

# General Terms and Conditions

Version of the 1<sup>st</sup> June 2018

These general terms and conditions set out the general terms governing your use of the platform. They apply to you as soon as you first use the platform, and you are deemed to have agreed to be bound by them upon your first use of the platform and through explicit acceptance at various points of the platform. If you do not wish to continue to be bound by these General Terms and Conditions, including the Privacy Policy, then please stop using the platform immediately.

## 1. Introduction

These General Terms and Conditions include the Privacy Policy as set out hereinafter (collectively referred to hereinafter as the “**Agreement**”) are entered into by:

The user (hereinafter the “**User**” or “**you**” or a “**Party**”);

And

Nexvia S.A., a *Société Anonyme* incorporated under the laws of Luxembourg and registered with the *Registre du Commerce et des Sociétés* of Luxembourg under number B 184099, whose registered office is at 4, boulevard Royal L-2449 Luxembourg (hereinafter “**Nexvia**”, “**we**” or “**us**” or a “**Party**”).

The User and Nexvia are hereinafter together referred to as the “**Parties**”.

This Agreement governs the access and use of the Platform and of the Service.

Nexvia provides the User, free of charge, *inter alia*, with software and analytics services to help users understand complex financial questions and make more informed decisions as well as sales listings of properties published on Nexvia’s website application (hereinafter the “**Platform**”) as part of its real estate services. Nexvia may also offer its real estate brokerage, management or investment services. Together referred as the “**Service**”.

While using the Service (as defined above), the User expressly warrants that it is of the age required in its country of residence in order to use said Service.

The User expressly acknowledges and agrees that it may only access and use the Platform and the Service in compliance with the terms of this Agreement.

By accepting this Agreement, by accessing the Platform, you acknowledge and agree to have read and be bound by the terms and conditions of this Agreement and the Privacy Policy, which form part of the Agreement. If you do not wish to be bound by this Agreement, you shall not use the Platform.



Nexvia may update the terms and conditions of this Agreement, in whole or in part, from time to time to reflect any changes in law or for any other reason. If we do update these General Terms and Conditions, we will upload a new version to the Platform and as soon as you use the platform after they have been uploaded, you will be deemed to have agreed to the updated version. You will still be bound by the previous General Terms and Conditions that you have, or deemed to have, agreed to. If there is a conflict between any versions of the General Terms and Conditions to which you have agreed, or deemed to have agreed to, the most recent version shall take precedence unless it is expressly stated otherwise.

If the User does not wish to be bound by any modification of this Agreement, the User undertakes to immediately stop accessing and using the Platform.

**Please read this Agreement carefully prior to accessing and/or using the Platform.**

## **2. Intellectual Proprietary Rights**

The User expressly acknowledges and agrees that Nexvia holds and reserves all intellectual property rights in, to and in relation to the Platform, in particular but without limitation relating to trademarks, trade names, database rights, processes, software, patents, copyrights, designs, images, text, logos, calculations, algorithms and domain names (hereinafter "**Nexvia's Intellectual Property Rights**").

## **3. Use of Platform**

The User agrees not to, and represent and warrant that it will not, reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform, use of the Platform or access to the Platform for any purposes other than for which the Platform are being provided to the User.

The User agrees that it i) shall not access or use the Platform in violation of any applicable laws, or of this Agreement, ii) shall not enable access to any third party of any of Nexvia's limited services by sharing its personal details and personal information generated by the Platform, iii) shall not access and use the Platform in order to build and/or make available in any way any similar or competitive services, iv) shall not make derivative works incorporating any of the elements of, or reverse-engineer or decompile or try to access and/or modify in any way the source codes of any software protected by Nexvia's Intellectual Property Rights, (v) shall not use any high volume automatic, electronic or manual process to access, search or harvest information from the Platform (including without limitation robots, spiders or scripts), vi) shall not use any robot, spider, other automatic device, or manual process to extract, "screen scrape", monitor, "mine", or copy any static or dynamic web page on the Platform or the Content contained on any such web page for commercial use without our prior express written permission.

## **4. Data Protection**



The User expressly acknowledges and agrees that it has read and accepts the Privacy Policy available on the platform that is incorporated herein by reference and that as such, forms part of this Agreement.

## **5. Warranties, Limitations and Limitations**

### *5.1 Nexvia's warranties*

Nexvia warrants that it has the power and authority to enter into this Agreement.

The Platform is made available on an "as is" basis. Nexvia does not warrant that it will operate error-free or in an uninterrupted manner or that the Platform Content shall meet the User's requirements or expectations or that it will fit any particular purpose.

### *5.2 User's warranties*

The User warrants that it has the power and authority to enter into this Agreement.

### *5.3 Liability, limitations and disclaimers*

Nexvia is not intended to provide legal, tax or financial advice. Nexvia is not a financial planner or tax advisor. The Service is intended only to assist you in your understanding of real estate/financial matter and decision-making and is broad in scope. Your personal situation is unique, and any information obtained through Nexvia may not be appropriate for your situation.

The Platform (including its software and analytics services) is exclusively designed for the general information of the User only and is (i) not intended to address the specific circumstances of any particular individual or entity, and is (ii) not necessarily comprehensive, complete and accurate. Nexvia does not guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. The User must be aware that the information to which it has access is provided "as is" without any express or implied guarantee by Nexvia. The User uses the Platform and its Content at its own risk.

Nexvia cannot be held liable for mistakes, omissions, or the possible effects, results or outcome obtained further to the use of the Platform or for any loss which may arise from reliance on materials contained in it, which is issued for informative purposes only. No User shall act or refrain from acting on the basis of any matter contained in this Platform without considering and, if necessary, taking appropriate advice in respect to its own particular circumstances.

The User is responsible for obtaining, installing, maintaining and operating all adequate software (such as the Nexvia web application), hardware (such as its computer) or other equipment (such as obtaining an internet connection), necessary to access and use the Platform.

In no event shall Nexvia be liable towards the User for any indirect damage, in particular, but not limited to, damages resulting from the loss of data or loss of profits arising under or in connection with this Agreement, or from or in connection with the use of the Platform.

## **6. Indemnification**

Notwithstanding article 2 above, the User agrees to defend, indemnify, and hold Nexvia and its managers, affiliates and/or employees, harmless from and against all claims, suits, proceedings, losses, liabilities, damages, costs and expenses (including without limitation any legal fees) (hereinafter the “**Claims**”) made against or incurred by Nexvia arising out of the User’s access and/or use of the Platform, of the Services or of the Platform Content if such access or use is made in breach of the User’s obligations under this Agreement, or in violation of any applicable laws or any third party’s rights, including right to privacy and intellectual property rights.

In the event Nexvia receives any Claim from a third party as specified above, Nexvia reserves the right to discontinue the User’s access to the Platform.

## **7. Miscellaneous**

*Applicable Law and Venue.* This Agreement shall be governed and construed in accordance with the laws of the Grand-Duchy of Luxembourg.

*Assignment.* Nexvia may assign, transfer or otherwise dispose of any of its rights or obligations under the Agreement to a third party.

*No Agency.* The Parties are independent contractors. Nothing in this Agreement shall be construed as creating any relationship of any sort between the Parties other than the one expressly provided by this Agreement, including without limitation any sort of partnership, joint venture, or agency relationship.

*Survival.* Notwithstanding the termination of this Agreement for any reason, Articles 2 – Proprietary Rights, 4 – Data protection, 5 – Warranties, liability and limitations, 6 – Indemnification, and 7 – Miscellaneous of this Agreement shall continue in full force and effect following such termination.

*Notices.* All notices, demands and requests of the User to Nexvia shall be made at the following address: [hello@nexvia.lu](mailto:hello@nexvia.lu)

All notices, demands and requests of Nexvia to the User will be deemed given when sent by e-mail to the User’s e-mail address as specified by such User.