

General Terms and Conditions for Just-Roomies.com

Effective Date: November 1, 2024

Last Updated: November 1, 2024

Welcome to Just-Roomies.com ("we," "us," or "our"). Just-Roomies.com offers a platform for individuals considering cohabitation and facilitates finding suitable living partners. In these general terms and conditions, as well as the privacy policy, we detail how we collect, process, share, and secure users' personal data. We are committed to safeguarding our users' privacy and ensuring that the processing of personal data is transparent and fair.

This document aims to inform users about our responsibilities and their rights concerning personal data, in compliance with applicable laws and regulations, including the General Data Protection Regulation (GDPR).

Scope and Purpose

This privacy statement applies to all users of Just-Roomies.com, including, but not limited to, those creating profiles, seeking or offering accommodation, and utilizing the platform's features. The statement aims to provide a clear and transparent overview of how we handle personal data.

Personal data we collect

While using our platform, we may collect various types of personal data, such as:

- **Identification Data:** Including name, date of birth, gender, and nationality.
- **Contact Data:** Including email addresses and phone numbers.
- **Usage Data:** Including login times, browser and device information, and IP addresses.
- **Communication Data:** Including messages, advertisements, or other content users post via the platform.

Personal data is collected and used exclusively to provide, improve, and secure our services, in compliance with our legal obligations and legitimate interests.

Article 1: Definitions

1.1 In these terms and conditions, the following terms are defined as follows unless otherwise indicated by the context:

- **Account:** A personal, secure environment on the Just-Roomies platform providing users access to all services, including managing profile information, preferences, and interactions with other users.
 - **Service:** The global platform offered by Just-Roomies, designed to assist users in finding suitable living partners and safely sharing accommodations. This includes features such as search filters, compatibility suggestions, communication options, and management of advertisement details.
 - **User:** Any registered natural or legal person utilizing the Just-Roomies platform, including those seeking or offering housing or merely creating a profile to explore options.
 - **Agreement:** The legally binding arrangement between Just-Roomies and the User, outlining the terms of access to and use of the platform and services.
 - **Content:** Any information, text, images, videos, messages, or other media posted by the User on the platform, including, but not limited to, profile details, advertisements, exchanges of messages, and reviews.
-

Article 2: General Provisions

2.1 Applicability of the Terms and Conditions

These general terms and conditions apply to all interactions between Just-Roomies and its users, including but not limited to communications, agreements, and the use of services provided on the Just-Roomies platform. By creating an account or using Just-Roomies' services, the User accepts these terms and conditions and agrees to comply with all provisions herein.

2.2 Deviations from the Terms and Conditions

Deviations from these terms and conditions are only binding if explicitly agreed upon in writing by Just-Roomies and the User. In such cases, the remaining provisions of these terms shall remain in full force and effect.

2.3 Amendments to the Terms and Conditions

Just-Roomies reserves the right to amend or supplement these terms and conditions at any time. In the event of changes, users will be notified in a timely manner, either via email or through a notification in their Just-Roomies account. The amended terms will take effect after a reasonable notice period of at least 30 days. Users who do not accept the changes may terminate their accounts as described in Article 2.5.

2.4 Validity and Replacement of Provisions

If any provision of these terms and conditions is deemed invalid or unenforceable by a competent authority, the remaining provisions shall remain unaffected and fully enforceable. Just-Roomies will replace the invalid provision with a valid one that closely aligns with the original intent of the unenforceable clause to maintain the agreement's overall purpose.

2.5 Termination Rights in Case of Amendments

If a user disagrees with proposed changes to these terms and conditions, they may terminate their agreement free of charge by deactivating their account within 30 days of the announcement. After this period, users will be deemed to have accepted the changes and remain bound by the updated terms.

2.6 Compliance with Local Laws and Tax Regulations

Users are responsible for complying with local legal and tax obligations applicable in their country of residence or the country where the subscription is purchased. Just-Roomies adheres to local laws, including VAT calculations, based on the user's registered country.

Article 3: The Offer

3.1 Access to the Platform and Services

Just-Roomies provides users with access to a global platform designed for finding, sharing, and managing accommodations and living partnerships. Services include search functionalities based on location, price, personal preferences, and compatibility to help users find the right match for their housing needs.

3.2 Pricing and Subscription Costs

All prices and subscription fees displayed on the Just-Roomies website include VAT unless otherwise stated. Any additional costs, such as service or mediation fees, are clearly indicated before the user agrees to an agreement. Just-Roomies ensures that users are fully informed about applicable charges before completing any transaction.

3.3 Accuracy of Information and Liability

Just-Roomies strives to present all information on its platform as accurately and completely as possible. However, Just-Roomies is not liable for typographical errors, inaccuracies, or outdated information published on the website. In the event of such errors, Just-Roomies reserves the right to correct the published information and inform the user accordingly.

3.4 VAT and Local Tax Adjustments

Depending on the user's geographical location, the VAT structure and other tax components may be adjusted to comply with applicable local laws. Just-Roomies adheres to international

tax regulations and adjusts VAT rules based on the country where the service is purchased or the user is registered.

3.5 Availability and Accessibility of Services

The availability of services may vary by country due to local regulations or technological infrastructure. Just-Roomies cannot guarantee that all services will be available in all regions and reserves the right to limit access to certain functionalities or services when required by law or infrastructure limitations.

Article 4: Formation of the Agreement

4.1 Formalization of the Agreement

An agreement with Just-Roomies is formalized as soon as a user registers, creates an account, and explicitly agrees to the terms and conditions. This registration constitutes a binding agreement, and the user agrees to comply with the obligations and rights outlined in these terms.

4.2 Activation and Full Use of Services

After registration, the user can activate their account by logging in and completing their profile. Access to the full functionalities and services of Just-Roomies is granted only when the profile is fully verified and activated. Completing the profile is essential for the platform's optimal operation and successful matching with other users.

4.3 Agreement Confirmation

Upon completing registration, Just-Roomies sends a confirmation email to the user's provided email address. This confirmation contains a summary of the selected services, account details, and a brief overview of the key terms. This document serves as a reference for the agreed-upon terms and the rights and obligations of both parties.

4.4 Right to Refuse or Limit Access

Just-Roomies reserves the right to refuse users if there are valid reasons, such as a history of violations of the terms, fraudulent activities, or behavior inconsistent with the platform's values. Just-Roomies may also limit access to specific services if there are indications that the user might misuse them.

4.5 Revocation of Registration and Account Restrictions

If, after registration, Just-Roomies discovers that a user has provided false information or otherwise fails to meet platform requirements, Just-Roomies may revoke the registration or restrict access. The user will be notified of this in writing and, where applicable, allowed to bring their account in line with the terms.

4.6 Changes to Registration Requirements

Just-Roomies reserves the right to amend the registration requirements and profile creation criteria at any time. Users will be informed via email or account notifications of any changes affecting their agreement and use of the platform.

Article 5: Duration, Termination, and End of the Agreement

5.1 Duration of the Agreement

The agreement for using Just-Roomies' services is entered into for an indefinite period unless otherwise agreed upon in a specific contract. Users can choose from various subscription plans with corresponding durations depending on their needs and the services offered.

5.2 Termination by the User

Users can terminate their account and thereby the agreement at any time. This can be done by logging into their account and submitting a cancellation request via their profile. Upon termination, users are immediately notified of any remaining access to services or content until the end of the paid period, after which all data is deleted unless otherwise required by law.

5.3 Termination by Just-Roomies for Breach of Terms

Just-Roomies reserves the right to terminate the agreement immediately in the event of a violation of the terms and conditions by the user, including but not limited to:

- Misuse of the platform by posting false, inappropriate, or misleading information;
- Misconduct or harassment of other users, including threatening or abusive language;
- Use of the account for illegal purposes or activities contrary to public order and morality.

In such cases, Just-Roomies reserves the right to immediately block the user's account without further notice.

5.4 Procedure for Termination by Just-Roomies

Except in urgent cases, Just-Roomies will provide at least one month's notice before terminating the agreement. During this period, the user will have limited access to retrieve any data or contact information from the platform. In cases requiring immediate termination, Just-Roomies may block access without notice and delete all account data.

5.5 No Refund for Breach of Terms

If termination of the agreement results from a breach of terms by the user, Just-Roomies reserves the right not to refund any paid subscription fees or other charges. Refunds are

only available for voluntary user termination, and only for unused periods if contractually specified.

5.6 Suspension of Services

If Just-Roomies suspects a violation of the terms, it may temporarily suspend access to certain services while an investigation is conducted. Repeated or severe abuse may result in permanent termination under the provisions of this article.

Article 6: Subscription Fees

6.1 Periodic Adjustment of Subscription Fees

Just-Roomies reserves the right to periodically adjust subscription fees based on various factors, including market conditions, inflation, or changes to the service package. These adjustments aim to ensure the quality and sustainability of the services offered, as well as to address economic developments that impact operational costs.

6.2 Notification of Fee Changes

Users will be notified in writing at least two months in advance of any fee changes. Adjusted fees will take effect after the notification period. Users who do not accept the changes have the right to terminate their subscription without additional costs or penalties within the notice period. This transparent approach ensures users have sufficient time to make an informed decision.

6.3 Flexible Payment Options

Just-Roomies offers various payment options for user flexibility. These options may include monthly billing, direct debit, or other tailored payment arrangements, depending on the subscription type and user preferences. Users who fail to pay on time may retain access for a short grace period, after which access may be restricted until payment obligations are fulfilled.

6.4 Additional Fees and Tax Regulations

Depending on the user's location, additional taxes such as VAT or other applicable levies may be charged. Just-Roomies applies VAT rules according to the country where the subscription is purchased or where the user is registered. Any changes in tax rates will be implemented accordingly, and users will be informed if this affects their billing or subscription costs.

6.5 Cancellation in Case of Changes

Users who do not agree to new subscription fees have the right to terminate their account and subscription without incurring penalties, administrative costs, or additional charges. Just-Roomies provides a hassle-free cancellation process, ensuring users can make an informed choice within the notice period described in Article 6.2.

Article 7: Right of Withdrawal for Consumers

7.1 Right of Withdrawal

Consumers have the right to withdraw from the agreement within 14 days of purchase without providing a reason, in accordance with applicable European consumer protection laws. This 14-day period begins on the day the agreement is concluded.

7.2 Refund of Payments

If a consumer exercises their right of withdrawal, Just-Roomies will refund any payments made within 14 days of receiving the withdrawal notice, provided the subscription has not been fully utilized. Refunds will be made using the same payment method used by the consumer, unless the consumer explicitly agrees to an alternative method. No fees will be charged for the refund.

7.3 Pro-Rata Refund for Partial Use

If the consumer has partially used the services during the withdrawal period, Just-Roomies reserves the right to adjust the refund amount pro-rata. This means an appropriate portion of the subscription fee will be deducted based on the services used up to the date of withdrawal.

7.4 Withdrawal Procedure

To exercise the right of withdrawal, consumers must send a written statement to Just-Roomies via email or another available communication channel within the 14-day period. The statement must clearly indicate the consumer's intention to cancel the agreement. Just-Roomies will confirm receipt of the withdrawal and initiate the refund process.

7.5 Exceptions to the Right of Withdrawal

The right of withdrawal does not apply if the consumer has requested immediate execution of the services or if the full subscription has been consumed within the withdrawal period. Just-Roomies will explicitly inform the consumer of this limitation at the start of the service.

7.6 Legal and Contractual Basis

This right of withdrawal is based on applicable European consumer laws, but its interpretation and enforcement may vary by jurisdiction depending on local legislation. The consumer acknowledges that this right is granted under such laws and agrees to its application upon entering into the agreement.

Article 8: Account Management and Login Credentials

8.1 Personal and Non-Transferable Use

Accounts on Just-Roomies.com are strictly personal and non-transferable. Users agree not to share or transfer their accounts to third parties. Each user is solely responsible for managing their own account and all activities carried out under it.

8.2 Responsibility for Login Credentials

Users must keep their login credentials—including passwords—strictly confidential. If there is any reason to believe that a third party has gained unauthorized access to an account, the user must immediately notify Just-Roomies. Users remain responsible for all actions carried out through their account, regardless of whether these actions were performed by the user or a third party.

8.3 Security Measures and Account Suspension

Just-Roomies reserves the right to temporarily or permanently suspend or block accounts if irregularities or suspicious activities are detected. This may include suspected breaches of security, misuse of the platform, or any action that endangers the integrity and safety of the Just-Roomies community. Users will be notified of such actions and provided, where possible, with reasons and next steps.

8.4 Recovery of Lost Login Credentials

If a user loses their login credentials, they can follow the recovery procedure available on the Just-Roomies website to regain access to their account. Just-Roomies will provide the user with a link or temporary code to securely reset their password. Just-Roomies is not responsible for delays or damages resulting from lost login credentials.

8.5 Limitation of Liability for Account Misuse

Just-Roomies is not liable for any direct or indirect damages resulting from unauthorized access or misuse of accounts. Users understand and accept full liability for all costs, damages, or losses resulting from a lack of security of their own login credentials or failure to comply with the terms regarding account management.

8.6 Storage and Security of Data

All data stored in user accounts is managed in accordance with Just-Roomies' privacy policy and applicable privacy laws. Just-Roomies implements appropriate security measures to protect personal data but cannot guarantee complete security due to the nature of online systems.

Article 9: Billing and Payments

9.1 Global Payment Methods

Just-Roomies offers various global payment methods for user convenience, including Mollie, credit cards, PayPal, and other supported options, depending on the user's location and availability. Users are informed about available payment methods and any associated transaction fees at checkout.

9.2 Billing Cycles, Subscription Terms, and Automatic Renewals

Just-Roomies provides subscriptions tailored to various user needs, varying in duration and features. Subscriptions are concluded for a predetermined period with the option for automatic renewal unless the user cancels in time. Users will receive timely reminders about renewal dates and may choose to extend, modify, or terminate their subscription. Just-Roomies reserves the right to adjust prices and terms for renewed subscriptions, providing users at least 30 days' prior notice of such changes.

9.3 Currency, Conversion Rates, and Exchange Fees

All prices are displayed in Euros (EUR) unless otherwise specified. International payments may be subject to exchange rates and conversion fees applied by the user's bank or payment provider. Just-Roomies is not responsible for any additional fees or charges applied by banks, credit institutions, or currency exchanges. Local currency amounts are determined by the payment provider and may differ from displayed prices based on the exchange rate at the time of transaction.

9.4 Late Payments, Failed Transactions, and Chargeback Policy

Subscription fees must be fully paid in advance of the subscription period. In the event of failed payments, users will not gain access to services until full payment is completed. Just-Roomies does not offer repeated collection attempts and expects users to resolve payment issues independently using the provided payment methods.

For failed payments or chargebacks:

- **Failed Payment:** Users will be notified and given seven days to complete the payment, after which the account may be temporarily suspended.
- **Chargebacks:** If a payment is reversed without valid reason, Just-Roomies may impose administrative fees. Repeated chargebacks may result in permanent account termination without refund.

9.5 Refund Policy

Refunds for paid subscriptions are generally not provided, except in cases of technical errors or faults on Just-Roomies' part that prevent users from accessing services. Refund requests are evaluated on a case-by-case basis and granted only in exceptional circumstances. Pro-rata refunds may be issued for unused subscription time under such conditions.

9.6 Price Adjustments for Subscriptions

Just-Roomies reserves the right to adjust subscription prices. Existing users will be notified at least 30 days in advance of any changes. If users do not agree to the revised prices, they may cancel their subscription before the new pricing takes effect without incurring penalties.

9.7 User's Administrative and Financial Obligations

Users are responsible for any bank fees, currency conversions, taxes, and administrative charges arising from their payments to Just-Roomies. Users must ensure that payments are made in full to Just-Roomies without deductions for taxes, fees, or other charges.

Article 10: Content Management and Moderation

10.1 Moderation and Content Removal

Just-Roomies reserves the right to moderate, edit, or remove any user-generated content that violates these Terms or applicable laws. Moderation includes a combination of automated filtering systems and manual review. Certain content may be automatically flagged or removed for non-compliance, while ambiguous cases are reviewed by human moderators for appropriate action.

By subscribing to Just-Roomies, users grant full consent for Just-Roomies to remove any content deemed inappropriate, misleading, or otherwise in violation of platform guidelines. Repeated or serious violations may result in permanent account suspension. If Just-Roomies suffers damages—directly or indirectly—from such content, the user may be held liable for compensation of up to €50 million. This claim is enforceable immediately.

10.2 Rules Regarding Permissible Content

Users are prohibited from posting content that:

- Is discriminatory, offensive, intimidating, or hateful;
- Promotes illegal activities or contravenes local, national, or international laws;
- Violates the privacy or personal rights of others;
- Breaches moral standards or infringes on third-party rights.

Users remain fully responsible for ensuring compliance with these standards. Just-Roomies reserves the right to impose sanctions ranging from temporary account suspension to permanent termination for violations. Users are also liable for any third-party claims resulting from their inappropriate content.

10.3 Reporting and Reviewing Inappropriate Content

Users who encounter inappropriate content are encouraged to report it to Just-Roomies via email at info@just-roomies.com, providing specific details, such as the nature of the content, date of publication, and potential violation. Just-Roomies reviews such reports

promptly and takes appropriate action when content is found to breach the Terms or laws. Users misusing the reporting system may receive warnings or restricted access.

10.4 Liability and Indemnification

Just-Roomies is not liable for user-generated content on its platform. Users remain entirely responsible for the content they publish and agree to indemnify Just-Roomies against any claims from third parties arising from such content. In cases of legal claims against Just-Roomies due to user-posted content, the user agrees to fully compensate for all damages, legal fees, and other incurred expenses.

Article 11: User Obligations

11.1 Accuracy and Completeness of Information Provided

Users are fully responsible for the accuracy, timeliness, and completeness of information and content they provide on the platform, including but not limited to profile details, listings, and messages. Just-Roomies reserves the right to take corrective measures, such as temporarily or permanently removing non-compliant content or suspending user accounts.

11.2 Compliance with Local Laws and Housing Regulations

Users must familiarize themselves with and adhere to applicable local, national, and international laws regarding housing, tenancy agreements, and other legal aspects. While Just-Roomies facilitates housing connections, users bear the sole responsibility for ensuring compliance with the legal framework in their jurisdiction.

11.3 Prohibition on Account and Credential Sharing

Accounts on Just-Roomies are strictly personal. Users agree not to share or transfer their accounts or login credentials. Unauthorized use of accounts may result in suspension or termination without refund.

11.4 Restrictions and Consequences for Unauthorized Use

Unauthorized platform use, including but not limited to sharing accounts, posting inappropriate or misleading content, or disclosing confidential information, may result in immediate termination of access. Just-Roomies reserves the right to seek damages for losses incurred due to unauthorized actions by users.

11.5 Indemnification of Just-Roomies by the User

Users indemnify Just-Roomies against all claims, liabilities, and damages arising from their content, behavior, or actions on the platform. Users also agree to reimburse Just-Roomies for any costs associated with claims resulting from their non-compliance with these Terms.

Article 12: Privacy and Data Protection

12.1 Privacy Policy and General Data Protection Regulation (GDPR) Compliance

Just-Roomies.com respects the privacy of its users and processes personal data in compliance with the General Data Protection Regulation (GDPR) and other applicable privacy laws. The full Privacy Policy is available on our website and provides detailed information on what data is collected, how it is processed, and the purposes for which it is used.

12.2 Collection and Use of Personal Data

Just-Roomies.com collects and uses personal data solely for the purpose of delivering its services, including but not limited to facilitating connections between users seeking shared housing, providing relevant property information, and offering a personalized user experience. Data may also be used for internal analysis and service improvements. Data is not shared with third parties for marketing purposes without explicit user consent.

12.3 Data Retention and Security

Just-Roomies.com retains personal data only for as long as necessary to fulfill the purpose for which it was collected, adhering to legal retention periods. Advanced technical and organizational security measures are employed to protect personal data against loss, theft, unauthorized access, and other unlawful processing activities. Users are encouraged to change their passwords regularly and to safeguard their login credentials carefully.

12.4 User Rights

Users have the right to:

- Access their personal data;
- Request correction or rectification of inaccurate or incomplete data;
- Request deletion of their personal data unless Just-Roomies.com has a legal obligation to retain it;
- Request restriction of data processing under specific circumstances, such as disputes about data accuracy;
- Request data portability, allowing them to receive their data in a structured, commonly used format for transfer to another service provider.

Users can manage their privacy settings and exercise their rights through their user profiles or by contacting info@just-roomies.com.

12.5 Sharing of Data with Third Parties

Just-Roomies.com does not share personal data with third parties without user consent, except where necessary for service delivery (e.g., verification purposes) or to comply with legal obligations. Third parties with access to data in the context of Just-Roomies services are obligated to use the data exclusively for its intended purpose and to comply with applicable privacy laws.

12.6 Cookies and Tracking Technologies

Just-Roomies.com uses cookies and similar tracking technologies to enhance the user experience, analyze website usage, and provide personalized content. Upon first visiting the website, users are informed of the use of cookies and can manage their preferences through the cookie management settings. For more information, users can refer to the Cookie Policy available on the Just-Roomies website.

12.7 Privacy Questions and Complaints

Users with questions about their data processing or complaints about how their data is handled can contact the Privacy Officer at info@just-roomies.com. Users also have the right to file a complaint with their local Data Protection Authority if they believe Just-Roomies.com has violated privacy laws.

12.8 Changes to the Privacy Policy

Just-Roomies.com reserves the right to amend its Privacy Policy. Significant changes that may impact user rights will be communicated via email or other means. Users are encouraged to review the Privacy Policy regularly to stay informed about how their data is protected.

Article 13: Liability and Indemnification

13.1 Limitation of Indirect and Consequential Damages

Just-Roomies.com is not liable for any indirect, consequential, or profit losses arising from the use or unavailability of the platform or services. Indirect damages include, but are not limited to, data loss, loss of profits, loss of contracts, anticipated savings, reputational harm, and other damages related to the use of Just-Roomies.com.

13.2 Limitation of Direct Damages

Liability for direct damages resulting from attributable failures by Just-Roomies.com is limited to the amount the user paid in the six months preceding the incident. Direct damages include only reasonable costs incurred to resolve the failure, provided these costs could not have been avoided.

13.3 Indemnification for User Behavior and Third-Party Services

Users indemnify Just-Roomies.com against any claims, liabilities, or damages arising from interactions with other users or the use of third-party services. This includes claims related to inaccurate information, inappropriate behavior, or contractual disputes.

13.4 Exclusion of Liability for User Behavior

Just-Roomies.com is not responsible for the conduct or actions of other users on the platform. Users are solely responsible for their interactions and agreements with others.

Just-Roomies.com acts only as a facilitative platform and does not guarantee the accuracy or completeness of user-provided information.

13.5 Force Majeure

Just-Roomies.com is not liable for damages caused by force majeure, including but not limited to natural disasters, pandemics, wars, government actions, and technical failures. In such cases, Just-Roomies.com is exempt from obligations for the duration of the force majeure event.

13.6 Indemnification Against Third-Party Claims

Users indemnify Just-Roomies.com against all third-party claims arising from user actions, including intellectual property violations, privacy breaches, or other actions contrary to applicable laws or these Terms.

Article 14: Intellectual Property Rights

14.1 Ownership of Intellectual Property

All intellectual property rights related to the Just-Roomies.com platform, including software, code, designs, graphics, logos, trade names, and other content, are the exclusive property of Just-Roomies.com. Using the platform does not grant users ownership or rights to any elements of the platform or services.

14.2 Limited License for Personal Use

Just-Roomies.com grants users a limited, revocable, non-exclusive license to use the platform for personal, non-commercial purposes, subject to these Terms. This license may be revoked if users violate the Terms.

14.3 Restrictions on Content Use

Users may not copy, distribute, modify, or commercially exploit any content from the platform without prior written permission from Just-Roomies.com. Violations may result in account termination and legal action.

14.4 User-Generated Content and Rights Assignment

By posting content on the platform, users grant Just-Roomies.com a worldwide, non-exclusive, royalty-free license to use, reproduce, and display the content within the platform and marketing materials. Users retain ownership of their content but acknowledge that Just-Roomies.com may remove it if it violates guidelines or laws.

14.5 Liability for Intellectual Property Infringements

Users indemnify Just-Roomies.com against any third-party claims arising from intellectual property violations caused by user-posted content. Just-Roomies.com reserves the right to take legal action to protect its intellectual property rights.

Article 15: Force Majeure

15.1 Definition of Force Majeure

Force majeure includes any circumstance beyond the reasonable control of Just-Roomies.com that partially or wholly prevents the fulfillment of contractual obligations. Examples include, but are not limited to, natural disasters (earthquakes, floods, storms), pandemics, epidemics, wars or threats thereof, civil unrest, government actions, strikes, technical failures, telecommunication or internet disruptions, cyberattacks, and other unforeseeable events.

15.2 Suspension of Obligations During Force Majeure

During a force majeure event, Just-Roomies.com's obligations are suspended for the duration of the event. Just-Roomies.com is not liable for any damages or delays caused by such circumstances and is exempt from fulfilling obligations during this period.

15.3 Notification to Users

Just-Roomies.com will inform users of the nature of the force majeure and its expected duration as soon as reasonably possible. If the force majeure lasts longer than 30 days, either party may terminate the agreement in writing without obligation to compensate the other party.

15.4 Consequences of Termination Due to Force Majeure

If the agreement is terminated due to force majeure, Just-Roomies.com is entitled to charge for services already provided before the force majeure event. Users are entitled to a prorated refund of prepaid amounts for the period during which services could no longer be delivered, provided Just-Roomies.com can process the refund within legal and contractual obligations.

15.5 Limitation of Liability for Force Majeure

Just-Roomies.com is not liable for any indirect damages, consequential damages, lost profits, data loss, or contract losses arising from or related to a force majeure event unless caused by intent or gross negligence by Just-Roomies.com.

15.6 Indemnification

Users indemnify Just-Roomies.com against third-party claims arising from situations where services cannot be fulfilled due to force majeure. Just-Roomies.com cannot be held responsible for claims resulting from the inability to fulfill agreements with third parties due to force majeure.

Article 16: Termination of Services

16.1 Grounds for Termination by Just-Roomies

Just-Roomies.com reserves the right to terminate the agreement with a user in case of any breach of the Terms or for other significant reasons, including but not limited to:

- Abuse of the platform, including posting inappropriate, misleading, offensive, or harmful content;
- Fraud or attempted fraud by the user;
- Repeated violations of local, national, or international housing or rental laws;
- Infringement of intellectual property rights belonging to Just-Roomies.com or third parties;
- Multiple complaints from other users, landlords, or tenants regarding user behavior;
- Actions or behavior that harm the reputation, security, or functionality of Just-Roomies.com.

16.2 Termination Process and User Consequences

In case of a breach of the Terms, Just-Roomies.com will, where possible, notify the user of the intended termination via email or other available communication channels. For severe or immediate threats, Just-Roomies.com reserves the right to block user access without prior notice.

Upon termination:

- The user's account will be permanently closed, and access to Just-Roomies.com will be revoked;
- Users will lose all rights to retrieve data, communications, or account information from the platform;
- Any outstanding financial obligations to Just-Roomies.com must still be fulfilled by the user, even after termination.

16.3 Refunds Upon Termination by Just-Roomies

If termination is due to a breach of the Terms by the user, Just-Roomies.com reserves the right to withhold refunds for payments, including subscription fees. Partial refunds may be considered in exceptional circumstances where termination is not the user's fault, such as technical failures on the part of Just-Roomies.com.

Article 17: Complaints Procedure

17.1 Procedure for Filing Complaints

Users can file complaints about the services by submitting a detailed written report via email to info@just-roomies.com. Complaints must include a description of the problem, the nature and background of the incident, the date of occurrence, relevant account details, and supporting documents where applicable.

17.2 Confirmation and Response Time

Upon receiving a complaint, Just-Roomies.com will send an acknowledgment of receipt within 24 hours. An initial substantive response will be provided within the same period. For complex complaints, users will be informed of the expected timeline for a comprehensive resolution.

17.3 Handling Complaints and Escalation

Just-Roomies.com strives to resolve complaints satisfactorily within a reasonable time. If users are dissatisfied with the outcome, they may escalate the complaint to an independent mediation body for impartial review and further mediation. If mediation fails, users retain the right to pursue legal action under applicable laws.

17.4 Good Faith and Last Resort

Just-Roomies.com and its users will strive for a constructive resolution of disputes. Legal action is considered a last resort and will only be pursued after all other avenues for amicable settlement have been exhausted.

Article 18: Applicable Law and Dispute Resolution

18.1 Governing Law

All agreements, services, and additional terms of Just-Roomies.com are governed by Dutch law unless otherwise required by mandatory law or specific agreements. The Terms and agreements are interpreted according to Dutch legislation and court decisions, unless another jurisdiction is legally required.

18.2 International Users and Local Law Compliance

International users must comply with applicable local housing and rental laws. Just-Roomies.com cannot guarantee that its platform and services comply with all international legal requirements and disclaims liability for non-compliance with local laws. Users assume full responsibility for meeting their local legal obligations.

18.3 Dispute Resolution and Mediation

In case of disputes, Just-Roomies.com and the user will first attempt to resolve the issue informally. If this fails, disputes will be referred to an independent mediation body to achieve an efficient and cost-effective resolution.

18.4 Jurisdiction

If mediation fails, disputes will be submitted to the competent court in the district of Amsterdam, Netherlands, unless otherwise required by local law. International users agree, where allowed, to submit disputes to the Dutch courts and accept their exclusive jurisdiction unless local laws dictate otherwise.

18.5 Class Action and Collective Disputes Limitation

Users agree that disputes will only be addressed individually and not as part of a class action, collective dispute, or group litigation unless otherwise required by mandatory law. Consolidation of disputes without prior written consent from all involved parties, including Just-Roomies, is prohibited.

18.6 Arbitration Option

If both parties agree to arbitration instead of legal proceedings, arbitration will be conducted under the rules of a recognized arbitration body and held in Amsterdam, Netherlands. Arbitration is binding and cannot be contested in Dutch courts unless legally mandated.

Article 19: Changes to the Services

19.1 Adjustments to Services, Features, and Pricing

Just-Roomies.com reserves the right to modify its services, features, or pricing in response to market conditions, legal requirements, technological advancements, or other business considerations. Where possible, changes will be designed to enhance or optimize the services. Just-Roomies.com will notify users at least 30 days in advance of significant changes, allowing sufficient preparation time.

19.2 Notification to Users

In cases of significant changes to services, features, or pricing, users will be notified via email or the platform itself. Notifications will include a clear description of the changes, their reasons, potential impacts on service usage, and an implementation timeline. Where applicable, links to additional information or relevant documentation will also be provided.

19.3 User Rights in the Event of Changes

If significant changes affect the content, pricing, or accessibility of services, users have the right to terminate the agreement without penalty or further obligation. Users must communicate their decision within 14 days of receiving the notification. Failure to respond within this period will be considered acceptance of the changes.

19.4 Optional Upgrades and Downgrades of Subscriptions

Just-Roomies.com may offer new subscription plans, upgrades, or additional services that users can opt into if they wish. Existing users can choose to switch to a new plan or continue their current subscription without obligation. Pricing and terms for new options will be communicated transparently.

19.5 Technological or Legal Adjustments

In some cases, Just-Roomies.com may be required to make technological adjustments due to new laws, security requirements, or software updates. For minimal-impact changes, Just-Roomies.com may issue a shorter notice period, providing users at least 7 days' advance notice.

19.6 Discontinuation of Specific Features or Services

Just-Roomies.com reserves the right to discontinue specific features or services if they are no longer relevant, feasible, or supportable due to external circumstances. Users will be informed at least 30 days prior to discontinuation and, where possible, offered alternative solutions or compensation.

19.7 Recordkeeping of Changes

To ensure transparent and legally valid communication, Just-Roomies.com will archive all change notifications, including timestamps and content. In the event of disputes, these records may be referenced as proof of provided notice.

Article 20: Transfer of Rights

20.1 Transfer of Rights and Obligations by Just-Roomies

Just-Roomies.com reserves the right to transfer its rights and obligations under the agreement to a third party. Such transfers may occur in cases of mergers, acquisitions, restructurings, or other business changes. Users will be notified promptly in such cases. Just-Roomies.com ensures that users will not be negatively impacted and that service continuity will be maintained. Users are not entitled to compensation unless legally mandated.

20.2 User Notification

In the event of a transfer of rights and obligations to a third party, Just-Roomies.com will notify users in writing. The notification will include information about the third party, the nature of the transfer, and any potential effects on the agreement and services. Just-Roomies.com guarantees that the third party will be bound by the same obligations as Just-Roomies.com.

20.3 User Rights in Case of Transfer

Users may terminate the agreement if they do not consent to the transfer of rights to a specific third party. Users have 30 days from the notification date to raise objections. If a user chooses to terminate the agreement due to the transfer, Just-Roomies.com will provide a prorated refund for any remaining subscription period.

20.4 User Restrictions on Transfer

Users are not permitted to transfer their rights and obligations under the agreement to a third party without prior written consent from Just-Roomies.com. Any unauthorized transfer will be considered void and a breach of the agreement.

20.5 Exceptions and Legal Constraints

This article is subject to mandatory legal provisions that may apply in the user's jurisdiction. In cases of legal conflicts, Just-Roomies.com will adjust its policies and terms to comply with the applicable legal requirements.

20.6 Consequences of Non-Compliance with This Article

Any unauthorized transfer by a user without prior consent from Just-Roomies.com will be deemed null and void, constituting a breach of the agreement. Just-Roomies.com reserves the right to terminate the agreement immediately without refund of any prepaid subscription fees.

Article 21: Severability

21.1 Invalidity or Unenforceability of Provisions

If any provision of these Terms is deemed invalid, void, or unenforceable by a competent court or authority, the invalidity, voidness, or unenforceability will not affect the validity or enforceability of the remaining provisions. The rest of the Terms will remain in full force and effect.

21.2 Replacement and Adaptation of Invalid Provisions

If a provision is found invalid or unenforceable, Just-Roomies.com will endeavor to replace the provision with one that is valid, enforceable, and closely approximates the original intent, purpose, and economic outcome of the invalid or unenforceable provision.

21.3 Interpretation Favoring the User

If a provision is deemed specifically detrimental to users in a particular jurisdiction, Just-Roomies.com may, at its discretion, modify or supplement the provision to align with applicable law while safeguarding the original intent as much as possible.

21.4 Limiting the Scope of Invalidity

Where possible, the scope of any invalid or unenforceable provision will be restricted to the minimum necessary to render it valid and enforceable. Partial enforcement will be applied to retain the intent of the original provision.

21.5 Preservation of Rights and Obligations

The invalidity or unenforceability of a provision does not affect the rights, duties, and obligations arising from the remaining provisions of the agreement. Both parties remain bound by the agreement and must fulfill all obligations under the remaining terms.

21.6 Prior Consultation for Replacements

If a provision is deemed invalid and a replacement or adaptation is necessary, Just-Roomies.com will consult with affected users where feasible, especially if the replacement significantly impacts users' rights and obligations.

Article 22: Contact Information

22.1 Contact Details for Questions or Complaints

Users may contact Just-Roomies through the following channels:

Address: Keizersgracht 760a, 1017 EZ Amsterdam

Email: info@just-roomies.com

22.2 Customer Service Availability

Customer service is available via email and aims to respond within 24 hours. Telephone support is available on weekdays from 9:00 AM to 5:00 PM GMT.