Terms of use RoomMate Places

Last update: 18th of April 2023

RoomMate Places makes life easier for anybody who shares a house with friends, colleagues, or even family. Also, RoomMate helps tenants in managing their relationships with realtors, landlords, property managers, or owners.

The usage of each feature, which includes, but is not limited to: the 'Payments', the 'Files', the 'Chat', the 'Maintenances', on RoomMate Places are to be considered as informal and not legally bound to any type of contract. RoomMate offers its services free of any warranty obligations.

RoomMate is a 'work-in-progress': some functions may undergo unplanned variations; we may remove some tools or limit their use at any time. We ask you to be patient, as we are doing our best to make life easier for our users. We edit the 'Terms of Use' and the Privacy Policy periodically.

Terms of Use of RoomMate Places

- Who can use RoomMate: RoomMate can be used by anyone who agrees to the Terms of Use and Privacy Policies. The use of RoomMate and its services is denied to who is banned from receiving them under applicable laws, to who has their account removed due to violations of terms of use, and to those who is under 18 years old.
- **Description:** RoomMate Places is a service that simplifies the life of people who share a house, offering the possibility of managing and sharing expenses or bills, as well as organizing errands and chores. Also, RoomMate Places is a service that helps tenants in managing their relationships with the person, or the company, which holds the rental agreement each tenant is subject to.

The service keeps track of the history of additions of every feature and gathers information on data for future use. The user is always aware that RoomMate Places is offered 'as it is' in the forms and modalities in which it is currently available.

• Features: RoomMate Places consists of some features, which may change at any time, via which the user can make payments, share documents, chat, and many more. RoomMate partners with some external service providers to perform some services, such as for the payments. You can find the Privacy Policy and Terms of Use of each service provider in the dedicated section of RoomMate Places.

By using RoomMate Places to make rental payments, you acknowledge and consent to the following:

- Transaction Fees: A transaction fee may be charged for each rental payment made using our platform. This fee covers the costs associated with processing and facilitating the payment transaction. The transaction fee will be transparently displayed and you will be informed as such. This transaction fee is not related to any fee or margin that your landlord or property manager could operate: any margins your landlord or property manager would do is displayed as an element of the payment you are going to pay;
- Payment Method Fees: If you choose to use a credit card or any other payment method that incurs additional fees imposed by payment processors, you agree to be responsible for such fees.
- Deduction of Fees: The transaction fees and payment method fees, if applicable, may be added on top of the total amount of the payment before it is processed. You agree that the total amount after the adding of fees will be considered as payment in full.
- Changes to Fees: We reserve the right to modify our transaction fees and payment method fees at any time with prior notice. By continuing to use our platform after any such changes, you are deemed to have accepted the updated fees.

By making a rental payment through our platform, you confirm that you have read, understood, and agreed to the above terms regarding transaction fees and payment method fees.

- **Informal debts:** RoomMate allows users to keep track of pending debts to their liking. The user is aware that these debts are not legally bound and that they represent an informal way of sharing information between users. The user is aware that RoomMate cannot guarantee the accuracy of information added by users.
- **Conditions of use:** The user agrees that RoomMate must be used for its primary purpose, in line with the law and local, state, national, and international regulations in force. The user agrees not to use the service in a fraudulent, annoying, manipulative way, intended for money laundering or any other improper acts. RoomMate retains the right, but not the obligation, to examine the usage of the service and its coherence with the Terms, and to deny access to who don't respect them or under the explicit request of the competent authorities.
- User commitment: The user declares to act with honesty, and that all the information added on RoomMate is true, correct, and present. The user also declares to be in possession of the required rights and age in order to accept the Terms and to be able to follow the rules mentioned in this document.
- **Warranty:** RoomMate S.A. ("RoomMate S.A.", or simply "RoomMate"), which owns the rights of RoomMate Places, does not declare that the service will be free of errors, complete or employable as a legal warranty. We remind you that the service is offered

'as it is' in the forms and ways it is currently available. No warranty is available regarding the usage of the service. RoomMate denies any warranty, implicit or not, regarding its service.

- Cancellation or Refusal of the Service: The access to the RoomMate services can be ended at any time, for any reason, at the discretion of RoomMate S.A. only. RoomMate S.A. retains the right to end the use of RoomMate in case of spam, unwanted communications, or hostility towards other users. The procedure, conforming with regulations in force, will be followed by the possibility of cancellation of the user's account data, as well as the groups they belong to. In the latter case, RoomMate retains the possibility of contacting other potential members of the group in question to ask for an opinion about the cancellation, in order to enhance the service.
- **Privacy and Security:** RoomMate S.A. retains some personal information about the user in order to provide the service. A detailed description of the collection and use of data can be found in the Privacy Policy. The user agrees with the treatment of personal data as specified in the Privacy Policy document. The user agrees that RoomMate can share information given in the application if required by legal or state conditions, as specified in the Privacy Policy. The user also declares to be of age and responsible for the prevention of irresponsible use of their account.
- **Responsibilities:** RoomMate S.A. won't be considered responsible in any circumstance for any damage (moral damages included) which is linked to the use of the service, whether the user was informed or not about the possibility of the damage. RoomMate won't be considered responsible towards users who have agreed with the "terms of use" and with the Privacy Policy.
- **Refund:** The user agrees that RoomMate, its employees, agents and representatives aren't liable towards any third party for inappropriate uses of the service including refunds or expenses which are linked to complaints, losses, damage (physical or moral), trials and expenditures for lawyers or freelance professionals of any type.
- Changes to the Agreement: The user agrees that RoomMate can modify the present agreement by developing a new agreement at any time with immediate effect. Moreover, the users agree that the new rights and duties have immediate effect if they don't view personally the document with the new terms of use.
- **Invalidity:** If any section of this document is declared to be invalid or not applicable, RoomMate is bound to provide a new section that is consistent in its aims with the original one.
- **Commitment:** The user agrees that the non-observance of any part of this agreement by RoomMate doesn't correspond to a waiver from RoomMate itself of the rights concerning each section of this document.

- **Jurisdiction:** The user agrees that the document (Privacy Policy included) has to be interpreted according to the legislature in force.
- License: Users are not allowed to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display or carry out, transfer, spread, use the Platform or the Public Content, except when specifically permitted in this document.