software or hardware updates.
- 5.3 To use the App(s)/Website(s) Services you must register in the vootzy app(s) and/or websites and may create an account. At the time of registration you must be at least 18 years old and have independent decision-making power.
- 5.4. You must provide us with certain personal information including your telephone number and email address in order to register and/or to request a quote. You must also specify at least one valid payment method, such as pin payment, payment request, iDeal. And you may need to provide additional information, such as your residential address, living situation (e.g. floor listing) and/or documents before you can use certain vootzy Services or Third Party Services.
- 5.5. Until you have send an order with vootzy, you are not obliged to use the vootzy App(s)/Website(s) Services or the Third Party Service Provider in the preliminary phase. If you choose to stop using our apps and websites you can do so without notifying us.
- 5.6 We may temporarily restrict your access to App(s)/Website(s) Services if there is an alleged breach of your obligations or these Terms of Use and also if we receive a complaint regarding fraud. There may be circumstances in which we cannot provide you with information about the complaint, based on applicable law but also on the basis of a request from a third party or, for example, the police.

#### **6. Your obligations**

- 6.1 When using vootzy app(s)/website(s), you must comply with all applicable Dutch / Belgian laws depending on which country you reside in and for which address you submit vootzy orders.
- 6.2 You must provide accurate and complete information when using the vootzy app(s)/website(s).
- 6.3 Any request you make on our app(s)/websites is strictly personal and the Third Party Service or vootzy Service you request is not transferable to third party(ies).
- 6.4 You are responsible for paying any fees or charges incurred as a result of the provision of Third Party Services or Vootzy services as requested by you.
- 6.5 You must not cause any nuisance, inconvenience or material damage by using the App(s)/Website(s) Services, neither to the Third Party Service Provider, nor to vootzy or any other party. You are personally liable for this.
- 6.6 You must provide vootzy with your request for an Third Party Service or vootzy Service with all information that may affect the performance of the service such as, but not limited to, the accessibility and/or access situation to the home, open sidewalks, stairs , elevators, floor listings, rope and block situations. If you do not do this in advance, the Third Party Service on site may be refused or additional costs will be charged to you.
- 6.7 With your request for an Third Party Service or vootzy Service, you must provide vootzy with the exact and correct statement in both the name of the furniture and/or objects to be collected and in the exact numbers thereof. If the furniture and/or object to be picked up deviates from the description, vootzy can refuse collection and leave the item or adjust the amount of the service to be performed upwards. Descriptions as expressed on the website or mobile application are described in general terms. In case of doubt, you are obliged to contact vootzy yourself and to request advice based on photo material, in all other cases vootzy's judgment is binding.

#### **7. Cost and payment**

- 7.1 Vootzy does not charge for the use of the App(s)/Website(s) Services.
- 7.2 By submitting a request through vootzy's mobile applications and/or websites, you agree to pay the relevant fees as described in vootzy's mobile applications and/or websites and you are responsible for any charges or fees associated with your application in accordance with article 6.4 above.
- 7.3 You are responsible for paying any charges in situations as described in point 6.6 above.
- 7.4 In cases where the Third Party Service or vootzy Service you requested cannot be performed due to your actions or inactivity (example: when you are not present to arrange a pick-up or receive a delivery, or you have not shared essential information that is needed with vootzy then all costs can be charged to you.
- 7.5 Once the Third Party Service or vootzy Service has been provided, we may invoice you directly or on behalf of the Third Party Service Provider at your request. The invoice amount includes VAT if applicable.
- 7.6 The costs stated in vootzy App(s)/Website(s) are always exclusive of any tips. Where possible, you are free to pay tips, either on a personal basis or through vootzy's mobile applications and/or websites. We record and transfer paid tips on your behalf through vootzy's mobile applications and/or websites.
- 7.7 Prices on vootzy's app(s) and websites may change from time to time.

#### **8. Cancellation**

- 8.1 Cancellation of an Third Party Service and/or vootzy Service requested by you is possible free of charge up to 48 hours before the execution date.
- 8.2 Cancellation of an Third Party Service and/or vootzy Service requested by you is possible against payment of 50% of the order amount up to 24 hours before the execution date.
- 8.3 Cancellation of an External Service and/or vootzy Service requested by you that is notified by you less than 24 hours before the execution date is possible against payment of 100% of the order amount.
- 8.4 You can only cancel via unsubscribed request via WhatsApp and/or via info@vootzy.com.
- 8.5 vootzy may decline requests and cancel the Third Party Service or vootzy Service if there is reasonable doubt about the accuracy or authenticity of the request or contact details. Cancellation costs may also be charged in this case.

## **9. Intellectual Ownership**

The intellectual property of the vootzy app(s) and websites, but also texts, drawings, photos, images, logo, name, designs, creative works in the broadest sense of the word are indivisible and always the property of vootzy and gump b.v. Without written permission from Gump b.v. use in any form is prohibited and the infringing party is jointly and severally liable for full compensation from vootzy.

## **10. Privacy note:**

By using the vootzy app(s) and websites, you automatically consent to the recording of your information in our databases. We collect, use and disclose information from you for the purposes of our marketing and to improve our service offerings. Of course we follow all legal procedures regarding privacy data and storage thereof.

## **11. Liability**

11.1 You will be liable for any damages we suffer as a result of your violation of these Terms of Use, your misuse of the app(s)/Website(s) Services, or your violation of any laws or rights of any third party.

11.2 By requesting and/or accessing the app(s)/Website(s) Services, you agree to indemnify (at our option) and hold us and our officers, directors and employees harmless from all claims, liabilities costs, damages, penalties, arising out of or in connection with a violation of these Terms of Use, violation of applicable law, or any third-party claim directly or indirectly related to your use of the External Services, the vootzy Services, or your use of the services in general.

11.3 We are not liable for any damages or losses arising out of any transaction between you and any Third Party Service Provider.

11.4 We are not liable for the availability and accuracy of the Third Party Service Provider's content, products or services.

11.5 Our total liability to you for using the vootzy apps and/or websites, providing and/or performing External Services and/or Vootzy Services shall in no event exceed five hundred euros. (500 euro).

11.6 To the extent permitted by law, we make no warranties and disclaim all liability for any act or omission by you or any third party.

## **Applicable law and jurisdiction**

All disputes arising directly or indirectly from (subsequent) agreements concluded between you and vootzy are exclusively governed by Dutch law. Any disputes will be adjudicated by the competent judge in Breda to the exclusion of other judicial authorities, except in cases in which another judge has jurisdiction under the rules of mandatory law.