

TERMS OF USE
MILLUU APP AND SITE

Last Updated: 19.08.2019

These Terms of Use (the “**Terms**”) set forth the terms and conditions that govern (i) access to, and use of the application provided by Milluu (as defined below) (the “**App**”), (ii) the access to, and use of our website available at the URL www.milluu.com („**Site**”) and (iii) the access to, and use of the content of the App and of the Site including of the services provided by Milluu (the “**Services**”). Our aim is to create a safe & smart application for listers (landlords, property managers, owners) and tenants to connect directly and manage their rent, and in this context our Services aims at connecting directly the landlords or other persons leasing a property and tenants based on their preferences.

Please carefully read these Terms as they contain important information concerning your rights and obligations. These Terms include various limitations and exclusions, defining Milluu’s liability in certain cases, determining the jurisdiction and authorities on matters of conflict resolution, as well as the applicable legislation to Milluu Services.

These Terms are a legal agreement between you, (i) as a person listing a property, or (ii) as a person in search of a tenancy, or (iii) as a user only navigating through our Site or installing and navigating through out App (“**you**”, “**your**”, or “**user**”) and **SC PROPTECH CORP SRL**, a company incorporated under the Romanian law, having its headquarters at 56 PITESTI Street, SLATINA, OLT County, Tax Code 41276829, registered with the Trade Registry under no. J28/788/2019 (“**Milluu**”, “**we**”, “**us**”). Before you use the App or the Site, you will need to agree to these Terms. We are only willing to make the App or the Site available to you if you accept all of these Terms. Otherwise, you may not access or use the App or the Site. The use of the App and or Site represents your confirmation that you understand and agree to all of these Terms. In case you use the App and or Site on behalf of a company, you represent that you have the legal authority to accept these Terms on behalf of the respective company. In such a case, when using “you” in these Terms, we will refer to the respective company.

We reserve the right to change the Terms at any time and in our sole discretion. If we make changes to these Terms, we will make the updated version of the Terms available on the App and on the Site and update the “Last Updated” date found at the top of these Terms and we will inform you accordingly. Please verify these Terms periodically for changes. Any changes to the Terms will apply as of the date that they are made, and your continued access to or use of the App or of the Site after the Terms have been updated will constitute your binding acceptance of the updates.

In order to use the App and the Site you must be at least 18 years old.

1. THE SITE

The Site is only intended to present and detail our Services. As such, all the content made available on the Site in any form is for informational purposes only.

2. THE APP

The App aims at connecting landlords or other persons entitled to lease a property (each a “**Lister**” and, collectively, “**Listers**”) with tenants (each a “**Tenant**” and, collectively, “**Tenants**”) who wish to lease a property (“**Property**”) listed by the Listers.

The App is exclusively dedicated to residential Properties (residence, flats, apartments, studios or rooms that are to be used for residential purposes). For avoidance of doubt, on our App cannot be listed and leased other types of Properties, such as commercial Properties (e.g., office buildings, supermarkets, shopping malls, industrial).

3. CREATING THE USER ACCOUNT

In order to have access to all the features available for each type of users (Lister or Tenant), you need to register and create a user account on our App (“**User Account**”).

For creating the User Account, we need your first and last name, image, email and phone number. You have to provide accurate, current and complete User Account information about yourself.

Additionally, you are permitted to register for and log into the App via certain third-party social networks, such as Facebook, LinkedIn or Google. If you log in via such social network platforms, the profile information related to the account you use to log into the App, including your name or nickname, may be used by Milluu in order to provide and support your User Account. Please, read our Privacy Policy for more information about how we use such data. You are required to provide accurate information concerning your social network accounts, and you are not allowed to use others’ accounts to register into the App.

When using the User Account, you need to take the following safeguards: (i) choose a strong password; (ii) maintain and promptly update as necessary the User Account information (iii) protect your User Account credentials and access to your Account.

If you become aware of any unauthorized use of your password, credentials or of your User Account, you need to notify us immediately.

You acknowledge and agree that you are responsible for all activities occurring under your User Account and accept all risks of any authorized or unauthorized access to your User Account, to the maximum extent permitted by law.

4. IF YOU ARE A LISTER

4.1. Start using the App

When you start using the App, we will need certain information in order for us to better connect the Listers and the Tenants and to create your profile.

As a Lister, you have to provide certain mandatory information regarding your Property features, house rules and preferences to whom to rent to: location, type of tenants, the professional status of the tenants, house rules (smoking, pets, sublet, redecoration), Tenant's ID verification and certain mandatory details about the you (date of birth, profession).

4.2. Listing a Property

Any Lister having the User Account created has the possibility to list a Property on our App ("**Listed Property**"). Listers are solely responsible for their postings on the App.

When listing a Property, the Lister has to provide certain information regarding the Property, out of which some are mandatory and others are optional: Property location (mandatory), Property details (all mandatory except balcony surface and parking), Property features (all optional), building facilities (all optional), description (mandatory), rent settings (mandatory all fields, except extra costs), pictures (at least one picture per room mandatory), house rules & preferences (mandatory).

Additionally, the Lister has to upload certain documents: Property plan (optional) and Property title, such as the first page of a sale purchase agreement or any other similar document, such as a utility invoice, power of attorney (mandatory). The said documents are requested in order to attest the right to lease that Property and prove consistency between the address of the Listed Property and of the Property.

A Listed Property may not contain:

- any hyperlinks, other than those specifically authorized by Milluu;
- misleading, unreadable, repeated keywords or keywords that are irrelevant to the properties being presented;
- inaccurate, false, or misleading information (such as false images or false description of the Property);
- any other content that breaches the User Content (as defined below) requirements set out in article 12 of these Terms.

You may not use the App to:

- post Properties in a manner that does not comply with applicable laws, including but not limited to laws relating to real estate law, data privacy and intellectual property;
- sell, promote or advertise products or services;
- advertise sexual services;
- endorse a particular political party, political agenda, political position or issue;

Milluu reserves the right to remove any Listed Property or content from the App, which does not comply with the Terms, or if any content is posted that Milluu believes is not in its best interest.

4.3. Verifying the Listed Property

In order for the Listed Property to be published on our App, we will verify the compliance of the Listed Property with the conditions set out in these Terms. For example, we will verify, including but not limited to: (i) the content of the Listed Property (ii) whether the user listing the Property is the same with the user having the User Account or with the user receiving the rent, or (iii) whether the Lister has the right to lease the respective Property.

In case the Listed Property does not fulfil the listing requirements set out in these Terms, the said Property shall not be published on our App.

However, Milluu shall limit the verification of the Listed Property to the documents provided by the Lister. Milluu is not responsible in case that the Lister provides false information or documents..

4.4. Publishing the Listed Property

Once the verification of the Listed Property is performed by Milluu in accordance with article 4.3. above, and Milluu agrees to the publication of the said Listed Property, the Listed Property shall be visible on our App in the searches performed by the Tenants, pursuant to article 5.2. below.

Once published, the Listed Property shall be visible for a period of 14 calendar days. In order to be visible for a longer period, the Lister has to extend the period.

In order for a Listed Property to appear in a search performed by a Tenant, we take into account different correspondence criteria, such as the correspondence between the Listed Property details and the searching criteria indicated by the Tenants or the compatibility between the Lister and the Tenant. However, we do not warrant that the Listed Property shall meet the correspondence criteria and that it will appear in a search performed by a Tenant.

4.5. Webview onboarding

The webview onboarding is a functionality offered to potential customers (potential new Listers) who have listed Properties on other real estate rental platforms (external platforms belonging to a thirs parties) to list their Property on our App.

The webview onboarding is a functionality offered to potential customers (potential new Listers) who have available Properties and need assistance to upload it.

In such a case, at the specific request of the Lister, we will fill in all the details available and offered by the Lister. We are not responsible in case the details indicated are not accurate, and, therefore, the Lister has to verify and approve all the details of the Property added by us.

Listers must approve and list a Property by using a webview listing functionality which can be accessed by using a specific link sent by us. The said link will be available for a limited timeframe.

In the webview functionality, the Lister needs to add all the details mentioned in section 4.2. above.

After the Lister added all the Property details, the Lister needs to create a User Account in the webview functionality by filling in the same data as mentioned in section 3 above.

Further, in order for the Property to be listed on our App, the Lister has to download our App and to follow all the necessary steps. The webview onboarding functionality is intended only to help potential Listers to register on our App and all other functionality of our App remain the same. As such, all the provisions of these Terms remain applicable.

4.6. Receiving the payment

When a Listed Property is leased through our App, pursuant to section 7 below, the money paid by the Tenant shall be transferred to Milluu's bank accounts which shall further transfer it to the Lister's account in a timeframe of 5 business days.

For avoidance of doubt, the Listers empower Milluu to receive the payment in their name and on their behalf. As such, in this case, Milluu only acts as the proxy (representative) of the Listers and, in this position, Milluu receives the money from the Tenants.

However, for clarity, Milluu is not and does not act as a payment processor or as a bank or any other type of financial institution.

4.7. Other features in the App menu

While using the App, the Lister has the possibility to make at any time any of the following actions:

- changing or adding personal details
- viewing the notifications received from Milluu.
- viewing and managing the leases.
- adding a bank account and/or changing the details of the bank account
- adding a bank card and/or changing the details of the bank card
- accessing the settings menu where you can change the App language (English or Romanian) or you can set up your notification preferences. You can also delete your User Account.
- viewing the blocked users
- viewing the terms and conditions
- viewing the chat conversations with other users and starting to chat with them.
- viewing all the Listed Properties and the calendar.
- viewing and managing all the match requests you have received.

5. IF YOU ARE A TENANT

5.1. Start using the App

When you start using the App, we will need certain information in order for us to better connect the Listers and the Tenants.

As a Tenant, you have to provide certain mandatory information in order for our App to perform a relevant search: priority (budget, location, features), city, neighborhood, number of rooms, who' moving, pets, smoking, move-in date, lease period, budget, certain details about the person (Tenant occupation, professional status, work place, date of birth). Additionally, for a better search of the Properties, you could also add more filters about the Property you are looking for, such as number of bathrooms, floor, surface, distance to a certain place, hobbies that could translate into nearby places, etc.

5.2. Searching for Properties

Once you completed the set-up of your profile, you can search for Listed Properties. However, in order to have access to all app features (such as requesting a match or applying for rent), you have to have your User Account created and a basic profile.

In order for a Listed Property to appear in a search performed by a Tenant, we take into account different correspondence criteria, such as the correspondence between the Listed Property details and the searching criteria indicated by the Tenants or the compatibility between the Lister and the Tenant. However, we do not warrant that the Listed Property shall meet the correspondence criteria and that it will appear in a search performed by a Tenant.

When a Listed Property is visible in the search for performed by a Tenant, the Tenant has access to all the Lister Property details and to the Lister profile.

Also, the Tenant has the possibility to save the Listed Property as a favorite.

5.3. Other features in the App menu

While using the App, the Tenant has the possibility to make at any time any of the following actions:

- changing or adding personal details
- viewing the notifications received from Milluu.
- viewing and managing the leases.
- adding a bank account and/or changing the details of the bank account
- adding a bank card and/or changing the details of the bank card
- accessing the settings menu where you can change the App language (English or Romanian) or you can set up your notification preferences. You can also delete your User Account.
- viewing the blocked users
- viewing the terms and conditions

- viewing the chat conversations with other users and starting to chat with them.
- accessing the wishlist

6. REQUESTING A MATCH

The matching process is initiated by the Tenant who needs to send the matching request.

In case the Lister requested the verification of the ID card of the Tenant, the Tenant needs to upload his/her ID card in order to be verified by us and further proceed with the matching process. However, Milluu shall limit the verification of the documents provided by the Tenant. Milluu is not responsible in case that the Tenant provides false information or documents.

When the Tenant requests a match, the Lister shall receive access to the profile information of the Tenant, namely to: first name, age, profession, working place, professional status, smoking habit, your *About me* description, Facebook likes, and other information in relation to your movement (move-in date, lease period, pets).

The Lister has a timeframe of 24 hours as of the moment of receiving the request to answer to the Tenant request. In case the Lister does not answer to the request, the request shall expire.

In case the Lister agrees to the request, the Tenants shall have access to the following features:

6.1.1. Call

The Lister and the Tenant have the possibility to call each through our App;

6.1.2. View

The Tenant has the possibility to request a visit to the Property. In such a case, the Lister has to publish a visiting schedule and a Tenant has to make a request for an available slot in the respective schedule. The Lister has to accept the Tenant's request in 24 hours as of the moment of receiving the request, otherwise the request expires. In addition, the Lister and the Tenant also have the possibility to reschedule or cancel the visit.

6.1.3. Chat

The Lister and the Tenant have the possibility to discuss on the chat provided on our App, including to send documents or images;

The chat conversations between the Listers and the Tenants are confidential and Milluu does not have access to them. In addition, in case a user deletes a chat conversation, the deletion is permanent and respective conversation cannot be restored.

6.1.4. Applying for rent

The Tenant can apply for rent, in which case the following process, provided by section 7, will begin.

7. LEASING THE LISTED PROPERTY

On our App, the Lister and the Tenant have the possibility to perform the entire leasing procedure. In such a case, they need to follow the steps provided in this section. In order to finalize the leasing procedure, the Tenant needs to pay the first payment (pursuant to section 7.4. below). Otherwise, the leasing procedure provided by this section shall not be finalized and the Listed Property shall not be considered as being leased in accordance with this section.

7.1. Applying for rent

In order to send the lease request, the Tenant has to fill in a form with the following information: first, middle and last name of the Tenant, lease period, move-in date, workplace (only if the Tenant works), income (optional), and other supporting documents, such as letter of employment, bank deposit, letter of intent, guarantor [•] (all optional).

7.2. Lister's answer

The Lister has to accept the Tenant's application in 24 hours as of the moment of receiving the application, otherwise the application expires.

In case the Lister accepts the Tenant's application, the Lister needs to set up the final details of the lease: lease period, move-in date, due date of the rent, recurring payment of the rent, and the payment method (optional). The payment method can be updated by the Lister anytime during the Lease Agreement (as defined below).

Additionally, the Lister has the possibility to change the lease costs (in case the Lister and Tenant negotiated them): monthly rent, guaranty and other costs.

The Lister also needs to fill in the bank account detail in which he/she will receive the rent.

7.3. Concluding the Lease Agreement

On our App, The Lister and the Tenant have the possibility to conclude a lease agreement provided by us (the "**Lease Agreement**").

However, in case the Lister and the Tenant choose to conclude the Lease Agreement through our App, they need to e-sign the Lease Agreement pursuant to this section. In addition, in this situation the Tenant needs also to make the first payment through our App.

In case they choose to conclude a Lease Agreement on our App, they have to fill in the parties' details: first and last name, address, ID series and number (for natural persons), and company name, company address, tax number, first and last name of the company representative (for legal persons).

When concluding the Lease Agreement on our App, the Lister has the possibility to request the attachment of the ID cards to the Lease Agreement. In such as case, both, the Lister and the Tenant, have to upload their ID cards, which will be attached to the Lease Agreement.

Further, the Lister has to digitally sign the Lease Agreement, by using the digital signature feature available on our App.

Once the Lister completed the Lease Agreement details and digitally signed it, the Tenant receives the completed Lease Agreement and has to fill in the same details as the Lister and to digitally sign the Lease Agreement.

Clarifications

Milluu is not a party to the Lease Agreement to be concluded between the Lister and Tenant in respect to the leased Property. Further, the Lease Agreement provided by us represents only a model of the agreement that could be concluded by the Lister and Tenant in respect to the leased Property. You understand and agree that we have no liability to you or to any third party for any claims or damages that may arise under the Lease Agreement.

The digital signature provided in our App aims at proving the conclusion of the Lease Agreement through our App. Once you have signed the Lease Agreement, you create an expectation that you will be bound by the agreement and will act in good faith in following its provisions. Please note that, if issues arise during execution of the agreement, you will be fully and exclusively responsible to make your claims in front of courts of law and that said courts of law may have various interpretations regarding the effects of the agreement and its conclusion.

7.4. First Payment

In order to finalize the rent process, the Tenant has to proceed with the payment process in 24 hours as of the moment of finalizing the conclusion of the Lease Agreement. Otherwise the entire process provided by this section 7 has to be started again.

In this context, the Tenant has to fill in the bank card details and to make the payment for the first month and any other cost, the guarantee, and any other costs agreed with the Lister.

The price that need to be paid by the Tenant includes the rent for the first month, the deposit, and any other costs agreed with the Lister. Additionally, the total cost shall include (i) the Tenant Fee (as defined below) and (ii) the fees charged by the payment processor.

The payments shall be made in RON at a currency rate established by the National Bank of Romania on the day the of the payment.

The money shall be transferred to Milluu's bank accounts which shall further transfer it to the Lister's account in a timeframe of 5 business days. From the money we shall transfer to the Lister, we will retain the Lister Fee (as defined below). In addition, the

Lister shall be responsible for any transfer fee charged by the banks or any other payment processor.

The payment of the fee shall be made by using the services of a third party provider. You understand and agree that we do not provide the respective services and we cannot control them. We will not be responsible or liable for any claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses arising out of or relating to the use of the respective payment services.

8. MANAGING THE LEASE

In case the Lister and the Tenant leased the Property through our App, pursuant to section 7 above, they have the possibility to opt for the managing lease Services provided by Milluu.

This feature allows the users to keep track of all their costs and manage the lease. They have access to monthly rent status, supervise bill payment and can deal with maintenance issues.

8.1. Supervising the payment of the rent

This feature includes the following:

- Viewing the lease documents (the Lease Agreement and the lease form)
- Managing the rent (set/end recurrence for rent payments).

Milluu will send notifications and help both Listers and Tenants stay on track with all payments.

8.2. Recurring rent payment

When a Lister opts for recurring rent payment Service, Milluu shall manage all the payments from the Tenant to the Lister, acting as the proxy (representative) of the Lister.

If a Lister sets a recurrent payment for the monthly rent, the recurring payment Service will apply throughout the lease period. Unless the Lister marks the rent as paid and deactivates the recurring payment Service, Milluu will automatically charge the Tenant one day before the due date.

In such a case, one day before the due date set in the Lease Agreement for the payment of the rent, Milluu shall automatically debit the bank card added by the Tenant in the App with the rent amount and, if the case might be, any other costs related to the lease to the Milluu's bank accounts. Additionally, the cost shall include the fees charged by the Payment processor.

In case of payment errors, Milluu shall attempt to debit the bank card with the rent amount and, if the case might be, all the other costs for another two days. For avoidance of doubt, Milluu shall attempt to debit the Tenant's bank card for three times. After three days of repeated trials to charge the rent, the rent will be marked as late and the Tenant must make the payment manually by pressing the *Pay Now* button.

The payments shall be made in RON at a currency rate established by the National Bank of Romania on the day the of the payment.

Once received the money, Milluu shall further transfer it to the Lister's account in a timeframe of 3 business days since the payment was confirmed. From the money we shall transfer to the Lister, we will retain the Recurring Lister Fee (as defined below). In addition, the Lister shall be responsible for any transfer fee charged by the banks or any other payment processor.

However, in order for this feature to be available to the users, the Lister needs to have a bank account added to the User Account, and the Tenant needs to have a bank card added to the User Account.

The payment of the fee shall be made by using the services of a third party provider. You understand and agree that we do not provide the respective services and we cannot control them. We will not be responsible or liable for any claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses arising out of or relating to the use of the respective payment services.

8.3. Managing utilities bills

The Lister can set to be notified when the Tenant has paid the utilities bills. The Lister can add all the utilities suppliers and set a due date for the payment proof to be uploaded in App. For avoidance of doubt, a payment proof is a photo or a print screen with the bill and the payment bank order or any other similar document proving the payment (such as a receipt).

Milluu will send users monthly reminders and help them stay on track.

8.4. Issuing maintenance tickets

In case a Tenant has an issue in the Property, the respective Tenant can notify the Lister by creating a maintenance ticket in our App. Also, the lister can create a ticket for a repair they must make in the apartment.

The users can manage the active tickets created by either of them. They can review the details and update the status by marking it as solved, when the issue was solved or the repair was finalized.

9. INSURANCE POLICY

In case the Lister and the Tenant leased the Property through our App, pursuant to section 7 above, they have the possibility to benefit from an insurance policy covering certain damages that might occur during the Lease Agreement duration.

For avoidance of doubt, the insurance policy is offered by an insurance company and we will offer you the possibility to adhere to the said policy. The insurance is offered in accordance with the specific terms and conditions applicable to this service. For more information about the insurance policy and its terms and conditions please access the menu (*Manage Lease - Milluu rent - About Groupama*) in our App.

For clarity, Milluu only offers the Lister and the Tenant the possibility to benefit from an insurance policy. However, the respective insurance policy is offered by an insurance company which is a third party. You understand and agree that we do not provide the respective services and we cannot control them. We will not be responsible or liable for any claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses arising out of or relating to the use of the insurance services.

10. FEES

When a Listed Property is leased through our App and the Tenant makes the payment, we will charge a fee from both the Lister and the Tenant (the “**Fees**”)

10.1. The Fees paid by the Listers

When a Listed Property is leased through our App and the Tenant makes the payment, pursuant to section 7 above, we will charge a fee of 30% of the first month rent, from the Lister (“**Lister Fee**”).

When a Lister opts for the recurring rent payment Service, we will charge a fee of the rent, from the Lister (“**Recurring Lister Fee**”).

10.2. The Fees paid by the Tenants

When a Listed Property is leased through our App and the Tenant makes the payment, pursuant to section 7 above, we will also charge a fee of 30% of the first month rent, from the the Tenant (“**Tenant Fee**”).

10.3. Changing the Fees

We have the right to change the Fees from time to time. When we do so, the updated Fees shall apply as of the date the changes are made.

10.4. Discounts

We have the right to offer discounts to the Fees from time to time. In such a case, we will inform you accordingly and the discount shall apply pursuant to the conditions set out by Milluu.

11. RATING, REVIEW, BLOCKING AND REPORTING

11.1. Rating

On our App, each user has a rating score which is visible on his/her profile. The rating score is calculated in accordance with the users rating system and is intended to contribute to creating a safe and transparent community, based on trust.

When starting using the App and creating the User Account, the initial value of the rating score for user shall be the top rating score (i.e., 5.00).

When using the App, the user’s rating shall be influenced by their activity and the feedback received from other users.

The user rating system is based on the following factors:

- promptitude;
- behavior;
- trust & reliability;
- feedback (provided in accordance with the *Review, Block and Report* sections below).

11.2. Review

Review is a feedback option available to both users (Listers and Tenants) provided that a match between them is made (i.e., a request for a match made by a Tenant is accepted by the Lister). For avoidance of doubt, the review feature is not available between users which did not have a match.

The review consists of a message (a feedback comment) and shall be visible on the profile of the user.

However, before to be published on the user's profile, the review is verified by Milluu in order to assess whether the review complies with these Terms, especially with the provisions of article 12 regarding the User Conduct. In case the review does not comply with these Terms, it will not be published on the user's profile.

11.3. Block

The block option is found on the user's profile and is available for both users (Listers and Tenants), irrespective of a match between them.

The block option means one user wish to not be contacted anymore by another user. However, a user who blocked another user has the possibility to unblock the blocked user.

The exercise of the block option will result in the following consequences:

- all actions will be erased: match requests, views, rent applications, rent proposals;
- the Listed Property will disappear from the Tenant's search/matches/favorites;
- the users cannot connect anymore while one is blocked by the other.

However, if the users leased a Property, pursuant to section 7 above, the block option can be exercised only after the user Lease Agreement concluded between the respective Lister and Tenant is terminated in accordance with the provisions thereof.

11.4. Report

The report option is a feedback option that a user can leave about another user or a Property, irrespective of a match between them.

The report option can be found on the user profile, on the Property details or in the feedback flows in the bot.

The report option only affects the rating score of the reported user.

Depending on the reason of reporting, Milluu may decide to contact the user who made the report through *Customer care* feature to clarify the report or to cancel it.

If we consider as being a necessary measure, we can eliminate the report, in our sole discretion.

11.4.1. User report

Each user report is a negative feedback that needs to be motivated with a clear reason. Each report is followed by a list of standard reasons from which each user must choose. However, the users also have the possibility or add their own specific reason.

The user reports are saved on the reported user's profile and Milluu is notified a user is reported.

A user has the possibility to report another user only one time. If the respective user tries to report the other user one more time, he/she will be notified that his/her report was already registered.

The user report option does not have consequences in relation to the contact option between the respective users (the one making the report and the reported one).

11.4.2. Property report

The property report is a feature that can be used only the Tenants. The property can be reported in the Property details or in the bot feedback flow. Each report is followed by a list of standard reasons from which the Tenant must choose. However, the Tenant also have the possibility or add their own specific reason.

The Property reports are registered and saved on the Listed Property and Milluu is notified when a Property is reported.

A Tenant has the possibility to report a Property only one time. If the respective Tenant tries to report the same Property one more time, he/she will be notified that his/her report was already registered.

12. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated by us, all elements of the App and of the Site, all content and other materials therein are owned by us (or, as applicable, our licensors) and are protected by intellectual property rights. For the avoidance of doubt, the visual interfaces, design, text, graphics, pictures, systems, information, data, methods, software, computer code, organization, services, all other elements and any other documentation or other ancillary material provided to you (the "**Content**") are owned by us or by our licensors and are protected by copyright, patents, trademarks, design, trade secrets, any other intellectual property rights and applicable law.

You can use the App, the Site and the Content solely for the purpose of listing Properties, searching Properties and renting the Listed Properties. However, you are not permitted to:

- use the App, the Site or the Content other than for their intended purposes;
- use any data mining, robots or similar data gathering or extraction methods;
- sell, rent, lease, lend, redistribute, sublicense or make commercial use of the App, the Site or the Content;
- copy, reverse engineer, decompile, disassemble or attempt to discover the source code of our App, the Site or Content;
- modify, alter or otherwise make any derivative uses of the App, the Site or the Content, or any portion thereof, except as expressly permitted under these Terms;
- remove, alter or obscure any copyright, trademark or other proprietary rights notice included in the App, the Site or Content;

Any use of the App, the Site or the Content other than as specifically authorized herein, without the prior written permission of Milluu, is strictly prohibited. Such unauthorized use may also violate applicable laws, including without limitation, copyright and trademark laws. Unless explicitly stated by Milluu, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by implication or otherwise.

13. USER CONTENT

You are solely responsible for all content you create, transmit and/or distribute through the App (“**User Content**”). With that in mind, you agree not to create, transmit and/or distribute through the App any User Content that:

- is illegal or unlawful, that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, national or international law;
- is defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, violent, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, invasive of privacy or publicity rights, fraudulent, deceptive or otherwise objectionable;
- impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- may infringe or violate any patent, trademark, trade secret, copyright, or other intellectual property right or other right of any party;
- contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;

- is designed to deceive or trick the users of the App;

14. USER CONDUCT

You are solely responsible for your own conduct while accessing or using the App and the Site. You agree to use the App and the Site only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. You agree that you will not and will not permit any third party to do, including but not limited to, any of the following:

- use the App and the Site for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms or any other rules or polices established from time to time by us;
- use the App and the Site to violate the legal rights and the legitimate interests of others, including, but not limited to, transmitting or otherwise making available through the App of content that infringes the intellectual proprietary rights of any party;
- remove any copyright, trademark or other proprietary rights notices contained in or on the App and the Site, or any part of it;
- modify, adapt, hack, translate, or reverse engineer the App and the Site;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the App and the Site or to extract data;
- attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose, unless we specifically consented to such conduct;
- upload, send, distribute or disseminate any User Content that could be in any way interpreted as defamatory, unlawful, fraudulent, obscene, harassing or objectionable;
- distribute any other harmful components such as, including but not limited to, worms, viruses, Trojan horses, corrupted files, defects, hoaxes;
- impersonate another person by any mean (e.g., by use of an email address, name, nickname or otherwise);
- exploit the App and the Site for any unauthorized commercial purpose;
- access or use the App and the Site for the purpose of creating a product or service competitive with any of our products or services;
- register on the App and the Site on behalf of a company, without having the right to represent the respective company;
- listing a Property that the Lister does not have the right to lease.

15. INDEMNIFICATION

You agree, at your sole expense, to defend, indemnify and hold us, our officers, agents, employees, advertisers, licensors, suppliers or partners harmless from and against any claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses of any kind or nature, including litigation costs, and legal fees arising out of or in any way related to (i) your use of the App and the Site; (ii) your violation of these Terms or the rights of any third-party; or (iii) your breach of applicable laws in connection with your conduct, access to or use of the App and the Site.

16. DISCLAIMER

You expressly acknowledge and agree that your use of the App and the Site is at your sole risk and that the entire risk as to satisfactory quality, performance, safety, accuracy and effort is with you. The App and the Site are provided on an “as is” and “as available” basis. To the maximum extent permitted by applicable law, we disclaim any and all warranties and representations (express or implied, written or oral) in relation to, without limitation, the App, the Site or external websites or applications, including but not limited to any implied warranties of merchantability, implied warranties of fitness or suitability for any purpose and warranties of non-infringement, condition of title, accuracy, reliability. We do not warrant and/or represent that the App and the Site will meet accuracy and your requirements, that the use of the App and the Site will be uninterrupted, secure or error-free, or that the App and the Site is free of harmful components, such as viruses.

17. LIMITATION OF LIABILITY

Milluu only acts as an intermediary in the rental process and is not involved in, and does not control, the actual transaction between Listers and the Tenants. As a result, Milluu is not responsible for (i) the quality, safety, legality, truth or accuracy of the Listed Properties or User Content, (ii) the ability of Listers to lease the Lister Properties or (iii) the ability of Tenants to rent the Listed Properties. Milluu makes no representations about any Listed Properties or User Content on the App. This remains applicable even if Milluu acts as a proxy (representative) of the Lister when it receives the money paid by the Tenant in accordance with section 7 above.

While Milluu reserves the right in its sole discretion to remove User Content, Listed Properties or other material from the App and the Site from time to time, Milluu does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action.

You acknowledge and agree that to the maximum extent permitted under applicable law, in no event will Milluu be liable to you or to any other third party for any incidental, indirect, special, consequential, exemplary or punitive damages whatsoever including, but not limited to, damages for loss of profits, (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss, arising out of or related to the App and the Site, regardless of the theory of liability (contract, warranty, tort, strict liability,

product liability or other theory) and even if we have been advised of the possibility of such damages.

You understand and agree that we will not be liable for any failure or delayed performance of our obligations that results from any condition beyond our reasonable control, including but not limited to, acts or omissions of third parties, earthquake, fire, flood, governmental action, acts of terrorism, labor conditions, power failures, Internet disturbances or server failures.

You acknowledge that the App and the Site is Internet-based and you understand and accept the inherent security risks associated with such applications and websites, including but not limited to, the risk of losing the Internet connections, the risk of malicious software, the risk of hardware or software failure and the risk of unauthorized access by third parties to your User Account. Thus, you agree that we have no liability for any malfunctions, communication failures, delays, errors, or any breach of security you might incur.

18. EXTERNAL SITES

The App and the Site may contain hyperlinks to third party website or resources. These links to third party pages are provided for convenience only. In any event, especially because of the volatile nature of information on the Internet, Milluu cannot control the nature or content of these external sources and therefore is not responsible and or liable for the use, the unavailability of third party website nor their content and advertising or other materials available on such third party websites that you might access via our App or the Site.

19. ADVERTISING

Milluu reserves the right to assign spaces, sections or pages of the App or of the Site, even interspersed with the contents of the user, for the inclusion of contents for advertising or promotional purposes or that are subject to sponsorship.

In addition, Milluu reserves the right to promote the Listed Properties posted on our App, by using ads on on different channels, such as social media platforms (such as Facebook) or other relevant platforms (such as Google).

20. CHANGES OF THE APP AND OF THE SITE

We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion or feature of our App and Site.

In no event will Milluu be liable for the removal of or disabling of access to any portion or feature of the App or the Site.

21. SUSPENSION OR TERMINATION

In case you breach these Terms, we may suspend or terminate in whole or in part, your access to the App in our sole discretion, immediately and without prior notice, and delete or deactivate your User Account. In such a case, we will notify you accordingly.

We may also cancel, suspend, block or eliminate certain type of contents, including but not limited to Listed Properties or reviews in case that the respective content breaches the provisions of these Terms.

The users have the possibility to delete their User Accounts and in such a case, all their account information, shall be erased. However, we might retain certain information about the commercial relationship with the respective user, in accordance with our Privacy Policy.

22. ASSIGNMENT

Milluu may assign these Terms and/or any and all of its rights or delegate any and all of its obligations under these Terms without your consent. All provisions contained in these Terms shall extend to and be binding upon you and Milluu's successors and assigns. You may not assign these Terms or any of your rights and/or obligations under these Terms to another person or entity.

23. PERSONAL DATA

Please refer to our Privacy Policy for information on how we collect, use, store and disclose your personal data.

24. SEVERABILITY

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

25. LACK OF ENFORCEMENT

Enforcement of these Terms is solely in our discretion and our failure to enforce any of the provisions in some instances does not constitute a waiver of our right to enforce such provisions in other instances.

26. INTERPRETATION OF TERMS

The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.

27. GOVERNING LAW AND JURISDICTION

These Terms will be governed by and construed in accordance with the laws of Romania. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in Bucharest, Romania, and the parties irrevocably consent to the personal jurisdiction and venue there.

28. SURPRISING TERMS

By accepting these Terms, you expressly consent and agree to the provisions regarding limitations of liability (clauses: 3, 4, 7, 8, 9, 13, 14, 16, 17, 18, 20), choice of law and jurisdiction (clauses: 27), unilateral termination (clauses 21) and suspension of performance (clauses 21).