

Terms of use

1. Definitions

- 1.1. 'Contractor': The natural or legal person requested to provide an offer to the End Customer on the basis of the calculated Renovation Costs;
- 1.2. 'Account': The account that the User is required to create in order to use the Platform;
- 1.3. 'Advertiser': The natural or legal person who has access to the Platform and posts advertisements on it;
- 1.4. 'Attachment(s)': The Annex(es) to the Terms of Use;
- 1.5. 'Bank': the financial institution which has access to the Platform and which makes the Platform available to its clients with a view to providing and obtaining information regarding the financing of a Building and Renovation Costs;
- 1.6. 'End-Customer': The natural person who is granted access to the Platform by the Broker, the Bank or an Intermediary and is a (potential) client of one of these.
- 1.7. 'User': Any natural or legal person who uses the Platform by creating an Account with a view to publishing information or obtaining or providing information relating to a Property and the Renovation Costs. This includes: an Estate Agent, a Bank, a Contractor, an Advertiser, an Intermediary and an End-Customer;
- 1.8. 'Terms of Use' means these terms and conditions governing the relationship between us and the User and which apply to the use of the Platform, including the Appendices, which form an integral part of the Terms of Use;
- 1.9. 'Broker': Any natural or legal person who holds a BIV accreditation and, in that capacity, posts Pledges on the Platform;
- 1.10. 'Property': the property about which a User places data and/or information on the Platform in order to allow the User to calculate the Renovation Costs and to obtain information about any applicable Subsidies and Premiums;
- 1.11. 'Platform': the website www.setle.app in its entirety, and in particular the application web.setle.app accessible after the User has created an Account;
- 1.12. 'Privacy Policy': The policy explaining the processing of personal data in the context of the Platform;
- 1.13. 'Renovation Cost': The cost related to the renovation of a Property, which is based on the average prices of the renovation works, taking into account the location of the Property and the information and data of the Property as entered on the Platform;
- 1.14. 'Grants and Premiums': The subsidies and premiums to which the End Customer might be entitled if it carried out or had carried out certain renovation works to a Premises;



- 1.15. 'Intermediary': a legal entity that operates in two or more markets and uses the Internet to enable interactions between two or more groups of users and that has access to the Platform and that makes the Platform available to its users with a view to providing and obtaining information regarding financing for the purchase of a Property and/or the Renovation Costs;
- 1.16. 'We/we/our/our': Setle as stated in article two of the Terms of Use.

2. Our details

This Platform is an initiative by:

Setle BV
Ambachtsweg 14
3890 Gingelom
RPR Antwerpen, afdeling Hasselt
BTW BE0666.412.269
Contact: info@setle.app

3. Applicability, subject matter and amendment of the Terms of Use

- 3.1 The relationship between us and the User regarding the use of the Platform is governed solely by the Terms of Use.
The User acknowledges that the Terms of Use apply to any use of the Platform or any part thereof. If the User does not wish to agree to these Terms of Use, the User must immediately terminate their visit to and use of the Platform.
- 3.2 The User acknowledges that acceptance of the Terms of Use does not grant any licence or any other rights to the Platform.
- 3.3 We reserve the right to modify the Terms of Use at any time. If applicable, we will notify the User of these changes within 2 weeks, informing when these changes will take effect. In case of amendments, the most recent version of the Terms of Use shall always apply. If the User continues to use the Platform after the new Terms of Use come into effect, they will be deemed to have accepted their content.

4. Our platform

- 4.1 We provide a Platform on which Estate Agents, Intermediaries, Banks and End-Customers can post information about Properties and where additional information regarding the Renovation Costs and Subsidies and Premiums can be provided to Users. Through the Platform, we seek to enable the User to



have an overall view of all costs related to the Property and any Subsidies and Premiums to which the End-Customer may be entitled.

- 4.2 We aim to provide a Platform that is user-friendly and secure. To this end, we have therefore taken all reasonable measures necessary to ensure the proper functioning, security and availability of our Platform. In doing so, we always have only a resource commitment.
- 4.3 Any use of the Platform is at the User's own risk. We are in no way liable for any damage that may result from the use of the Platform or for any damage resulting from breakdowns, interruptions, harmful elements or defects in the Platform, regardless of their cause. We will make all reasonable efforts to make the Platform available to Users at all times and this free of viruses, bugs and other spyware. If the Platform should be out of service for any technical reason or if any other technical problem with the User is attributable to the use of the Platform, under no circumstances will we be liable to pay any compensation for this.
- 4.4 We have the right to restrict and/or interrupt the User's access to our Platform, in whole or in part, or suspend the Account temporarily or permanently, at any time, without prior warning in case of suspected use in breach of the Terms of Use.
- 4.5 We reserve the right to promptly remove any unlawful content on the Platform after we would be notified by the competent authorities. We may further remove content from the Platform that is unlawful or contrary to applicable regulations, morality or public order.

5. The user

- 5.1 The User can only use our Platform after creating an Account. The End-Customer obtains his/her login details to create an Account either from the Bank, Intermediary or Broker, or by creating an Account himself/herself.
- 5.2 When creating his/her Account, the User guarantees that the data that he/she enters in his/her Account or subsequently adds is always correct and up to date. The proper functioning of the Platform and the accuracy of the calculations made by the Platform depend on the accuracy of these data.
- 5.3 The User is responsible for the data they provide and all activities that take place in the context of their Account.
- 5.4 The User undertakes to use the Platform as a prudent and reasonable person.

The User must refrain from any act that could have a potentially harmful impact on the proper functioning or security of the Platform, as well as on other Users.

In any event, the User must refrain from any activities that may cause damage to us and/or the Platform, including the following activities, but not limited to:



- copy, disassemble, decompile, decode, hack, modify, emulate or reverse engineer the software or other aspects of the Platform incorporated in or accessible through the Platform, or cause a third party to perform these acts, except to the extent expressly permitted by applicable law;
- publish, copy, rent, lease, sell, export, import, distribute or lend the Platform, or any part of it, or otherwise transfer it to a third party, unless we expressly grant prior permission to do so;
- taking unlawful advantage of any bug in the Platform;
- transmitting data containing viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing the functionality of any computer or the operation of the Platform;
- harming the reputation and good name of us and/or the Platform, spreading false information about the Platform and/or our obligations to third parties,
- interfering with, intercepting or expropriating any system, data or information to which the User is not entitled.

Content, materials or actions contrary to the Terms of Use are not allowed. By agreeing to the Terms of Use, the User will respect the following (non-exhaustive) rules:

- Users must use the Platform only for its normally intended use.
- It is not permitted to transfer the rights to access or use the Platform.
- It is prohibited to use the login details of other Users to access an Account and/or the Platform.
- The Platform may not be used to send spam.
- The User must refrain from activities that are fraudulent, false or misleading (including asking for money under false pretences, impersonating another person, or manipulating the Platform to falsify statistics, or influence rankings, ratings or comments).
- The User shall refrain from activities that cause harm to themselves, the Platform or others (in particular by sending viruses, sending spam (i.e. sending unwanted, unsolicited messages, submissions, contact requests, etc. in large numbers), harassing others, posting violent, pornographic, unlawful, offensive or extremist content, uttering hateful comments, or inciting violence against others, etc.).
- The User must refrain from committing any infringement of the rights of others (e.g. unauthorised sharing of copyrighted materials).

6. Premises and renovation costs

- 6.1 We do not own the Properties posted on our Platform.
- 6.2 It is the responsibility of the Broker, Bank, Intermediary or End-Customer to accurately post the information relating to Properties on the Platform, both

with a view to purchasing a Property and with a view to calculating Renovation Costs to a Property that the End-Customer may or may not already own. We are not responsible for the accuracy of the content posted by these Users on the Platform.

- 6.3 We are not part of and do not constitute a party to the final transaction to sell a Property between the seller (whether or not represented by an Estate Agent) on the one hand and the End-Customer on the other hand, nor to any credit granted by the Bank to the End-Customer, nor to any execution of renovation works by a Contractor for the End-Customer, nor to any other agreement concluded between one or more of the Users and/or a third party.
- We limit ourselves on the Platform to providing additional information regarding possible costs for the End Client, both with regard to the purchase of a Property and with regard to the (commissioning) of renovation works and the corresponding Renovation Costs. Under no circumstances does the Platform directly involve the purchase or sale of a Property, nor can any offer be made, nor can any credit, contracting or any other agreement be concluded on the Platform.
- 6.4 We do not intervene in any form, nor bear any responsibility and/or liability for the conclusion and/or compliance with the sale agreement, the contracting agreement, the credit agreement or any other agreement that comes into being, nor to the execution of any of these agreements.

7. Prices

- 7.1 The prices displayed on the Platform are always indicative. The calculation of the total price includes the price of the Pledge, the costs of the notary, the registration duties and administrative costs, the costs associated with any mortgage loan and any Renovation costs. 7.2 The effective price of a Pledge and associated costs (such as any administrative costs) may vary depending on the region in which the Pledge is located and will only be definitively determined in the sale agreement.
- 7.3 The Renovation Costs calculated on the Platform are always average prices, whereby we depend on the information posted on the Platform by the User in relation to a Property or provided to us by another third party. Our calculations are made on the basis of the information available to us and on the basis of reasonable market prices. We are in no way responsible for the accuracy and/or completeness of the information provided.

8. Links to other websites

- 8.1 The content of our Platform may link to third-party websites or third-party websites may link to our Platform. Such link does neither imply any



connection between us and these websites nor any endorsement by us of the content of these websites.

- 8.2 We are not responsible for the safe and correct operation of third-party websites, nor for the content displayed on them. Once the User clicks on the link, they leave our Platform and cannot hold us liable for any damage resulting from the use of third-party websites.
- 8.3 Third-party websites may not offer the same guarantees as we do. We therefore recommend that the User who lands on a third-party website carefully read the applicable terms of use and privacy statement of those websites.

9. Protection of personal data

- 9.1 In order to gain access to the Platform, the User must communicate certain personal data at the time of registration. The information provided by the User, which may include personal data, is necessary for access to and proper functioning of the Platform and is processed in order to respond to the User's request for access, to monitor access to and use of the Platform, to verify compliance with these Terms of Use and to detect any abuse. If these data are missing, the Platform cannot function as desired.
- 9.2 The User's personal data will only be processed in accordance with the Privacy Policy. The Privacy Policy describes what personal data is collected by us, the purposes for which we process it, the rights of data subjects and the retention period of the personal data.

10. Intellectual property

- 10.1 We guarantee to hold the necessary rights for providing our Platform. All intellectual property rights and derivative rights to this Platform and/or the information provided by us remain with us and/or the actual right-holding party. These intellectual property rights include copyright, trademark, design and model rights and/or other (intellectual property) rights, including patentable or non-patentable technical and/or commercial know-how, methods and concepts.
- 10.2 At no time is any intellectual property right transferred to the User. Any intellectual property rights to information posted on the Platform by the User shall belong to that User. By accepting these Terms of Use, the User expressly grants us the right to process and use the content uploaded by the User for an unlimited time and without charge.



11. Liability

- 11.1 We cannot be held liable and, to the maximum extent permitted under applicable law, exclude any responsibility for the accuracy, completeness and updating of the data and information provided by the User.

Accordingly, the User guarantees not to make any claim for damages against us with respect to any negligent use and management of an Account and/or of any information that could be consulted, nor with respect to any dispute or litigation arising from the transaction of a Property published on the Platform or any other agreement resulting from the use of the Platform.

- 11.2 Users are solely liable for the content they upload on the Platform, as well as for the information relating to the Pledges and any statements made. They also undertake to keep the information up-to-date, as well as not to share any information that would be subject to any intellectual property rights of third parties.

Under no circumstances will we be held responsible for the use and publication of the information made available on the Platform or uploaded by a User. Nor do we exercise any control or influence on the way this information may be used by the Users of the Platform.

We therefore disclaim all responsibility for direct or indirect damages of any kind, whether caused by or related to the use of the information.

- 11.3 We wish to emphasise that we act as an independent intermediary for the provision of additional information regarding the Renovation Costs and Subsidies and Premiums to the Users, but otherwise do not (cannot) influence the course of the sales process.

Consequently, the Users acknowledge and accept that, to the extent permitted by applicable law, we cannot under any circumstances be held liable for any damage or loss suffered by Users or third parties.

In particular, we cannot be held responsible for: i) acts or omissions of Users, ii) the suitability, accuracy, completeness and/or legality of published content, ii) the safety, quality and quantity of the advertised Properties, nor the conformity of the Property with the description and iv) any issues and disputes related to sales.

- 11.4 We provide no guarantees as to the accuracy of the calculations made on the Platform and therefore exclude all liability, to the extent permitted by law, in relation to the services We provide to Users. We enter into a best-efforts obligation regarding the provision of additional information to Users, which is in no way binding on Users and/or third parties.
- 11.5 We are in no way liable for any disputes between the Users and/or with any other third party appointed for renovation or other works.
- 11.6 By accepting these Terms of Use, the User undertakes to indemnify us against any claim by a third party allegedly arising from, or related to, its

inappropriate use of the Platform and/or its content, the calculations made on the Platform or any breach of these Terms of Use.

The User also undertakes to compensate us for any damage suffered by us or by any third party that would result from, or be related to, its inappropriate use of the Platform and/or its content, the calculations made on the Platform, or a breach of these Terms of Use. Users must act in good faith and use the Platform accordingly.

- The following conduct by a User on the Platform will be considered in any case, but without being limited to this, as inappropriate use:
- any use that infringes the present Terms of Use or the rights of third parties
- publishing information in violation of laws or regulations
- transmitting incorrect or confidential information
- making defamatory remarks
- dissemination of third parties' personal data without their prior consent
- (inciting) violence
- engaging in criminal activities
- (incitement to) suicide or self-harm
- dissemination of nude images
- sexual exploitation and solicitation of sexual contact
- bullying, cruelty and insensitivity
- harassment and bullying
- invasion of privacy
- use of hate speech
- dissemination of spam
- deception and dissemination of fake news.

12. General

- 12.1 We reserve the freedom to modify, expand, limit or discontinue our Platform and the services offered on it at any time. This may be done without prior notice to the User, nor shall it give rise to any form of compensation.
- 12.2 All legal relations concerning these Terms of Use are governed by Belgian law.

Any dispute concerning the interpretation or application of these Terms of Use shall fall within the exclusive jurisdiction of the courts where our head office is located, unless the law imperatively prescribes another court.

