

## General Terms and Conditions

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. 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, including 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 brokerage 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, including the Privacy Policy, which form part of the Agreement. If you do not wish to be bound by this Agreement, you may 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) may not access or use the Platform in violation of any applicable laws, or of this Agreement, ii) may 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) may not access and use the Platform in order to build and/or make available in any way any similar or competitive services, iv) may 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) may not upload or transmit any form of virus, worm, Trojan horse or other malicious code, (vi) may 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), (vii) may not interfere in any way with the proper functioning of the Platform or interfere with or disrupt any servers or networks connected to the Platform or disobey any requirements, procedures, policies or regulations of networks connected to the Platform and/or (viii) may 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 hereinafter 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 should 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.

The User acknowledges that the internet is not a stable or secure environment. As such, Nexvia may not be held liable for any defects or delays in the access or use of the Platform arising as a result of any problem associated with the internet.

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:

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.

## Privacy Policy

### 1. Introduction

The terms and conditions of this privacy policy (hereinafter the “**Privacy Policy**”) apply to the Service and its Users under the conditions set out in Nexvia’s General Terms and Conditions (available above or at: <http://www.nexvia.lu>) (hereinafter the “**Terms and Conditions**”).

Notwithstanding the foregoing, in this Privacy Policy, all capitalized terms shall have the same meaning as set forth in the Terms and Conditions, unless otherwise stated.

For the purpose of providing the Service, Nexvia collects personal data within the following conditions.

**The Users expressly agree that they have read this Privacy Policy carefully, that they have understood its meaning and are thus perfectly informed of and expressly accept its content.**

### 2. Data Collected

When the Users use the Service, Nexvia may ask the Users to provide, *inter alia*:

- Contact information such as name, first name, telephone number, e-mail address, etc.;
- Information regarding a User’s property or property it intends to acquire or rent, such as its location, surface area, number of rooms, etc.;
- Information regarding a User’s status, such as its marital status, number of children, etc.;
- Information regarding a User’s financial position including net revenues, marginal income tax rate, down payment available to contract a loan, etc.;
- Information regarding a User’s willingness to sell or acquire a property.

Nexvia may also collect personal data of users surfing on Nexvia’s website, such as these users’ IP addresses or information regarding the Users’ mobile device. For the purpose of this Privacy Policy, it is understood that such users are referred to as “Users” when relevant.

In this Privacy Policy, the personal data as mentioned above are referred to as the “**Personal Data**”.

### 3. Use of Data

#### *3.1 Purpose*

Nexvia uses the personal data collected for the following purposes:

- Identification and authentication of the Users when such Users access the Service;
- Providing the Service to the Users as well as customer support;

- Respond to your requests, resolve disputes and/or troubleshoot problems;
- Improving the quality of the Service provided;
- Market research purposes, e.g., measurements of traffic and usage trends;
- Marketing and advertising Nexvia's products and services (and those of third parties) to you that Nexvia believes may be of interest to you. If you prefer that we do not send you these messages, please see articles 5 and 6 below on your choices regarding your Personal Data to learn how to opt-out.
- Billing purposes, if applicable.

Nexvia's Service may provide URL links towards third-party websites. Nexvia is not responsible for the manner in which these third-party websites handle any personal data that may be disclosed to them. The Users are invited to refer to the appropriate third-party website's privacy policy in order to verify how their personal data are used by such third-party website.

### *3.2 Disclosure of Data*

Although we currently do not have a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, "Affiliates"), we may in the future. We may share some or all of your Personal Data with these Affiliates, in which case we will require our Affiliates to honor this Privacy Policy.

We may disclose your Personal Data to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
- If we or substantially all of our assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

We may share your Personal Data with selected third parties including:

- business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you, and of any marketing and advertising purposes;
- advertisers and advertising networks that require the data to select and serve relevant adverts to you and others; and
- analytics and search engine providers that assist us in the improvement and optimisation of our site.

### *3.3 Storage of Data*

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Where we have given you (or where you have chosen) a password or an activation code, which enables you to access certain parts of our site, you are responsible for keeping this

password or activation code confidential. We ask you not to share a password or activation code with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### **4. Cookies**

Cookies are small amounts of data sent on the Users' and any Nexvia website user's browser and stored on their hard drive that may not allow identification of the party receiving the cookies, unless such party has already provided Nexvia with personal information allowing such identification.

Nexvia may use cookies in order to provide the Users with a tailored experience while using the Platform.

In this regard, Nexvia may use:

- Session cookies that enable Nexvia to process and memorise the Users' usage and requests during a given session on the Platform. These cookies are necessary in order to use the Service;
- Persistent cookies that enable Nexvia to remember the Users' information in order to provide easier and more convenient access to the Service, tailored information, web content and promotional messages to the Users, and that are used for market research purposes.

Any information collected via these cookies may be shared by Nexvia with selected third parties in accordance with article 3.2 for the purpose of providing the Service.

The Users or any user of Nexvia's website may set their browser parameters in order to select the types of cookies they wish to receive or not receive from Nexvia.

#### **5. Marketing Preferences**

Nexvia may use the Users' Personal Data to contact the Users to discuss the Service they access via the Platform or to contact the Users or send the Users information concerning Nexvia and/or its products and services and/or promotional activities via newsletters, messages, calls and letters to the e-mail address, telephone number or postal address provided by the Users.

By accepting this Privacy Policy, the Users thus expressly accept that Nexvia uses the e-mail address, telephone number or postal address provided by the Users in order to contact the Users for the purposes above.

The Users may opt out of being contacted by Nexvia through automatized systems at any time by using the opt-out link provided in any newsletter sent to the Users or by contacting Nexvia in this regard at the following e-mail address: [opt-out@nexvia.lu](mailto:opt-out@nexvia.lu).

## **6. Rights of the Users**

You have the right to ask us not to process your Personal Data for automatised marketing and advertising purposes. We will inform you (when collecting your data) if we intend to use your data for such purposes or if we intend to disclose your Personal Data to any third party for such purposes. You can exercise your right to prevent such processing by choosing certain answers on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [opt-out@nexvia.lu](mailto:opt-out@nexvia.lu).

The Users are entitled to request Nexvia to provide the Users, free of charge, with a list of all of the Users' Personal Data stored by Nexvia by sending an e-mail in this regard to the following e-mail address: [hello@nexvia.lu](mailto:hello@nexvia.lu).

Nexvia undertakes to provide the Users with such list within a reasonable timeframe.

## **7. How to Contact Us**

The Users can contact Nexvia for any questions concerning this Privacy Policy at or by postal mail at Nexvia S.A. - 4, boulevard Royal L-2449 Luxembourg

## **8. Miscellaneous**

This Privacy Policy shall be governed and construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the judicial district of Luxembourg-City have exclusive jurisdiction in relation to any dispute arising out of or in relation with this Privacy Policy.