

# Terms & Conditions ResiRest

Last Revised: August 2021

The Terms and Conditions below apply when using our website, mobile applications and our services.

## 1. Defined Terms

- 1.1 "ResiRest" means ResiRest BV, the company maintaining the matching services of Local Families and Guests on the Site and any of its partners, group or associated companies or Payment Provider. ResiRest owns and operates the website [www.resirest.com](http://www.resirest.com) and the ResiRest-App.
- 1.2 "Local Family" or "Family" means the individual using the Site and/or App to offer the Home Dining Experience to a Guest.
- 1.3 "Guest" or "Traveler" means an individual who has agreed to join the Home Dining Experience with the Local Family.
- 1.4 "Event" means a home dining experience arranged by the Local Family where the Local Family provides a home cooked meal to Guests.
- 1.5 "Site" means [www.resirest.com](http://www.resirest.com) and any other website or related mobile App or other applications edited, maintained or operated by ResiRest alone or with others which offer similar services.
- 1.6 "User" refers to a Guest, Local Family or any other person who has completed the registration on the Site.
- 1.7 "User Account" means an account with the Site and/or App opened by a User and used to access the Service provided by the Site and/or App.
- 1.8 "Service" means the experience as a total, starting at the booking-proces, and ending after the local home-dining experience between the Guest and the Local Family.
- 1.9 "Service Fee" means the fee of the total transaction amount ResiRest charges for their services. This fee is included in the prices shown on the Site.

## 2. Acceptance of The Terms and Defined Terms

- 2.1 By using the Site and/or App, whether as a Local Family, Guest or User, you signify that you have read, understand and agree to be bound by these Terms and Conditions and accept that your personal data may be processed by the Privacy Policy. In the event where any User fails to comply with any of the Conditions, ResiRest reserves the right to withdraw the User Account in question and suspend or withdraw all services to that User without notice. The agreement for the provision of the Event is between Guest and Local Family, and ResiRest is not a party to these arrangements or agreements between them.
- 2.2 ResiRest, at its sole discretion, reserves the right, to modify or replace any of these Terms and Conditions, or change, suspend, or discontinue the service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you a notification through the Service or through email. ResiRest may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check these Terms and Conditions periodically for changes. Your continued use of the service following the posting of any changes to these Terms of Service constitutes acceptance of those changes. You can review the most current version of the Terms and Conditions at any time at [www.resirest.com](http://www.resirest.com).

### 3. Registration

- 3.1 You may browse ResiRest and/or the ResiRest app and view content without registering, but as a condition to using certain aspects of the service, you are required to register with ResiRest and represent, warrant and covenant that you provide ResiRest with accurate, truthful, and complete registration information - including, but not limited to first name, last name, age, address, valid telephone number, email address and a password you will use to access the Service - and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms and Conditions, which may result in immediate termination of your ResiRest account.
- 3.2 ResiRest explicitly prohibits you to:
  - provide any false personal information to ResiRest, or create any account for anyone other than yourself without such person's permission;
  - use a User's name that is the name of another person with the intent to impersonate that person;
  - use a User's name or ResiRest account that is subject to any rights of a person other than you without appropriate authorization; or
  - a User's name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.
- 3.3 ResiRest will not be liable to any User if any information provided by a User is incomplete, inaccurate, misleading or fraudulent.
- 3.4 You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your ResiRest password. You shall never use another user's account without such other user's prior express permission. You will immediately notify ResiRest in writing of any unauthorized use of your account, or other account-related security breaches of which you are aware. You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms and Conditions and register for the service. ResiRest is concerned about the safety and privacy of all its Users.
- 3.5 By registering to the service, you affirm that you are 18 years of age or older and that you accept the Terms and Conditions. If you are under 18 years old you may not use the service on behalf of yourself or any other person or entity, and you must not provide ResiRest with any of your personal details.
- 3.6 ResiRest takes great measures to provide you with the best experience you can have while using ResiRest, however, ResiRest has no control over the conduct of any Local Cooks, Guests or any other User and disclaims all liability in this regard. Local Families and Guests are recommended to carefully and thoroughly examine and check with their Guests or Local Families all the necessary details related to their reservation before any engagement is being made.
- 3.7 To become a registered User of the service, you may either join using a third party account (e.g. Facebook) or open a User account directly on the Service. By registering for the Service with a third-party account (e.g., Facebook), you hereby grant us permission to access and use your information through that service, as permitted by that third party service, and to store your log-in credentials for that service to enable the service. If you do not use a third party account, you may become a registered User of the service by providing us with several details about yourself. The details we need to enrol you, can consist of, among others, your real name, active email address, and country of residence. You will be asked to choose a password, which must be kept in confidence at all times. The details you voluntarily provide us shall be maintained according to our Privacy Policy. You agree not to disclose your username and password to any third party.

## 4. Reservation and Billing

As a registered User, each Guest is welcome to make an online-/App reservation with any Local Family offering his services on ResiRest. Payment for your Reservation can be arranged by using iDEAL or a credit/debit card. As part of the reservation process, you will be asked to create your profile and wait to receive a confirmation from the Local Family you made a certain reservation. The contact form you have filled in will be delivered automatically to your respective Local Family. Once your reservation is confirmed, ResiRest will notify you by email and/or the Site and/or other possible means that your reservation is confirmed and then will charge you for the full-service amount, which includes a ResiRest Service Fee of total amount. The Service Fee may slightly be different due to currency conversion rates, transfer-costs and country-specific circumstances. The reservation amount charged from you will be kept faithfully by ResiRest and in compliance with any applicable law, and will only be transferred to the respective Host after your reserved Event.

## 5. Fees and Payments

- 5.1 As a Guest, in order to make an online reservation on ResiRest website and/or App, you will/can be requested to provide ResiRest with additional personal information, such as home address, phone number, etc. Note that we will not disclose any of your personal information to others, except for your name, contact details and the contact form you filled in, to place your reservation with the respective Local Family and to provide you with the service.
- 5.2 Local Families are required to post prices including all applicable taxes for reservation they offer on ResiRest, as such reservation may be subject to taxation as required or ordered by the applicable tax law in the country in which respective Local Families reside. Local Families are solely responsible to determine the applicable taxes and are hereby required to comply with the applicable tax law and pay any taxes including VAT if needed, surcharges, sales taxes, goods and services taxes, and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes imposed and levied in connection with reservations made of their respective Events via ResiRest or the payment thereof and they represent and warrant that they will pay such taxes in time and in compliance with the applicable tax law. Note that failing to pay such taxes, as ordered by applicable tax law or to comply with any provisions the applicable tax law may prevent such Local Families from continuing publishing their Home Dining Events on ResiRest.
- 5.3 The reservation amount charged from Guests will be kept faithfully by ResiRest's Payment Provider and in compliance with any applicable law, and will only be transferred to the respective Local Family within a week of the event for Local Families' Event and provided that no cancellation notification was made before that day by the Local Family. A Local Family will be paid the reservation amount after deduction of Service Fee including of money collection and money transfer fees (e.g. Payment Provider fees). To transfer money ResiRest has to be informed about Local Families' account in written (via the site, mobile application, email or other communication tools as WhatsApp, another messengers). The Local Family is responsible for providing the correct information. In the case of the incorrect information provided ResiRest cannot be held responsible for not transferring money to the Local Family. If money has been transferred to incorrect account due to the mistake of Local Family, ResiRest can refuse to pay out money which has been transferred to the incorrect account.
- 5.4 You, a Guest, represent and warrant that you will pay to your Local Family all fees and taxes incurred with your Reservation in a timely manner and in compliance with ResiRest's fee schedule. Failing to settle your payments including any taxes incurred with your Reservation, will prevent you from executing your Reservation with ResiRest and from further using ResiRest. Notwithstanding the above, ResiRest shall reserve the right, but have no obligation, to withhold any applicable taxes and obtain any other remedies available by law.
- 5.5 ResiRest may, at any time and at its sole discretion, convert a free of charge service to a fee-based service, and change rates and payment terms. ResiRest may deduct foreign currency processing
- 5.6 Costs from any payment. Any changes in ResiRest's fee schedule will take effect immediately after

being posted on ResiRest.

- 5.7 ResiRest may provide a feature through which Users may view their Fees in foreign currencies. This information is believed to be accurate, but we do not warrant or guarantee such accuracy. You hereby agree and acknowledge that these views of Fees are for your convenience and informational purposes only. You acknowledge that the applicable exchange rate used for currency conversion processing may not be identical to the applicable market rate in effect at the specific time such processing occurs.
- 5.8 Please note that ResiRest does not currently charge fees for the creation of Events/ Local Families Profiles. However, you acknowledge and agree that ResiRest reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Events/ Local Families Profiles. Please note that ResiRest will provide notice of any Event/Local Families Profiles fee collection via the Site and/or App and Services, before implementing such a fee feature.

## **6. Cancellation of Reservation**

- 6.1 All Reservations are subject to ResiRest's cancellation policy, as stated below:
- If a reservation is cancelled by a Guest at least 22 days prior to the applicable Event date, the Guest shall be reimbursed the full Amount net any commissions and fees paid by ResiRest (e.g. – Payment Provider fees).
  - If a Reservation is cancelled by a Guest less than 22 days before the applicable Event, the Guest shall not be entitled to any return, credit or reimbursement.
- 6.2 Your Reservation shall be deemed cancelled only upon receipt of ResiRest confirmation of your cancellation.
- 6.3 ResiRest reserves the right to cancel a Reservation at any time upon returning full refund of Reservation Amount to the Guest.
- 6.4 In case a Local Family cancels Guest's Reservation to participate in an Event, ResiRest will credit Guest with the full Reservation Amount such Guest has paid to ResiRest. ResiRest reserves the right to charge the Host, who cancels the Event with the Reservation Fees not collected.
- 6.5 In case a Local Family cancels Guest's Reservation to participate in an Event, ResiRest has the right to rebook the Event to another Local Family, under the same reasonable conditions such as place of the Event, chosen menu/dish, price of the event, date and time.
- 6.6 ResiRest reserves the right to charge back from Local Families the Reservation Amount they received for organizing certain Event if upon the receipt of a valid complaint by a Guest with respect to such Event, it believes, at its sole discretion, that such Event was not compatible with ResiRest standards of service or in case of any misconduct of the Host.
- 6.7 ResiRest shall not bear any liability for any cost, expense, loss or damage that you may suffer or incur as a result of Local Family's or Guest's cancellation of a Reservation of the Event.
- 6.8 ResiRest shall not be liable to the Local Family for any loss resulting in the failure to pay the Local Family if for any reason whatsoever, the Amount payable by the Guest is not received by the Local Family or is required to be returned to the Guest such as in the event of insufficient funds, fraudulent use of the card of the Guest, the card company or bank of the Guest failing to process correctly the payment or a failure on ResiRest's side to take or make a payment when it is outside ResiRest's reasonable control. The Local Family undertakes to return to ResiRest on demand any amount received in such circumstances.

## 7. Use Restrictions

- 7.1 There are certain conducts which are strictly prohibited on ResiRest. Please read the following restrictions carefully. Your failure to comply with the provisions set forth herein may result in the termination of your access to ResiRest and may also expose you to civil and/or criminal liability.
- 7.2 You may not, whether by yourself or anyone on your behalf:
- Use ResiRest for any illegal, unlawful or unauthorized purposes;
  - Use ResiRest in any form of spam, unsolicited mail or similar conduct.
  - Allow access to your account to anyone other than yourself, including, without limitation, any persons who are under the age of 18. You accept full responsibility for any unauthorized use of the Service on your behalf, including by minors;
  - Use ResiRest for non-personal or commercial purposes other than as a Host without ResiRest's express prior written consent;
  - Interfere with or violate other Users' rights to privacy and other rights, or harvest or collect data and information about other Users without their express consent, whether manually or automatically with the use of any robot, spider, crawler, any search or retrieval application, or use other automatic device, process or method to access ResiRest and retrieve, index and/or data-mine any information;
  - Interfere with or disrupt the operation of ResiRest or the servers or networks that host ResiRest, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;
  - Post, publish, or otherwise make available through ResiRest any content, text or information that is abusive, harassing, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable or offensive;
  - Impersonate any person or entity or provide false information on ResiRest, whether directly or indirectly;
  - Falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the ResiRest or any third party endorses you, your website, your business, or any statement you make, or present false or inaccurate information about ResiRest;
  - As a Local Family, provide falsely or inaccurate information with respect to the service you offer through ResiRest for Guests, including, but not limited to any representation you make with respect to your Events, including the hosting place and the food you offer on ResiRest.
  - Transmit, distribute, display or otherwise make available through or in connection with ResiRest any content, including User Generated Content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content;
  - Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our platform infrastructure;
  - As a Guest, present yourself on time and not being late more than one hour;
  - As a Local Family, present yourself on time and be prepared for the Event in appropriate manner;
  - As a Local Family, illegally sell alcohol or other substances using ResiRest or at the time of event;
  - Bypass any measures we may use to prevent or restrict access to ResiRest;
  - Copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of ResiRest in any way;
  - Create a browser, frame, border environment or GUI around ResiRest;
  - Link, including in-line linking, to elements on ResiRest, such as images and videos, independently from the web pages of ResiRest on which they originally appear;
  - Bypass ResiRest by forwarding your personal and contact details (as emails, phone numbers, sites address or other) to other Users of ResiRest, whether you are a Guest or a Host, to avoid paying Reservation Fee to us or for other purposes.

## 8. User Generated Content

- 8.1 ResiRest allows you to upload, post, publish and make available through it, your own copyrightable materials such as text, images, photos, videos, and any other proprietary materials, including without limitation Local Families posts on their pages and/or any part thereof and links to copyrightable materials (the "User Generated Content").
- 8.2 As long as your User Generated Content is subject to the applicable copyright law, such User Generated Content shall remain at all times, and to the extent permitted by law, your sole and exclusive property.
- 8.3 You understand and agree that you are solely responsible for your User Generated Content and the consequences of posting or publishing such material, on ResiRest, in any way.
- 8.4 You represent and warrant that you are the rightful owner of the User Generated Content you upload to ResiRest or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Generated Content, which are required to use and to enable ResiRest to use the User Generated Content you upload to ResiRest and that such User Generated Content does not infringe any third party's copyright or other rights.
- 8.5 You agree that you will not post or upload any User Generated Content containing content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for ResiRest to use or possess in connection with ResiRest. ResiRest explicitly reserves the right to remove the User Generated Content without giving any prior notice, at its sole discretion.
- 8.6 When you upload, post, publish or make any User Generated Content available on ResiRest or use such User Generated Content via ResiRest, you grant to ResiRest an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable and worldwide license, to use, reproduce, distribute, transmit, make derivative works of, display, copy, make available to the public and perform that User Generated Content, along with your name, details, trade-marks, service-marks and logos, in connection with ResiRest, whether through the Internet, any mobile device or otherwise, in any media formats and through any media channels known today and developed in the future.
- 8.7 You agree that ResiRest may remove at any time any User Generated Content you have uploaded to ResiRest in its sole discretion with or without any reason.

## 9. Intellectual Property Rights

- 9.1 ResiRest and the Intellectual Property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of ResiRest), specifications, methods, procedures, algorithms, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered (collectively, "Intellectual Property"), are owned and/or licensed to ResiRest and subject to copyright and other applicable intellectual property rights under applicable laws and international conventions. Unless expressly permitted in the Terms, you may not copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to ResiRest's proprietary rights, including the Service's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means.
- 9.2 You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of ResiRest, including Copyright mark [©] or Trademark [® or ™] contained in or accompanying the content included in the Service, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using,

diluting or staining any name, mark or logo that is identical, or confusingly similar to any of ResiRest's marks and logos, whether registered or not.

## **10. Trademark and Tradenames**

10.1 ResiRest, ResiRest™, ResiRest's marks and logo and all other proprietary identifiers used by the ResiRest in connection with ResiRest ("Company Trademarks") are all trademarks and/or trade names of ResiRest, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on ResiRest belong to their respective owners ("Third Party Marks"). No right, license or interest to the ResiRest Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to the ResiRest Trademarks or the Third Party Marks and therefore you will avoid using any of those marks.

## **11. Links to Third Party Websites**

11.1 ResiRest may contain links to third party websites ("Third Party Sites") whether such links have been suggested by ResiRest or shared by any. You hereby acknowledge that ResiRest has no control over such Third Party Sites, and you further acknowledge and agree that ResiRest is not responsible for the availability of Third Party Sites, and does not endorse and is not responsible or liable for any services, content, advertisements, products, or any materials available on such Third Party Sites. You further acknowledge and agree that ResiRest shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through any Third Party Sites. Most Third Party Sites provide legal documents, including terms of use and privacy policy, governing the use of such sites. It is always a good idea to read such documents carefully before using those sites.

## **12. Profile Changes and Cancellation of Profiles**

12.1 At any time, you may change, edit, correct or delete any and all information included in your personal profile. For the cancellation and removal of your account from ResiRest and on any matters that extend the usual management of your account, you may contact ResiRest at [info@resirest.com](mailto:info@resirest.com) with such specific request. ResiRest shall terminate your account and remove any information about you from the Service within reasonable time upon receiving your request for account cancellation. We will attempt to comply with any request to the best of our capabilities.

## **13. Refund, Disclaimer and Warranties**

- 13.1 In the event of misleading representation or misconduct on ResiRest or in the framework of food events held by Local Families through ResiRest, ResiRest may decide, in its sole discretion, to credit you with a refund for the reservation amount paid or part thereof and charge the Local Family with this amount. No action of ResiRest may be construed as accepting any liability other than as mentioned herein.
- 13.2 Notwithstanding the foregoing, ResiRest, including without limitation any content, data and any information related thereto, is provided on an "as is" and "as available" basis, without any warranties of any kind, express or implied, including but not limited to warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose or use.
- 13.3 ResiRest does not warrant that ResiRest will be uninterrupted or error-free. ResiRest may correct, modify, amend, enhance, improve and make any other changes to ResiRest at any time or to discontinue displaying or providing any content or features without notifying you.
- 13.4 ResiRest hereby disclaims all warranties and conditions with regard to the use of ResiRest, including but not limited to the availability, reliability, or quality of ResiRest and/or the food events distributed through ResiRest, including the nature and quality of the food served in such events, and is not and

shall not be responsible for any error, fault or mistake of any and all content and information received through ResiRest, including by Local Families or Guests. ResiRest does not endorse any entity, product or service mentioned in any user generated content available on ResiRest.

## 14. Limitation of Liability

- 14.1 The use of ResiRest and participation in any food event is solely at your own risk. Except as provided herein, in no event shall ResiRest be liable for any damages whatsoever including, but not limited to, indirect, special, incidental or consequential damages of any kind, whether in an action of contract, negligence or other tortious actions resulting from or arising out of ResiRest or any food event, or the use or inability to use ResiRest, regardless of whether ResiRest or an authorized representative of ResiRest has been advised of the possibility of such damages. Except where liability is mandatory, in which event liability for damages shall be limited to your reservation fees.
- 14.2 You agree to defend, indemnify and hold harmless ResiRest, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of ResiRest; (ii) your violation of any term of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to ResiRest. It is hereby clarified that this defence and indemnification obligation will survive these Terms.
- 14.3 ResiRest is not a party to any agreement between a Guest and Local Family and will not be liable to either party unless the loss or damage incurred arises due to ResiRest's negligence.
- 14.4 ResiRest shall use its reasonable endeavour to ensure the Site and mobile applications are available 24 hours a day, but occasionally access to the Site and/or mobile applications may be restricted to allow for repairs, maintenance or the introduction of new facilities or services or not available for reason beyond ResiRest's control. ResiRest does not accept any responsibility for any errors, omissions, or for the results obtained from the use of such information or for any technical problems Users or users may experience with the Site. If a User detects a fault, please contact us and ResiRest will endeavour to correct the fault as quickly as ResiRest e can.
- 14.5 ResiRest will not be liable to a User for any fraudulent use of payment instruments by a Guest. In such circumstances, no compensation or indemnity whatsoever shall be given by ResiRest to the Local Family.
- 14.6 ResiRest shall not be liable for any loss or damage arising as a result of:
- Any inaccurate or incomplete information being provided by a User;
  - The cancellation of an Event by a Local Family or Guest;
  - Any fraud, fraudulent misrepresentation or breach of duty or breach of any of these Conditions by a Guest or Local Family before, during or after an Event.
- 14.7 ResiRest will not be liable to any User for any business, financial or economic loss or for any consequential or indirect loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of the services provided by ResiRest (whether suffered or incurred as a result of the ResiRest's negligence or otherwise) except in the case of fraud, wilful concealment or theft.

## 15. Misconduct and Copyright

- 15.1 We care for your safety. If you believe a User acted inappropriately including (but not limited to) offensive, violent or sexually inappropriate behaviour, please report immediately such person to the appropriate authorities and to us; provided your report will not incur any liability ResiRest 's address for reporting any misconduct is specified below: [info@resirest.com](mailto:info@resirest.com).
- 15.2 ResiRest respects the intellectual property rights of others. If you believe that your work has been copied or otherwise used in a way that constitutes copyright infringement, please provide the following information in writing to ResiRest management: (i) the contact details of the person

authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit ResiRest to locate the material (including URL address); (iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (v) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. ResiRest's management can be reached through [info@resirest.com](mailto:info@resirest.com).

## **16. Amendments to the Terms**

16.1 ResiRest may change the Terms from time to time, including the privacy policy or any other policies incorporated thereto. Substantial changes will be first notified at ResiRest's website. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect even immediately, or as required by the law and without any prior notice. You hereby agree and acknowledge to accept any and to be bound by any of the changes made in the Terms and the accompanying policies. Should you continue to use ResiRest after the changes were made, it will indicate your acceptance to the new Terms. You are recommended to review the Terms from time to time, as they may change every once in a while.

## **17. Disputes between Users**

- 17.1 ResiRest shall provide its Users with an online service for resolving disputes. This service is non-binding. ResiRest is under no obligation to seek to resolve disputes and this service is offered at ResiRest's sole discretion and may be withdrawn at any time.
- 17.2 If any dispute is not settled, ResiRest reserves the right to retain any sums paid by the Guest until an amicable agreement has been reached between the Guest and the Local Family or a definitive judicial decision has been made.

## **18. Jurisdiction**

- 18.1 Any claim relating to ResiRest or its use thereof will be governed by and interpreted in accordance with the laws of The Netherlands without reference to its conflict-of-laws principles. If any provision of this Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms constitutes the entire terms and conditions between you and ResiRest relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and ResiRest.
- 18.2 To the extent permitted by law, these Terms and Conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any and all dispute arising out of these Terms and Conditions and our services shall exclusively be submitted to the competent Court in Arnhem, The Netherlands.