

General Terms and Conditions

Last Updated: August 15, 2025

These General Terms and Conditions ("T&C") govern your use of the website operated by Magis Asset Management B.V. ("Magis", "we", "us", or "our"), including any related services such as browsing properties, registering for interest lists, booking residences, accessing personal accounts, subscribing to newsletters, or using additional services (collectively, the "Services"). By accessing or using our website (the "Website") or Services, you agree to be bound by these T&C. If you do not agree, please do not use the Website or Services.

Magis Asset Management B.V. is a limited liability company registered under the laws of the Netherlands, with its statutory seat in Eindhoven, the Netherlands, and its office at Stratumsedijk 50, Eindhoven, the Netherlands (5611NE), registered with the Dutch Chamber of Commerce under number 70098735.

We reserve the right to update these T&C at any time. Changes will be posted on the Website, and your continued use constitutes acceptance of the updated terms. It is your responsibility to review these T&C periodically.

1. Acceptance of Terms

By using the Website or Services, you confirm that you are at least 18 years old (or the age of majority in your jurisdiction) and have the legal capacity to enter into binding agreements. If you are using the Services on behalf of an entity, you represent that you are authorized to bind that entity to these T&C.

2. Description of Services

Magis provides property management and rental services, including:

- Browsing and searching for available residences (e.g., student housing, apartments).
- Registering for interest lists or newsletters for updates on projects and availability.
- Booking residences, managing personal accounts, and accessing additional services (e.g., maintenance requests, energy monitoring).
- Community features, such as events or communal spaces in managed properties.

Services are provided "as is" and subject to availability. We may modify, suspend, or discontinue any part of the Services without notice. We do not guarantee that the Website will be error-free, secure, or uninterrupted.

3. User Registration and Accounts

To access certain Services (e.g., booking or personal portals), you may need to create an account. You agree to:

- Provide accurate, current, and complete information during registration.
- Maintain the security of your account credentials and notify us immediately of any unauthorized access.
- Be responsible for all activities under your account.

We reserve the right to refuse registration, suspend, or terminate accounts at our discretion, including for violations of these T&C.

4. User Obligations and Conduct

You agree to use the Website and Services only for lawful purposes and in compliance with applicable laws. Prohibited activities include:

- Posting or transmitting harmful, illegal, or offensive content (e.g., spam, viruses, or discriminatory material).
- Interfering with the Website's functionality (e.g., hacking, overloading).
- Using automated systems (e.g., bots) to access or scrape content without permission.
- Misrepresenting your identity or affiliation.
- Violating intellectual property rights or privacy of others.

For rentals, you must comply with any lease agreements, including proper use of properties, payment of rent, and respect for communal rules.

5. Bookings, Payments, and Refunds

Bookings:

Reservations are subject to availability and confirmation by Magis. You must provide accurate details (e.g., personal information, payment info) as outlined in our Privacy Policy.

Payments:

Rent, deposits, and fees must be paid via approved methods (e.g., bank transfer, automatic collection). Late payments may incur fees or lead to termination.

Cancellations and Refunds:

Cancellations are subject to the terms of your rental agreement. Refunds (e.g., for deposits) will be processed in accordance with Dutch law and the agreement. We do not refund for user-initiated cancellations after confirmation unless specified.

All payments are non-refundable except as required by law or stated in your rental contract.

6. Intellectual Property

The Website, including text, graphics, logos, images, and software, is owned by Magis or its licensors and protected by intellectual property laws. You may not copy, modify, distribute, or reproduce any content without our prior written consent. Limited, non-commercial use is permitted for personal purposes only.

User-generated content (e.g., comments, photos uploaded to accounts) grants us a non-exclusive, royalty-free license to use, display, and reproduce it in connection with the Services.

7. Liability and Disclaimers

Disclaimers:

The Website and Services are provided "as is" without warranties of any kind, express or implied, including accuracy, completeness, or fitness for a particular purpose. We do not guarantee that information on properties (e.g., availability, energy efficiency) is error-free.

Limitation of Liability:

To the fullest extent permitted by law, Magis shall not be liable for indirect, incidental, consequential, or punitive damages arising from your use of the Website or Services, including loss of data, profits, or property damage. Our total liability shall not exceed the amount you paid us in the preceding 12 months.

Indemnification:

You agree to indemnify and hold Magis harmless from any claims, losses, or damages arising from your violation of these T&C or misuse of the Services.

8. Privacy and Data Protection

Your use of the Website is also governed by our Privacy Policy, which is incorporated herein by reference. It details how we collect, use, and protect your personal data. By using the Services, you consent to such processing.

9. Termination

We may terminate or suspend your access to the Website or Services at any time, without notice, for conduct that violates these T&C or is harmful to other users or us. Upon termination, your right to use the Services ceases immediately.

10. Changes to Services and T&C

We may update the Services or these T&C at any time. Significant changes will be notified via the Website or email. Continued use after changes constitutes acceptance.

11. Governing Law and Dispute Resolution

These T&C are governed by the laws of the Netherlands. Any disputes arising from or related to these T&C shall be resolved exclusively in the courts of Eindhoven, the Netherlands. We encourage informal resolution first—contact us at the details below.

12. Miscellaneous

Force Majeure:

We are not liable for delays or failures due to events beyond our control (e.g., natural disasters, pandemics).

Severability:

If any provision is deemed invalid, the remaining provisions remain in effect.

No Waiver:

Failure to enforce any right does not constitute a waiver.

Assignment:

We may assign these T&C without your consent; you may not assign without our written approval.

Entire Agreement:

These T&C, along with our Privacy Policy and any rental agreements, constitute the entire agreement between you and Magis.

13. Contact Information

For questions about these T&C, contact us at:

Magis Asset Management B.V.

Stratumsedijk 50, 5611NE Eindhoven, The Netherlands

Email: service@magisrealestate.com

Phone: +31 (0) 88 - 178 00 00 (for emergencies or support, as per our support guidelines)

By using our Website or Services, you acknowledge that you have read, understood, and agree to these T&C.