

Stadswonen Portal Terms & Conditions

These Terms & Conditions describe the terms under which usage can be made of the “Stadswonen Portal” facility.

The Stadswonen Portal is managed by Stadswonen Rotterdam, which is part of the Stichting Woonstad Rotterdam housing association, registered with the Netherlands Chamber of Commerce under number 24041502, based at Rochussenstraat 21 in Rotterdam. Questions about the Stadswonen Portal should be put directly to Stadswonen Rotterdam.

Article 1 – Definitions

- 1 Stadswonen Rotterdam: a specialist in providing accommodation for young individuals (living as single people, without children), with an (inner) city orientation, contactable via info@stadswonenrotterdam.nl and 010-245 67 00.
- 2 External Provider: any legal entity other than Stadswonen Rotterdam, in particular a social (media) network such as LinkedIn, Facebook or Twitter, that processes User data for purposes such as sharing it with third parties or linking it with other data.
- 3 User: a student or young person recently moved out of the family home (natural person between the ages of 16 and 35) who is an accommodation seeker or (primary) tenant through Stadswonen Rotterdam, who has access to and uses, or will use, the Stadswonen Portal (mijn.stadswonenrotterdam.nl/en/).
- 4 Terms of Use: these Terms & Conditions that apply to the use of the Stadswonen Portal.
- 5 Stadswonen Portal: the online service via mijn.stadswonenrotterdam.nl that Stadswonen Rotterdam offers to the User via a personal account, in addition to the usual written and telephone communication channels, which makes electronic data exchange possible and for which these Terms of Use apply.
- 6 Stadswonen Rotterdam: part of the Stichting Woonstad Rotterdam housing association, with registered office in Rotterdam and registered with the Netherlands Chamber of Commerce under number 24041502.

Article 2 –Applicability and amendments

- 1 These Terms of Use apply to use of the Stadswonen Portal.
- 2 By using the Stadswonen Portal the User agrees to these Terms of Use and any other specific terms and conditions associated with it. These Terms of Use can also be referred to on mijn.stadswonenrotterdam.nl, from where they can also be downloaded and/or printed.
- 3 To be eligible for Stadswonen Rotterdam (student) accommodation, the User must comply with certain rules, which are an integral part of these Terms of Use. These rules can be referred to at <https://www.stadswonenrotterdam.nl/en/how-it-works>.

- 4 These Terms of Use apply regardless of whether the User's status is that of accommodation seeker or (primary) tenant with Stadswonen Rotterdam, and regardless of the applicability of the Stadswonen Rotterdam Rental Terms & Conditions, which contain additional provisions concerning electronic communication between the User and Stadswonen Rotterdam.
- 5 If the case of one or more provisions within these Terms of Use being found to be void, becoming void or losing their validity for any reason, Stadswonen Rotterdam has the right to replace the provision(s) concerned, while the remaining provisions continue to remain in force as far as possible.
- 6 In the case of the Stadswonen Portal making use of an External Provider's services and/or data, the relevant External Provider's Terms & Conditions and Privacy Policy apply, possibly in addition to those of Stadswonen Rotterdam. Stadswonen Rotterdam is not responsible for External Providers' services and terms.
- 7 Stadswonen Rotterdam is entitled to change the Terms of Use and, in the case of doing this will inform the User, either via the Stadswonen Portal or via email, at least one (1) month prior to the changed Terms of Use taking effect and give them the opportunity to become acquainted with the changed Terms of Use.
- 8 The Amended Terms of Use will apply automatically, unless the User explicitly informs Stadswonen Rotterdam that he or she does not accept the amended Terms of Use. This must be done within one (1) month of receiving the amended Terms of Use by cancelling the User account via the Stadswonen Portal. The User must contact the Stadswonen Rotterdam Customer Contact Centre before terminating their account.

Article 3 – Licence

- 1 Stadswonen Rotterdam grants the User a non-exclusive, non-sublicensable, non-transferable licence for using the Stadswonen Portal. The User is not permitted to use the Stadswonen Portal for commercial purposes.
- 2 The User may not make the Stadswonen Portal available to third parties, nor sell, rent, decompile, reverse engineer or modify it without prior permission from Stadswonen Rotterdam. Neither may the User remove or bypass technical functionalities that are intended to protect the Stadswonen Portal (nor have them removed or bypassed).
- 3 Stadswonen Rotterdam reserves the right at any time to modify or take down the Stadswonen Portal, change or remove data within it, deny use of it by terminating the licence, and restrict its use or deny access to it in whole, in part, temporarily or permanently. In such instances, Stadswonen Rotterdam will inform the User about this in an appropriate manner.

Article 4 – Use

- 1 Use of the Stadswonen Portal is free of charge and without obligation. However, Stadswonen Rotterdam does charge a registration fee to accommodation seekers. Costs associated with

accessing the internet and the use of mobile data and any (peripheral) equipment are borne by the User. Use of the Stadswonen Portal is at the User's own expense and risk.

- 2 Users can use the Stadswonen Portal to organise matters associated with their living arrangements online, in particular to register as an accommodation seeker, view pending and closed applications, change and check personal information, submit repair requests 24/7 and download brochures and application forms.
- 3 Users cannot derive any rights from the duration of their registration or use of their Stadswonen Portal account.

Article 5 –Request for user name and password

- 1 To gain access to and make use of the Stadswonen Portal, the User must create an account at mijn.stadswonenrotterdam.nl. The User must complete the application form completely and truthfully.
- 2 Stadswonen Rotterdam reserves the right to refuse a request to create an account, without giving any reason. In such cases the User will be informed of the refusal as soon as possible.
- 3 If the request to open an account is approved, Stadswonen Rotterdam will provide login details to the User via an email which contains a link. The User must use this information one-time to activate their personal account via the link. After activating their account, the User must create a new password of his or her own choosing. Stadswonen Rotterdam will provide the User with a (fixed) user name.
- 4 The activation details, user name and password may only be used by the User personally and are not transferable. Stadswonen Portal accounts may only be created by accommodation seekers and (from the moment of being allocated an accommodation) primary tenants. An account may only be used by one (1) accommodation seeker. There can only be one (1) account per rental address. If applicable and necessary, a co-tenant may also use the primary tenant's account if they have their permission to do so.
- 5 If a User loses their login code and/or password, knows or suspects that their login code and/or password is known to third parties and/or notices irregularities during their use of the Stadswonen Portal, they must immediately report this (by telephone) to the Stadswonen Rotterdam Customer Contact Centre. Up till the time of notification, the User is liable for all damages and costs arising from access to and use of the Stadswonen Portal obtained through their login data.

Article 6 – User responsibilities

- 1 The User must handle their login code and associated password with great care to ensure these are kept secret from others and not disclose them to third parties. The User is responsible for their use of the Stadswonen Portal. All actions taken by the User via the Stadswonen Portal, such as asking questions, amending information or requesting repairs, are at the User's own account and risk. The User is responsible for the correctness of information and data provided to Stadswonen Rotterdam

(and any third parties it may have engaged) via the Stadswonen Portal. Stadswonen Rotterdam is not obliged to check this User information.

- 2 In the event of any details changing, the User must notify Stadswonen Rotterdam and change the information accordingly in their account in a timely manner.

Article 7 – Login codes and denied access

- 1 If an incorrect password is entered 3 times when logging in to the Stadswonen Portal, access will temporarily be blocked. This can be seen when attempting to log in for a fourth time. The ability to log in will become available again after 30 minutes.
- 2 The User's account can be blocked, for the objective of protecting the User's privacy, if Stadswonen Rotterdam suspects there are, or have been, irregularities with regard to the login procedure. In such cases, the User can contact the Stadswonen Rotterdam Customer Contact Centre.
- 3 Stadswonen Rotterdam is authorised at all times, if there are good reasons, to deny the User individual access to the Stadswonen Portal, for example by (temporarily) blocking the user name and associated password.
- 4 In none of the cases referred to in paragraphs 2 to 4 of this article is Stadswonen Rotterdam obliged or liable, on any basis or for any reason, to compensate the User (financially) or reimburse the User for any (consequential) damage the User has caused.
- 5 Stadswonen Rotterdam explicitly reserves the right to exclude a User from any further use of the Stadswonen Portal if the User, in the opinion of Stadswonen Rotterdam, has in any way contravened these Terms of Use or if the actions and/or conduct of the User are not in accordance with the objectives for which Stadswonen Rotterdam provides this additional service.
- 6 In the case as referred to in the previous paragraph (5), Stadswonen Rotterdam has the right to take further legal measures against the relevant User(s) and possibly claim (additional) compensation.
- 7 In cases where the User contravenes these Terms of Use, Stadswonen Rotterdam can take the following action(s) against the User, whether or not with prior (written) warning:
 - I. denying or restricting the User's access to the Stadswonen Portal;
 - II. deleting the User's account;
 - III. Providing (personal) information to third parties including the police, the judiciary and other entitled parties.

Article 8 – Use, management & maintenance

- 1 Stadswonen Rotterdam is entitled to (temporarily) take the Stadswonen Portal out of service or (temporarily) limit its use, if this is necessary for reasons such as making adjustments, changes or additions or in connection with performing (necessary) maintenance. The User

indemnifies Stadswonen Rotterdam against any liability whatsoever with regard to any consequences that this (temporary) unavailability or limitation of service may result in for the User(s).

- 2 Stadswonen Rotterdam does not guarantee that the Stadswonen Portal will function continuously, is free from viruses, errors and/or defects of any kind or nature or that the information provided on the Stadswonen Portal is complete, correct or up-to-date. The User must ensure their access to the Stadswonen Portal is fully secure. Stadswonen Rotterdam cannot be deemed or held liable by the User(s) in instances as referred to in paragraphs 1 and 2 of this article.
- 3 The User may, if they wish, contact Stadswonen Rotterdam with questions and for support concerning the Stadswonen Portal.

Article 9 –Termination options

- 1 The User can cancel and terminate their account at any time. To do this, the User must contact the Stadswonen Rotterdam Customer Contact Centre
- 2 Upon termination of the User's Tenancy Agreement, the login code and associated password for using the Stadswonen Portal will be automatically blocked and taken out of operation, thereby automatically terminating the account for using the Stadswonen Portal.

Article 10 –Liability

- 1 Stadswonen Rotterdam has taken the greatest possible care and attention when compiling and writing the content within the Stadswonen Portal. Stadswonen Rotterdam is not responsible for the presence of any defects or other imperfections, in particular for incomplete, out-of-date or incorrect information.
- 2 Use of the Stadswonen Portal is entirely at the User's own risk. Any consequences of unauthorised use or misuse will be borne by the User. Stadswonen Rotterdam is not liable for damages caused by the use of the Stadswonen Portal.
- 3 Stadswonen Rotterdam provides the information posted on the Stadswonen Portal on an "as is" basis, excluding any expressed or implied guarantees, promises or indemnities of any kind, including (but not limited to) the exclusion of guarantees with regard to entitlement to (property) rights, sufficient quality and suitability for a specific purpose.
- 4 The User indemnifies Stadswonen Rotterdam against all claims from third parties, for whatever reason, with regard to any compensation for damage, costs or interest or other forms of compensation, related to or arising from the use of the Stadswonen Portal and/or a violation of these Terms of Use and/or any other rights of third parties.

Article 11 – Privacy and cookies

- 1 When using the Stadswonen Portal, the User and Stadswonen Rotterdam must both observe the applicable laws and regulations relating to personal data protection (privacy).
- 2 Stadswonen Rotterdam uses data provided by the User ('Personal Data') via the Stadswonen Portal only for its own purposes and uses and handles this with the greatest possible care.
- 3 Stadswonen Rotterdam will not provide Personal Data to third parties without the User's prior consent, unless the User agrees to this in advance according to the provisions in Article 12.1 and in those cases when Stadswonen Rotterdam is requested to do in response to a legal provision or court order.
- 4 Stadswonen Rotterdam retains data relating to usage of the Stadswonen Portal such as IP addresses, domains, dates and times of calls or requests, referring websites and other parameters in the URLs. These log files and data are used in an anonymous manner for statistical purposes.
- 5 In order to improve the Stadswonen Portal's ease of use, Stadswonen Rotterdam makes use of so-called "cookies". The User can remove cookies (themselves) from the (peripheral) equipment they are using at any time and set their browser to disable cookies. This can have consequences for the user-friendliness of the Stadswonen Portal. It may be that certain preferences have to be reset or that the User has to log in again. Cookies are put in place due to Stadswonen Rotterdam's use of the Google Analytics service. Stadswonen Rotterdam uses this service to keep track of the use of the Stadswonen Portal and to obtain reports. The Stadswonen Rotterdam website includes buttons to promote or share web pages via social networks (such as LinkedIn, Facebook, Twitter). Use of these buttons causes cookies to be placed. Stadswonen Rotterdam has neither control nor influence in this regard.

Article 12 –Data (processing)

- 1 The User gives Stadswonen Rotterdam permission to include his or her Personal Data, whether already known or not, in Stadswonen Rotterdam's database, which is required for Stadswonen Rotterdam's (financial) administration, management and implementation of tasks as a potential landlord. This includes permission for the electronic exchange of data between Stadswonen Rotterdam and the User and/or third parties (including contractors, plumbers and hosting providers), as well as explicit permission to link Personal Data to data from social media in connection with the use of the Stadswonen Portal.
- 2 When the User makes use of the payment facility in the Stadswonen Portal, data is exchanged with Ogone, which is the company through which the iDEAL payment process runs. Stadswonen Rotterdam is, in compliance with legal obligations, authorised to decide which Personal Data is made accessible to the User, whereby Users do not all need to be treated the same. In addition, Stadswonen Rotterdam is authorised to decide which of the data made accessible to each User may be altered by the User, whereby Users do not all need to be treated the same.
- 3 The processing of Personal Data by Stadswonen Rotterdam takes place in the context of efficient and effective business operations and is only intended for the purpose of being able to

offer Users the most complete and comprehensive service possible. In principle Stadswonen Rotterdam uses the Personal Data:

- a. when registering a User account for the Stadswonen Portal and to create and manage this account; to enable the Stadswonen Portal to function as optimally as possible;
 - b. to adjust the Stadswonen Portal's behaviour to each User's personal preferences and needs;
 - c. to (be able to) further develop and improve the Stadswonen Portal in the interests of the User;
 - d. to contact (or enable contact with) the User for, among other things, carrying out of tasks in response to requests for repairs and other types of requests, or to inform the User about new services and/or changes to services;
 - e. for keeping Users up-to-date with information about products and services provided by the Stadswonen Portal and Stadswonen Rotterdam;
 - f. for statistical purposes;
 - g. to prevent misuse and improper use of the Stadswonen Portal.
- 4 If it appears that a User's Personal Data is factually incorrect, incomplete for the purposes of being processed, not relevant or otherwise in conflict with the General Data Protection Regulation or the Personal Data Protection Act, the User is entitled to request access to their Personal Data by contacting Stadswonen Rotterdam by telephone or in writing (including by email), for the purpose of improving, supplementing, deleting or protecting it. Stadswonen Rotterdam will consider such a request, in principle, as a complaint, and handle it as such in accordance with the internal complaints procedure.
- 5 The User is asked to describe the complaint sufficiently, clearly and as completely as possible, as well as indicating whether they are (also) making a request to Stadswonen Rotterdam with regard to the processing of data.
- 6 Stadswonen Rotterdam does not store Personal Data for longer than is necessary for enabling use of the Stadswonen Portal, as long as the Tenancy Agreement between the User and Stadswonen Rotterdam is in force or as long as Stadswonen Rotterdam is required to do so by law. The Personal Data will then be deleted.
- 7 Stadswonen Rotterdam will store the Personal Data in a secure database. The database is only accessible to persons authorised by Stadswonen Rotterdam and only to the extent that is necessary for enabling functionality. Every person who has access to Personal Data is obliged to keep this data confidential, unless otherwise determined by law or regulation. Stadswonen Rotterdam has taken appropriate technical and organisational measures to protect the Personal Data from loss and any form of unlawful processing.
- 8 The Stadswonen Portal may contain links to other websites that are not under Stadswonen Rotterdam's supervision. Stadswonen Rotterdam accepts no liability whatsoever for the protection of Personal Data left on such sites by the User or for their content.

Article 13 – Intellectual property

- 1 All intellectual property rights and/or similar rights to the (content of the) Stadswonen Portal, including the underlying software, images, trade names and brands, rest solely and exclusively with Stadswonen Rotterdam or its licensors.
- 2 The User will at all times take Stadswonen Rotterdam's name and reputation into account and ensure that their use of the Stadswonen Portal in no way harms the rights and/or reputation of Stadswonen Rotterdam.
- 3 The user indemnifies Stadswonen Rotterdam against any claims from third parties made due to the User's infringement of their intellectual property rights.

Article 14 –Complaints, disputes and applicable law

- 1 These Terms of Use are governed by Dutch law.
- 2 If the User has a complaint about the Stadswonen Portal and associated services which they wish to submit to Stadswonen Rotterdam, they should refer to the Stadswonen Rotterdam website on which the internal complaints procedure is further described. In the event of any need for clarification, the User can always contact the Customer Contact Centre (by telephone).
- 3 All factual and legal disputes arising from or related to the User's use of the Stadswonen Portal will be submitted to and settled by the competent court in the District of Rotterdam.