

# Terms of Use

These are the Funda Terms of Use. These Terms of Use apply when you use one of Funda's websites or services. These Terms of Use will inform you about your rights and obligations when using Funda. Please read this carefully before you start using Funda.

You can also review the Terms of Use at the headquarters of Funda (Piet Heinkade 167-173 te Amsterdam) or Funda can send the Terms of Use to you at your request [[helpdesk@funda.nl](mailto:helpdesk@funda.nl)].

## Who is Funda?

Funda B.V. (Funda) is an internet company that provides a showcase of residential and commercial premises that are being offered either for sale or for rent in the Netherlands, via various websites such as [funda.nl](http://funda.nl), [fundainbusiness.nl](http://fundainbusiness.nl), [fundalandelijk.nl](http://fundalandelijk.nl) (hereinafter: the Funda websites). The headquarters of Funda is located in Amsterdam at the address Piet Heinkade 167-173 and is registered with the the Chamber of Commerce under number 30061041.

## General

When using a Funda website, these Terms of Use, the Privacy Policy, the Cookie Policy and other additional regulatory documents published by Funda on the Funda websites are applicable. If you do not agree with the contents of these documents, please do not use Funda.

Funda reserves the right to unilaterally change these Terms of Use without prior notice. The changes will become effective immediately unless otherwise stated. The announcement will be published on the Funda websites and / or by sending a notice by e-mail to all Funda account holders. If you continue to use Funda after these changes have been made, this implies that you irrevocably accept these adjustments. It is also advised to consult these Terms of Use regularly.

## To what do these Terms of Use apply?

These Terms of Use are applicable to all agreements, offers and services Funda provides unless otherwise indicated. Deviations from these Terms of Use are only valid if explicitly agreed in writing with you.

These Terms of Use also apply to mobile services such as the Funda App. Funda currently offers these mobile services free of charge, but you should bear in mind that the normal rates your network provider charges (such as for using the internet) apply as well.

## Your rights and obligations

For all aspects of use, as a user of a Funda website you should behave in line with what can be reasonably expected from a responsible and careful internet user. It is amongst others prohibited to use the (contents of the) website for actions and / or behaviour contrary to law, public order or morality.

In particular the following actions and / or behaviour is prohibited:

- a. infringement or otherwise acting in breach with the intellectual property rights of Funda and / or third parties;
- b. making infringing, unlawful or misleading statements;
- c. distributing illegal material;
- d. evading or deleting the security of (parts of) the website

You are only permitted to download one copy of the material made available on the website for personal, non-commercial use. Without Funda's prior written consent, you are not permitted to copy, modify, distribute, disseminate, reverse engineer, decompile or otherwise use and / or exploit the provided material.

Only if you have been granted prior written permission by Funda are you permitted to introduce a hyperlink (a technical command that refers to a Funda website, where the website appears within the framework of Funda). Requests for making a hyperlink can be forwarded to [info@funda.nl](mailto:info@funda.nl).

In case you do not adhere to the above permissible use, Funda reserves the right to recover any damage resulting from this non-permitted use from you.

## Material

By placing material (such as photos, texts, videos, floor plans, etc.) on Funda you grant Funda permission to use this material for Funda's publicity purposes. Some placed materials can be used on other distribution channels, such as newspapers or a website that is not related to Funda. By using the services of Funda, you consent to your material being used through these other distribution channels.

Funda has the right to remove your material if Funda is notified through one of its websites that this is unlawful, may cause problems or otherwise violates any law and / or its policies.

## How does Funda handle your personal information?

In the [Privacy Policy](#) you can read for which purpose Funda uses the data collected on this website and how you can change or remove it. In the [Cookie Policy](#) you will

find further information on cookies that Funda uses. The Privacy Policy and the Cookie Policy only relate to the Funda websites and not to other websites to which there are links on the Funda websites.

## **Liability and indemnification**

Funda is not liable for damages resulting from the use of the content of its websites or sites that are connected to the Funda website, by means of a hyper (text) link(s) or tag(s). Funda is also not liable for damages arising out of or related to the use or inability of use of material that is available on its website or acquired through cookies. Funda is not liable for damages resulting from the use of services and / or information from third parties, which are offered through Funda's websites.

Funda is furthermore not liable for damages resulting from the use of electronic means of communication for its website, including - but not limited to - damages resulting from failure or delay in delivery of electronic messages, interception or manipulation of electronic messages by third parties or by software / hardware used for electronic communications and transmission of viruses. The above limitations of liability do not apply if the damage is caused by intent or gross negligence on the part of Funda.

Funda does not guarantee that the website information is up-to-date, complete and / or accurate. Funda also does not guarantee that the information offered on its website is free of errors, deficiencies and / or viruses. Funda also does not guarantee that such faults and / or deficiencies on its website will be repaired or that the viruses will be removed.

When in doubt as to the accuracy of the provided information or if inaccuracies are spotted, we recommend that you contact the person who offers the information (usually the selling broker). Funda is not liable for damages arising directly or indirectly from use of the information gained from Funda.

You indemnify Funda against all claims for damages by third party who (claim to) have suffered damages as a consequence of:

- a. the use of information on one or more Funda websites posted by you or by (authorized) persons acting on your behalf;
- b. otherwise relating to or arising from your use of the Funda websites.

## **Which law is applicable to these Terms of Use?**

These Terms of Use are governed by Dutch law. A dispute with respect to these Terms of Use will be submitted to the competent court in Amsterdam.

## Questions?

If you have questions, please do not hesitate to contact Funda.

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These Terms of Use have been amended on 1 September 2014.