

## **1.0. THE CONCEPT**

- 1.1. Exchange 2 Home ApS ("E2H") is the owner and operator of [www.exchange2home.com](http://www.exchange2home.com) and [www.exchange2home.dk](http://www.exchange2home.dk) (jointly referred to as "the Portal"). The object of the Portal is to provide the users with the possibility of exchanging own holiday residences (2homes) with other users. When registered as a user, you get access to information on all the other users' holiday residences and the possibility to enter information on your own holiday residence and the requirements related to exchanging homes (and thus the use hereof) for a shorter or longer period.
- 1.2. By registering as a user on the Portal, the user accepts the present terms and conditions ("the Terms and Conditions") which shall be observed and complied with at any time as a condition for the use of the Portal.

## **2.0. USE OF THE PORTAL**

- 2.1. Solely individuals may use the Portal for private purposes. Businesses which want to use the Portal to exchange the rights of use to holiday residences shall enter separate agreement with E2H.
- 2.2. Solely information which is closely related to the object of the Portal may be uploaded and entered, i.e. description of the user's own private holiday residence for the purpose of exchanging the right of use hereof with other users. As an example the display and exposure of any kind of advertisement is not allowed, i.e. direct or indirect or in any other way profiling or marketing of businesses, products, organisations or similar irrelevant interests. Furthermore, information, pictures, texts or the like which, in any way, may be offensive to others due to religious, racist, political or sexual/pornographic nature may not be uploaded or entered on the Portal.
- 2.3. The use of automatic search engines or other forms of roboting to search the Portal with the purpose of immediate or later publishing of data hereof is not allowed. Searches on the Portal may solely be made manually and by physical persons.
- 2.4. The users are recommended to also carefully consider the nature of the material which is uploaded and entered on the Portal to avoid undue exposure of the residence to theft, malicious damage and the like.

## **3.0. FACILITIES AND TOOLS**

- 3.1. The object of the Portal is primarily to establish contact among the users. E2H will on a continuous basis make various services and templates available to the users, including e.g. exchange contracts, and lease contracts, checklists etc. However, the user does not have a separate right to the perpetual availability of such tools on E2H.

## **4.0. PRICES**

- 4.1. Membership is for free.

## **5.0. DELETION/CHANGES**

- 5.1. E2H reserves the right to wholly or partly delete or change a user profile if the user acts contrary to the present terms and conditions, including e.g. the use of advertisements or display of offensive information, cf. paragraph 2.
- 5.2. Furthermore, a user will be deleted if the user does not behave properly towards other users or does not fulfill other agreements, if any, entered with other users in a proper way.

## **6.0. RESPONSIBILITY**

- 6.1. E2H is not part of the agreements which are entered between users of the Portal, regardless of the agreement or contract being entered via or facilitated by E2H and the Portal. In principle, E2H cannot be held responsible for any user's breach of an exchange or lease contract or damage to the user's residence or removal of inventory etc. Furthermore, E2H cannot be held responsible for the information which has been entered on the Portal by the users or others, including responsibility for the information being correct, current and reliable, complete or impeccable. The Portal will also contain links and references to third parties' websites or access to content from third parties, and E2H does not make any independent screening of such content and hence does not take responsibility for such references.
- 6.2. In the membership period, E2H is solely obliged to provide facilities for the user which makes it possible to expose the user's holiday residence and let the users search among other user's holiday residences.
- 6.3. E2H shall aim to keep the Portal available at all times, but downtime may and will occur in connection with updates, server problems, hacking etc.
- 6.4. E2H's responsibility towards a user is in all circumstances, also in connection with gross negligence, limited to an amount equal to 1 year's fee for the use of the Portal. (The Portal is free).

## **7.0. PERSONAL DATA**

- 7.1. E2H only keeps and registers data about users to the extent that it is necessary for meeting the agreement between the users and E2H, and to the extent that the users enter the data themselves. However, it will, in the nature of things, be necessary to disclose data to other users for the concept to work as intended.
- 7.2. Personal data will be kept in a safe manner so that it is not exposed to mutilation, destruction or misuse.
- 7.3. A user may at any time delete data on E2H.
- 7.4. E2H may use so-called cookies. A cookie is a small file which is stored on your computer containing an identification of the computer towards E2H. The file does not contain information about you. Cookies are used to create the best possible usability of E2H, e.g. that E2H is able to remember your user name. If you do not want cookies to be used, you can turn this feature off on your internet browser. This will, however, affect E2H's functionality negatively.

7.5. In connection with any visit on E2H, the IP address applied will be registered. Your IP address is the address of the computer that you are using to visit E2H. The IP address is registered to ensure that we always are able to trace the computer applied in case of any misuse or illegal actions in connection with the visit on E2H.

7.6. If all, or part of E2H is transferred to any third party as part of a wholly or partly transfer of the business, the user accepts that personal data which are stored on E2H may be transferred to the third party, provided that the assignee meets the present

## **8.0. CHANGES**

8.1. E2H reserves the right to change the Terms and Conditions at any time. In case of any changes to the Terms and Conditions, these will be announced on the Portal, after which you have 30 days to make yourself familiar with the changes. After the period of 30 days, any existing user will be considered having accepted the changes. The user should, on a continuous basis, keep himself/herself updated via the Portal.

## **9.0. LEGAL VENUE AND APPLICABLE LAW**

9.1. Any dispute, which may arise from the use of E2H, shall be settled according to Danish law and through the court in Aalborg as venue.