

General Terms and Conditions

Article 1. Definitions

1. **Contractor:** Esflow Technologies B.V., located at Herengracht 449 A, 1017 BR, Amsterdam, registered with the Chamber of Commerce under number 75821036.
2. **Contracting Party:** The natural or legal person by whose assignment services are provided and/or activities are carried out.
3. **Agreement:** The agreement between the Contractor and the Contracting Party for the provision of services and/or the performance of activities.
4. **Digital Acceptance:** Any method by which the Contracting Party indicates consent to these Terms and Conditions via digital means, such as ticking a checkbox, clicking an "I Agree" button, or completing an online sign-up process. The Contractor may log metadata (e.g., IP address, timestamp) to verify the Contracting Party's acceptance. Such Digital Acceptance is deemed legally binding under these Terms and Conditions.

Article 2. General

1. The Agreement consists of these General Terms and Conditions together with the Contracting Party's acceptance. Acceptance may be provided in writing or through **Digital Acceptance** as defined in Article 1 (e.g., ticking a checkbox or clicking an "I Agree" button).
2. These General Terms and Conditions apply to all offers, quotations, and Agreements between the Contractor and the Contracting Party, except where the parties expressly deviate from them in writing.
3. The applicability of any purchasing or other terms from the Contracting Party is expressly denied.
4. If one or more provisions of these Terms are wholly or partially nullified or deemed invalid by a court, the remaining provisions remain in effect.
5. By using the Contractor's services or proceeding with **Digital Acceptance**, the Contracting Party confirms that they have read, understood, and agreed to

these Terms and Conditions, and that such acceptance is legally binding.

Article 3. Quotations and offers

- **Non-Binding Offers:** All quotations and offers by the Contractor are non-binding unless explicitly stated otherwise. If no acceptance term is stated, no rights can be derived from the quotation or offer.
- **Basis of Quotations:** Quotations by the Contractor rely on information provided by the Contracting Party, who warrants that such information is accurate and complete.
- **Obvious Errors:** The Contractor is not bound by quotations that the Contracting Party knew or should reasonably have known contained a mistake (e.g., a typographical error in pricing).
- **No Automatic Renewal:** Offers and quotations do not automatically apply to future orders.
- **Digital Acceptance of Offers:** Any offer accepted by **Digital Acceptance** (e.g., clicking a button or ticking a checkbox) is considered as valid and binding as a written signature. The Contractor may log relevant metadata (IP address, timestamp) to prove acceptance.
- **Advance Purchase and Credit Balance:** For business clients purchasing relocation services in advance, the Contractor issues an invoice based on the agreed quotation. Upon payment, a credit balance is established. All subsequent fees (including standard service fees or cancellation charges) are deducted from this credit. The Contractor will keep an updated record of the credit balance after each transaction or cancellation.

Article 4: Prices

- **Currency and VAT:** All prices are in euros (€), exclusive of VAT (unless stated otherwise). Prices generally cover the primary service(s), any add-ons selected by the Contracting Party, and, if applicable, penalties or administrative fees.
- **Packages and Add-Ons:** The Contractor offers various service packages, each with a specified price (VAT-exclusive). Additional services or upgrades may be added to the final invoice at their listed rates.

- **Price Updates:** The Contractor's website displays the most current pricing. If the Contracting Party selects a package and continues the relocation process without interruption, the Contractor will honor the package price in effect at the time of selection.
- **Pausing or Stopping:** If the Contracting Party pauses or terminates services and returns later, the Contractor may apply the then-current prices upon resumption.
- **Penalties and Fines:** Any penalties or fines arising from the Contracting Party's actions (e.g., withdrawing an accepted offer without valid reason) may be separately listed on invoices. The Contractor reserves the right to modify these penalty rates; any modifications will be communicated in advance.

Article 5: Agreement

- **Formation of the Agreement:** The Agreement takes effect when the Contracting Party: a. Accepts these Terms in writing, or b. Uses **Digital Acceptance** (e.g., ticking a checkbox or clicking an "I Agree" button), or c. Pays the invoice or commences use of the Contractor's services—whichever occurs first.
- **Binding Effect:** Once the Agreement is formed, both parties are bound by its terms unless modified in accordance with Article 7 (Alteration of Assignment) or otherwise agreed in writing.
- **Valid Reasons for Certain Actions:** The Contractor may waive or reduce penalties if the Contracting Party has a valid reason for actions otherwise penalized under these Terms (e.g., withdrawing an accepted offer). Valid reasons could include:
 - A denied or significantly delayed visa.
 - Major unforeseen family emergencies.
 - Serious medical emergencies or hospitalization.
 - Substantial changes in employment status (e.g., sudden job loss).

The Contractor will assess such claims on a case-by-case basis, and reserves the right to require documentation or proof.

- **Evidence of Acceptance:** The Contractor's system records (including IP addresses, timestamps, and other relevant data) serve as sufficient evidence of the Contracting Party's **Digital Acceptance**.

Article 6: Execution of the Agreement

1. The Contractor shall exercise the degree of care expected of a qualified professional in the performance of its duties.
2. Under the Agreement, the Contractor has a best-efforts obligation and therefore does not guarantee any specific outcome unless explicitly stated otherwise.
3. Insofar as required for the proper execution of the Agreement, the Contractor may engage or outsource parts of the Agreement to third parties (e.g., a schooling consultant who receives relevant client data such as the client's name and contact details). The Contractor shall ensure that third parties handle any shared data in accordance with applicable privacy and confidentiality obligations.
4. The applicability of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is hereby expressly excluded.

Article 7: Alteration of the Assignment

1. Changes in the Agreement by the Contracting Party that could not have been foreseen by the Contractor and that entail additional work shall be charged to the Contracting Party at the agreed rate. Such additional work includes rescheduling planned activities if necessitated by the Contracting Party providing incorrect or incomplete data. The Contractor may invoice the Contracting Party for these costs on the basis of actual time and expenses incurred.
2. If, after entering into the Agreement, the Contracting Party wishes to make changes at a later time, the Contracting Party must inform the Contractor in writing and in a timely manner. Any amendment or addition to the Agreement is only valid if accepted by both parties (preferably in writing).
3. Changes to an Agreement already in progress may result in the originally agreed delivery or completion time being exceeded.

Article 8: Cooperation of the Contracting Party

1. The Contracting Party shall, at all times—whether upon request or on their own initiative—provide all relevant information required for the proper performance of the assignment.
2. If the information necessary for fulfilling the agreed assignment is not provided, is not provided on time, or is inconsistent with the arrangements agreed upon by the Contracting Party—or if the Contracting Party otherwise fails to meet their (information) obligations—the Contractor reserves the right to suspend the execution of the Agreement.
3. Any costs incurred by the Contractor due to the Contracting Party's failure to provide the requested data on time or adequately shall be borne by the Contracting Party.
4. Once the Contracting Party submits an offer through the Contractor's platform and the landlord accepts, it is considered legally binding. Withdrawing an accepted offer or submitting any other offers to third parties while an offer is pending shall incur a penalty of half a month's or one month's rent to cover damages, depending on the severity of the situation.

Article 9: Delivery/Completion

1. The Contractor shall be entitled to carry out the Agreement in multiple phases and to invoice each phase separately once completed.

Article 10: Termination

1. Both parties may terminate the Agreement at any time if there is a demonstrable reason for termination. Notice must be provided in writing (including email).
2. If the Contracting Party terminates the Agreement before the Contractor has found a rental property, the Contracting Party shall be charged a cancellation fee for each viewing attended prior to termination. The current fee per viewing is €120 incl. VAT, subject to future adjustment. This fee does not apply if the termination is based on facts or circumstances attributable to the Contractor.
3. If either party becomes bankrupt, requests suspension of payment, or ceases its activities, the other party may terminate the Agreement immediately without

any notice period.

4. If the Contractor terminates the Agreement before completion, the Contracting Party is entitled to the Contractor's reasonable cooperation in transferring the activities to a third party. Any additional costs for such transfer shall be borne by the Contracting Party.

Article 11. Power to terminate and/or to suspend

1. The Contractor shall be authorized to suspend the fulfilment of his/her obligations or to terminate the Agreement if:
 - a. The Contracting Party does not, does not completely, or does not timely fulfill the obligations arising from the Agreement, or if the Contractor has reasonable grounds to fear that the Contracting Party will fail to do so (including obligations stated under Article 8).
 - b. The Contracting Party becomes unresponsive for a consecutive period of seven (7) days or longer, stops requesting/attending viewings, or otherwise halts the property search without informing the Contractor.
 - c. The Contracting Party withdraws an accepted offer without a valid reason or breaches the requirement not to submit parallel offers outside the Contractor's platform when an offer is pending.
 - d. The Contracting Party is liquidated (or a request thereto has been filed), a suspension of payment (moratorium) is granted, the Contracting Party is declared bankrupt, the Debt Repayment Natural Persons Act (WSNP) is declared applicable, or the Contracting Party is placed under guardianship, loses disposal of their assets or income, sells their business, and/or if an attachment is imposed on the Contracting Party that is not lifted within three (3) months.
2. The Contractor shall also be authorized to terminate the Agreement if circumstances arise that make execution of the Agreement impossible or that render continued performance of the Agreement unreasonable.
3. If the Contractor suspends or terminates the Agreement under this Article, the Contractor shall in no event be liable for any resulting damages or costs.

4. Upon termination by the Contractor, any amounts owed by the Contracting Party become immediately due and payable.
5. If suspension or termination is attributable to the Contracting Party, the Contracting Party shall reimburse the Contractor for any direct or indirect damages and costs, including but not limited to any penalties outlined elsewhere in these Terms and Conditions.
6. The Contractor may at all times require additional security from the Contracting Party for payment and may suspend execution of the Agreement if this security is not provided to the Contractor's satisfaction.

Article 12. Terms of Payment

1. **Payment Deadline:** The Contracting Party must pay all invoices within the term specified on the invoice (generally 14 days), unless otherwise agreed in writing. Payment is credited once the invoiced amount is received in the Contractor's designated bank account.
2. **Default:** If the Contracting Party fails to pay by the due date, they are in default immediately—no notice of default is required. From that date, the statutory (commercial) interest rate applies on the unpaid amount.
3. **Collection Costs:** The Contracting Party is responsible for any extrajudicial and judicial collection costs (including debt collection agencies, bailiffs, legal fees) incurred by the Contractor in seeking payment. These costs are set at 15% of the principal sum, with a minimum of €40, unless otherwise mandated by law.
4. **Debt Collection:** If payment remains outstanding despite reminders, the Contractor may forward the invoice to a debt collection agency or bailiff. All resulting costs, fees, and interest are borne by the Contracting Party.
5. **Digital Acceptance:** By clicking to accept these Terms (or any equivalent digital checkbox or consent feature), the Contracting Party acknowledges that the Agreement is legally binding. The Contractor's records of such digital acceptance serve as sufficient proof of consent, even if no handwritten or electronic signature is provided.

6. **Suspension of Services:** The Contractor may suspend or terminate the Agreement or withhold further services if the Contracting Party fails to meet payment obligations.
7. **Order of Payments:** Any payments received will first be applied to collection costs (if any), then accrued interest, and lastly to the outstanding principal amount.

Article 13. Complaints and Investigations

1. **Complaint Deadline:** The Contracting Party must submit any complaints in writing (including email) to the Contractor within eight (8) days after discovering, or after they reasonably should have discovered, the alleged fault in the Contractor's services. Failure to do so means the Contracting Party forfeits any right to claim or seek redress related to that fault.
2. **No Suspension of Payment:** The Contracting Party is not entitled to suspend payment obligations while a complaint is under investigation. Even if the Contracting Party believes there is a valid complaint, any invoiced amounts remain due and payable according to the agreed terms.
3. **Cooperation with Investigation:** The Contracting Party must promptly provide any information or documentation necessary for the Contractor to investigate the complaint and must allow any on-site or remote inspection reasonably requested by the Contractor or a designated third party.
4. **Remedies for Justified Complaints:** If a complaint is deemed justified and made within the required timeframe, the Contractor—at its sole discretion—will either (a) rectify or re-perform the relevant service; (b) provide an appropriate alternative compensation; or (c) credit the Contracting Party a proportional amount of the invoice.
5. **Unfounded Complaints:** If a complaint is determined to be unfounded, all costs incurred by the Contractor in investigating the complaint (including external expert fees, if any) will be borne solely by the Contracting Party.
6. **No Waiver of Accepted Offers:** Submitting a complaint does not absolve the Contracting Party of obligations stemming from an offer accepted by a landlord. In particular, it does not negate any penalty or fine for withdrawing

an accepted offer without a valid reason, nor does it permit circumventing or delaying any fees due.

Article 14. Force Majeure

1. **Definition of Force Majeure:** If the Contractor is prevented from performing any of its obligations under the Agreement due to circumstances beyond the Contractor's reasonable control (e.g., natural disasters, war, riots, government-imposed restrictions, pandemics, prolonged digital service outages, or similar events), the Contractor's obligations are suspended for the duration of the force majeure event.
2. **Suspension of Obligations:** During a force majeure event, the Contractor shall not be liable for any delay or failure in performance, and the Contracting Party is not entitled to any form of damages or compensation.
3. **Termination Rights:** If the period in which the Contractor cannot fulfill its obligations due to force majeure lasts longer than two (2) months, either Party may terminate the Agreement immediately, without any obligation to compensate the other Party. In such a case, any work already performed or costs already incurred will be settled proportionately.
4. **Notice of Force Majeure:** The Contractor shall inform the Contracting Party promptly, in writing (including email), of the commencement and (if possible) expected end date of any force majeure event.

Article 15. Liability

1. **Reliance on Client-Provided Data:** The Contractor is not liable for damages of any kind arising from the Contractor's reliance on incorrect or incomplete data provided by the Contracting Party.
2. **Third-Party Involvement:** The Contractor does not own or control the properties listed and merely facilitates communication between the Contracting Party and third parties (e.g., landlords, real estate agencies). The Contractor cannot be held liable for the accuracy of property listings, the condition of the properties, or any failure by third parties to perform their obligations.

3. **Limit of Liability:** In the event the Contractor is found liable for any damages, liability is limited to the total amount invoiced to the Contracting Party for the specific service that gave rise to the claim or, if the Contractor's services are billed on a recurring or partial basis, the liability shall be limited to the amount invoiced for the most recent invoice period.
4. **Direct Damages Only:** The Contractor is only liable for direct damages, defined exclusively as the reasonable costs incurred to:
 - a. Determine the cause and extent of the damages, insofar as these relate to a breach by the Contractor.
 - b. Remedy or rectify the Contractor's performance to align with the Agreement, insofar as such breach is attributable to the Contractor.
 - c. Prevent or limit further damages, provided the Contracting Party proves these costs actually reduced the direct damages.
5. **Exclusion of Indirect Damages:** The Contractor shall never be liable for indirect or consequential damages—such as loss of profit, missed savings, reduced business opportunities, or any damage resulting from temporary unavailability or malfunction of the Contractor's digital services.
6. **Exceptions:** The liability limitations in this Article do not apply in cases of intent or willful recklessness by the Contractor or its executive-level management.
7. **No Guarantee of Landlord Acceptance:** The Contractor does not guarantee that any offer submitted on behalf of the Contracting Party will be accepted by the landlord. Any damages arising from an offer's rejection or from conditions imposed by the landlord are excluded from the Contractor's liability.
8. **Digital Service Interruptions:** The Contractor strives to maintain access to its platform without disruptions. However, temporary outages or interruptions may occur. The Contractor is not liable for damages resulting from such unavailability, including missed deadlines or opportunities to view or secure properties.

Article 16. Confidentiality

1. **Confidential Information:** Both the Contractor and the Contracting Party shall treat as confidential all information received from each other under the Agreement or from any other source, which is or should reasonably be understood to be confidential (e.g., personal data such as names, contact details, employment status, salary information). Any information explicitly labeled “confidential” or which, by its nature, must be regarded as confidential, shall be handled with the highest level of care.
2. **Limited Disclosure:** The Contractor will only disclose confidential information to third parties (e.g., real estate agencies, landlords) to the extent necessary to perform the Agreement. Any third party receiving such confidential information shall be bound by confidentiality obligations at least as restrictive as those in this Article.
3. **Legal or Court-Ordered Disclosure:** If the Contractor is required by law or court order to disclose confidential information to an appointed third party or authority—and cannot lawfully refuse—such disclosure does not constitute a breach of this Agreement. In such cases, the Contractor is not liable for any resulting damages, and the Contracting Party cannot use this as grounds for termination.
4. **Privacy Policy:** The Contractor processes personal data in accordance with applicable data protection laws (e.g., GDPR) and its **Privacy Policy**, which is hereby incorporated by reference. By entering into the Agreement, the Contracting Party acknowledges and agrees to the processing of personal data as described in the Privacy Policy.
5. **Obligations for Third Parties:** Both the Contractor and the Contracting Party shall impose obligations equivalent to those in this Article on any third parties they engage in connection with the Agreement.

Article 17. Indemnification of Third Parties

1. **Scope of Indemnification:** The Contracting Party shall indemnify and hold the Contractor harmless against any and all claims by third parties (including landlords, real estate agencies, or other stakeholders) who suffer losses or damages related to the execution of the Agreement, if such losses or damages cannot be attributed to the Contractor’s direct actions or negligence.

2. **Duty to Cooperate:** If a third party initiates a claim against the Contractor, the Contracting Party agrees to fully cooperate, both in and out of court, including providing all relevant documents or evidence. If the Contracting Party fails to cooperate, the Contractor may take any measures it deems necessary to protect its interests, and any resulting costs or damages shall be borne by the Contracting Party.
3. **Digital Platforms and Listings:** The Contracting Party acknowledges that the Contractor acts primarily as an intermediary and does not control the content of property listings or landlord behavior. Any claims arising from inaccurate property details, last-minute property withdrawals, or landlord disputes shall fall under the Contracting Party's indemnification obligation if they are not attributable to Contractor's fault.

Article 18. Time Limit

1. **One-Year Limit:** In deviation from statutory prescription periods, all claims and defenses that the Contracting Party may have against the Contractor (arising out of or related to the Agreement) shall expire if they are not submitted to the competent court within one (1) year after the Contracting Party became aware—or should have reasonably become aware—of the grounds for such claim.
2. **Exceptions:** This one-year limit does not apply in cases where the Contractor or its executive-level managers are proven to have acted with intent or gross negligence. In such instances, the applicable statutory period applies.

Article 19. Contract Takeover

1. **No Transfer Without Consent:** The Contracting Party shall not transfer or assign any of its rights or obligations under this Agreement to a third party without the Contractor's prior written consent. This includes any digital account or login credentials used to access the Contractor's platform.
2. **Joint Liability:** If the Contractor grants written permission for a transfer or assignment, the original Contracting Party shall remain jointly and severally liable alongside the new party for any obligations arising from the Agreement up to the date of transfer, unless otherwise agreed in writing.

3. **Contractor's Right to Terminate:** If the Contracting Party transfers or assigns the Agreement (or attempts to do so) without the Contractor's prior written consent, the Contractor shall be entitled to terminate the Agreement immediately and without liability for damages.

Article 20. Applicable Law

1. **Governing Law:** All Agreements between the Contractor and the Contracting Party, including any disputes arising therefrom or related thereto, shall be governed exclusively by the laws of the Netherlands.
2. **Jurisdiction:** Disputes shall be submitted to the competent court in the Contractor's jurisdiction (generally the district court where the Contractor has its registered office), unless mandatory statutory provisions dictate otherwise.
3. **Online Dispute Resolution:** In the event of disputes arising from services delivered or facilitated online, the Contractor and Contracting Party may explore alternative dispute resolution methods (e.g., mediation) before resorting to litigation, without prejudicing either party's right to submit the dispute to the Dutch courts.