

## **GENERAL CONDITIONS OF USE FOR CONSORTO**

This legal information applies to all the contents of the Consorto website (the 'site') as well as to all electronic correspondence you exchange with us. Please read the General Conditions carefully before using the site. By using the site, you declare your acceptance of the General Conditions without modification, whether you decide to become a registered user or not. If you do not accept the General Conditions please disconnect immediately. Once the online registration procedure is completed, your online access will be activated and you are contractually bound to Consorto for the commercial real estate marketplace service.

Consorto or Consorto.com is a European commercial real estate listing website. The website is owned by Consorto B.V., a company under the laws of The Netherlands, the registered office is at Keizersgracht 391 A, 1016EJ Amsterdam. Email: info@consorto.com. If you wish to access all the website functions then you must register and then complete your personal profile on the website. The Board of Admission will then review your profile and decide whether to approve it. If the Board of Admission approves your profile, you will be immediately accepted and notified of this validation by email and will then be able to have full access to the website.

The Consorto website is only accessible to users that can clearly demonstrate their involvement in commercial real estate industry related activities or services and to commercial real estate owners and their representatives. If you choose to access the website, you agree to be considered as a user of Consorto and agree to abide by the terms and conditions of the present agreement in its entirety and on an exclusive basis. The Board of Admission retains absolute discretion as to whom it accepts for users and will not necessarily enter into any discussions whatsoever as to the reasons why individuals are not accepted for users. We reserve the right to modify this agreement at any time and it is your responsibility to review it periodically. You are assumed to have accepted these modifications if you continue to use the site and/ or its services. These General Conditions will take effect immediately. The General Conditions are written in English. The fact that a member does not receive the General Conditions in his/her native language does not prevent them from applying anyway. The parties agree to means of electronic proof within the scope of their dealings (as an example: email, IT backups, etc).

### **1. ADMISSIBILITY**

You must be at least 18 years of age before you can become a user of Consorto and use the site. By using this site, you declare that you have the right, the authority and the capacity to accept the General Conditions and to respect all of their terms. The registration of a user to the site is subject to a Board of Admission and is based on an assessment of each applicant in accordance with the registration rules and the validation of identity. The admission is finally acquired if the candidate receives a

positive response from the Board of Admission. Once you have submitted your profile by using the registration form, a period of consideration will begin during which the board of admission can ask you questions to get to know you better. You will be informed by email of your admission immediately. Once admitted, you undertake to respect these General Conditions of Sale and Use.

## **2. REGISTRATION (FREE) AND SUBSCRIPTION**

Once your registration has been approved by the Board of Admission and your identity has been validated, you will be able to access all the free functionalities and services available within the framework of Consorto. However, for a direct introduction to a selling or buying user a Consorto brokerage fee is charged. This fee will be charged only upon the successful completion of real estate sales or rental transaction resulting from user introduction by Consorto. We can change the fee prices at any time after giving you reasonable notice. If you refuse a change for the fee price, you can terminate your account by writing to us at the address given below or by sending an email to [info@consorto.com](mailto:info@consorto.com).

Extent of the Service. Consorto enables you to add, view or submit wanted commercial real estate listings in Europe. Consorto also enable users to invite new users to join the website. Consorto does not guarantee your subsequent compatibility with users you meet through Consorto. Consorto draws its member's attention to the fact that Consorto is only an intermediary between the users. When registering on the site, the user warrants that the information supplied is correct and that he/she has the legal capacity to contract and is aged 18 or over. The future user also guarantees that he/she is fully authorized to cover all the costs of using Consorto services. Consorto cannot be held liable for any indemnity of any kind whatsoever. Consorto is, as a simple intermediary, only bound by an obligation means. Consorto cannot be held liable for its recommendations concerning the choice of a users. Consorto cannot be held liable for the non- performance of its obligations in the case of force majeure, and notably in the case of a disruption, total or partial strike, notably of the postal services and transport and/or communication means, flooding, fire, computer crash.

## **3. TERM AND TERMINATION**

The General Conditions apply to you for as long as you are a user of Consorto. You can cancel your registration materialized by your agreement to the General Conditions without having to give a reason by sending a written notification (by e-mail) to the following address: [info@consorto.com](mailto:info@consorto.com). We can immediately remove your profile and your access to Consorto at any time for breach of the General Conditions. In these circumstances we will send you a termination notice to the email address supplied during your request for registration or any other email address which you have given us. We reserve the right not to send this notice, in the event of a criminal offence or fraud. If you breach one or more of the provisions of the General Conditions we can take sanctions which are proportional to your breach. For example, we can freeze your user account, delete prohibited content or prevent the publication of all or part of your

profile. We can also permanently or temporarily block your access to all or part of the Service. Misuse of the Consorto website will be fined with a € 50.000 penalty.

#### **4. THE CONTENT DISPLAYED ON THE SITE, AND PROHIBITED CONTENT**

The information which you supply to Consorto or which you display must be correct and conform to the reality. With the exception of personal information on a physical person to identify a person, this information is being used in accordance with our confidentiality Personal Data Protection Charter, and all the documents which you transmit or display on Consorto.com will be considered not to be confidential and to be unprotected information. We are under no obligation with respect to these documents. We will be free to copy, disclose, distribute, incorporate and use the said documents and all the data, images, sounds, texts, and other elements which are incorporated in them, for any commercial or non-commercial purposes. Consorto can examine and delete all content, messages, photos or profiles broadcasted on Consorto (collectively the "Content") which it legitimately considers breaches the General Conditions. Consorto can examine and delete any content which is liable to be injurious, illicit or which infringes users' rights, prejudices members or threatens their safety. You are exclusively liable for the content you publish present or supply on Consorto.com or which you transmit to other members through Consorto.com. You declare that the content displayed is at all times (a) correct, (b) does not breach the General Conditions and (c) is not prejudicial to anyone in anyway whatsoever.

By displaying Content on Consorto's public area you automatically grant a free non-exclusive irrevocable license to Consorto which you declare you have the right to do, for the duration of the protection of the said content under the corresponding intellectual property rights for the whole world to use, copy, display and distribute the said information and the said Content and to make derivative works from the said information and the said Content, or to incorporate them into other works and to grant and authorize sub licenses for them.

You are prohibited from:

Making remarks which are insulting and defamatory, denigrating, threatening to another person's privacy, hateful, racist, anti-Semitic, xenophobic, revisionist, denigrating, or otherwise reprehensible. Inciting acts of hatred or violence against a group or individual; Using a third party's profile or photographs without their permission; Harassment or encouraging harassment; Transmitting "junk mail", chain letters, or mass unsolicited letters or "spamming"; Broadcasting information which you know to be false or misleading; Promoting illicit, insulting, threatening, obscene, defamatory or libellous activities; Promoting the use of an illicit or unauthorized copy of a work by a third party which is protected by the laws of copyright for example by supplying pirated computer programs or links to such programs, by supplying information to circumvent protection measures installed or by supplying pirated music or links to files of pirated music;

By broadcasting pages to which access is restricted or protected by a password or the content of concealed pages or images (pages or images to which no link exists or which do not come from another accessible page); Broadcasting any pedo-pornographic content or content showing violence against children or soliciting personal information from children; Inciting the commission of illegal activities or supplying pedagogical information for illegal activities, such as the illegal manufacture or purchase of weapons, breach of privacy rights, or supplying or creating computer viruses; Soliciting passwords from third parties and information enabling other people to be identified for commercial or illegal purposes, and carrying out commercial activities without our prior written consent such as holding competitions, lotteries, bartering, advertising and pyramid selling systems or constituting fraud. Your use of Consorto.com must conform to the applicable law, regulations and codes of conduct. Although Consorto is unable to control the conduct of its members outside the site, the use of information obtained through Consorto to harass, insult or harm another person is also considered to be a breach of the General Conditions.

## **5. PROHIBITED ACTIVITIES**

Consorto reserves the right to investigate and to terminate your subscription if you use Consorto incorrectly, or behave inappropriately or illegally. The following is a non exhaustive list of certain actions which you are not allowed to use Consorto for: You cannot pretend to be another person or entity. You cannot track down or harass anyone for any reason whatsoever. You cannot explicitly or implicitly create the belief that Consorto supports your claims without our express prior written agreement. You cannot use a robot, indexing program, or automatic site search or extraction request or other manual or automated systems and processes to extract, index, explore data or reproduce or misappropriate the structure or the presentation of the site, Consorto or its content in anyway whatsoever. You undertake not to display, distribute or reproduce the protected elements, trademarks or other information protected by intellectual property rights or any other property right in anyway whatsoever without the prior agreement of the holder of the said rights. You undertake not to display, send by e-mail or transmit elements containing computer viruses or other computer codes, files or programs designed to interfere, destroy or limit the functionality of Consorto or any software, hardware or telecommunication equipment. You undertake not to create rubrics or manipulate identification information to conceal the origin of the information transmitted via Consorto. You undertake not to transmit or display elements which constitute or encourage criminal behaviour, or behaviour resulting in civil liability or which are contrary to the laws and rights of third parties in The Netherlands or in any other country in the world.

## **6. THE SECURITY OF THE ACCOUNT**

You must keep the username and the password you choose during the registration procedure for the Service confidentiality and you will be fully liable for everything which happens under your usernames and passwords. You agree to immediately inform Consorto of any unauthorized use of your username or password or any other

interference with security and to check that you exit your account at the end of the session. Consorto cannot be held liable for losses or damages resulting from your violation of this article. You must be particularly vigilant if you access your account from a public or shared computer to prevent other people seeing or recording your password or other personal information.

## **7. CUSTOMER SERVICE**

Consorto provides assistance and advice through its employees. You must not make insulting, obscene, injurious, hurtful, sexist, threatening or racist remarks when communicating with employees of Consorto. If we consider that your behavior towards our employees is threatening or insulting, we reserve the right to immediately remove your profile and/or terminate your user registration.

## **8. INTELLECTUAL PROPERTY RIGHTS**

You cannot display, distribute or reproduce elements protected by copyright, trademark or other protected information or relating to intellectual property rights in anyway whatsoever without the prior written consent of the holder of the said rights.

## **9. NOTIFYING ILLICIT CONTENT**

If you think that a content has been copied or reproduced on the Site in breach of your intellectual property rights or if you find content which you consider to be illegal, please send the following information to [info@consorto.com](mailto:info@consorto.com): your surname, forename, profession, address, telephone number, e-mail address, nationality, date and place of birth, the date of notification, a description of the protected content which you claim has been infringed or the content you consider to be illegal, a description of the location of the element of the said content on the Site, the grounds for the claim, specifying the legal provisions on which the claim is based and proof of the facts, a written declaration that you consider, in good faith, that the disputed use has not been authorized by the holder of the rights, his/her representative, or by law, a signed declaration from you stating that the information mentioned in your declaration is correct, a copy of the correspondence sent to the person making the disputed use, demanding the suspension, withdrawal or modification of the content or proof that this person cannot be contacted.

## **10. DISPUTES BETWEEN USERS**

You are alone liable for your dealings with the other users of Consorto. Consorto reserves the right, but is not under the obligation, to closely monitor your disputes with other members.

## **11. CONFIDENTIALITY**

The use of the site and is also covered by our Confidentiality Personal Data Protection Charter. The personal data you communicate to us (in particular sensitive personal data) will be stored on our computers.

## **12. ACCESS TO THE SERVICES**

Consorto endeavours to ensure that the site is accessible 24 hours a day. However we cannot guarantee that it will function without interruption or will be free from errors.

The access to the site can be suspended temporarily without notice in the event of a system failure, maintenance or repair or for reasons which are outside of our control. Consorto cannot be liable in any way for this kind of malfunction to the Service.

## **13. DISCLAIMER OF WARRANTY**

The site's elements are supplied without any warranty. Consequently we exclude all liability to the extent permitted by law (in particular for satisfactory quality, suitability for the intended purpose, and use with reasonable caution), which may have consequences with regards to using the site, outside these legal provisions. We do not warrant that the site, its servers or the emails sent by Consorto, are free from viruses or other harmful components. We make no commitment concerning the accuracy or the reliability of the advice, opinions, assertions or other information displayed, downloaded or issued by us through Consorto, our partners, any user or any other person or entity. You take responsibility for the risks you take when relying on any opinion, user profile, advice, declaration or information. We are not liable for our user's behavior, either online or off-line. Please use the site and the services provided prudently and wisely.

## **14. LIMITATION OF LIABILITY**

To the extent permitted by the company law, we will not be liable for any prejudice of any kind resulting from the use of the site. Generally, we will not be liable for any consequential and/ or unforeseeable loss resulting from your use of the service and the site.

## **15. MODIFICATIONS TO THE GENERAL CONDITIONS**

We reserve the right to modify the General Conditions by informing you when these modifications are brought online. The amended terms will come into force within thirty (30) days from the date they are brought online. If, after having been informed of the modifications to the terms of the General Conditions you wish to de-subscribe from the site, you can terminate your subscription by sending us a notification, and the termination will take effect from the moment we receive the notification or when the said modification comes into force at the latest, if this date is earlier. You will be deemed to have accepted any modification if you continue to use the site after the expiration of the above-mentioned termination deadline.

## **16. ENTITLEMENT TO RIGHTS**

Consorto holds all the rights over the site and its services. All the elements appearing on the site are protected by copyright and by the applicable copyright treaties and legislation throughout the world. All rights are reserved. The elements of Consorto cannot be reproduced, copied, published, edited, transmitted or downloaded in any way whatsoever without Consorto's written permission. Subject to the express provisions of

the General Conditions concerning the license, Consorto does not grant you an express or implicit right over its trademarks, the elements protected by copyright law or any other intellectual property right.

#### **17. ACTIONS BY THIRD PARTIES**

If a law suit is brought against us due to your activities or use of the site or it's services, in particular if you breach the General Conditions or if complaints are made against you by third parties, you undertake to pay for the costs of the proceedings, to release us from all liability and to defend us within the scope of this action. You also agree to cooperate in defense as far as possible and authorize us to take responsibility for the defense and the exclusive control of the action.

#### **18. SEVERANCE OF THE PROVISIONS OF THE GENERAL CONDITIONS**

If one of the provisions of the General Conditions is considered to be null and void or invalid under the terms of the governing law, notably with respect to the above warranty disclaimers and limitations of liability, the said null and void and invalid provision will be deemed to be replaced by a valid provision which reflects the initial provision as far as possible. The rest of the General Conditions will continue to be effective.

#### **19. DISPUTES AND CLAIMS**

The General Conditions are governed by the laws of The Netherlands. Any claims relating to the Consorto site must be sent to Consorto at the address given below

#### **20. GENERAL POINTS**

The use of the site entails acceptance of the General Conditions, and the said acceptance is materialized by the registration for Consorto. The General Conditions constitute the whole of your agreement with Consorto concerning your use of the site and/or it's services. These General Conditions will be conserved by Consorto and can be consulted at the address below

#### **21. CONTACTS**

You can send us your questions concerning the rights and restrictions described above to [info@consorto.com](mailto:info@consorto.com) or the address below. Please contact us if you have any questions. Consorto B.V. Ltd, Keizersgracht 391 A, 1016EJ Amsterdam, The Netherlands. Contractual Document updated on March 9, 2018.