

## Terms and Conditions of Use

*These Terms of Use were last modified on 16 / May / 2017.*

**A warm welcome to Behomm.com**, an invitation-only website for the global community of creatives, for the purpose of connecting them for home exchanges during vacations.

Behomm is owned by Agustí Juste and Eva Calduch, graphic designers with their own studio based in Barcelona, Spain. Behomm is operated by Behomm Community SL, a company located at: Marià Cubí nº 188, Barcelona, Spain ("Company Address"). Its Tax ID is B65874174. Behomm is duly registered in the Companies Registry of Barcelona under V. 43362, F. 107, S. 429074, I. 1, date of registration: 25 / September / 2012.

### 1. Acceptance of Terms and Conditions

We want you to know the terms and conditions ("T&C") under which you can use the Behomm website and services. Please read the following carefully before accessing the website. Each and every time you ("you" or "user" or "member" or "visitor" or "listing party") access and use any of Behomm Community's websites, services, or materials in any form, you agree to these T&C. If at any point you do not agree with these T&C, you are not authorized to use any of the Behomm services for any purpose whatsoever. We encourage you to print a copy of these T&C for your records.

These T&C apply to all content, including text, photographs, video, audio, software and graphic materials, products or services offered as part of any site owned or operated by Behomm Community SL, all of which are defined collectively as "We", "Us", "Our Community", "Our Site" or "Site". Any new features or updated services that we put on the Behomm site will be subject to these T&C.

### 2. Services Provided

Behomm is a website that allows members to contact one another and, if they wish, arrange home exchanges between them. Behomm allows members to publish a listing of their home, submit text and photos, access a directory of listings posted by other members, submit emailed inquiries, and view confirmations when inquiries are opened. Our site allows members to list and identify friends who are already Behomm members and find the friends of their friends.

In agreeing to these T&C, you understand that we at Behomm are not involved in the direct communication or actual face-to-face contact between members and we are not involved in the members' agreements between themselves. As a result, we have no control over either the conduct of our members or the truth or accuracy of the information that members post on our Site. You are solely responsible for your interactions with other members of our community.

Behomm offers published listings on this Site based on the information provided by the listing parties. In agreeing to these T&C, you understand that Behomm does not verify this information and does not guarantee an exchange of any kind. Behomm assumes no liability regarding the accuracy, content, or availability of information accessed or linked to through this Site, including information provided by members.

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We may, at our discretion and with no liability regarding you, with or without prior notice and at any time, add, remove, modify or discontinue, temporarily or permanently, any portion of our Services.

You also understand and agree that the Behomm services may include marketing messages and that these messages are necessary for Behomm to provide the Behomm services, and that the Behomm services may include certain communications from Behomm, such as service announcements, administrative and news messages.

### 3. User Conduct & Obligations

You must be over 21 years old to register as a member of Behomm. As a user of this Site, you acknowledge and agree:

- That you will never supply fake nor misleading personal information when registering or during any period of your membership. Nicknames, strange characters or abbreviations are not allowed. Personal information must be correct, complete and correspond to a physical, living person.
- That your membership for the service is for your sole, personal use. You will not transfer your account to any other person or entity nor allow others to access your membership for their use.
- That your listing/s are self-managed.
- That you will accurately describe your home and exchange offer; that any interior or exterior photos submitted to the Site must be of the property offered for exchange, unless specifically indicated. Omissions of relevant descriptions may be considered the same as an inaccurate description.
- That you must post and maintain at least five (5) photos of your home in your listing as well as in your second home listing if you have it, conforming to the following standards: (a) high resolution and well-lit (no dark images); (b) wide/open shots that depict your home's spaces and not just details; (c) at least five photos must be of your home's interior (living room, dining room, master bedroom, kitchen and bathroom); (d) with no company logos nor added text on the photos (nor handwritten text or typography); and (e) pictures not illustrations.
- That you will only submit information for one property on each listing.
- That you will not submit inaccurate profile information and/or fraudulent information and that Behomm reserves the right to delete this information and/or block and/or delete your account without advanced notice or refund of subscription fees.
- That you will not include specific details, websites, surnames or commercial names in your LISTING that would enable anyone to identify or contact you outside of the site, at your workplace or residence. That you understand Behomm regularly monitors listings for any such information and reserves the right to remove any such content that violates this term without prior notification.
- That personal information such as email addresses, websites and phone/skype numbers can only be exchanged between members once the exchange has been fully negotiated, with dates and details agreed and ready to close the exchange with the agreement form.
- That your home exchange with another member is a non-commercial transaction; that it is neither considered rental of property nor a loan toward future earnings; that it implies no monetary exchange, no deposits of any kind, nor any profit at the time of the exchange or in the future. In arranging and accepting a home exchange, you understand that you have been invited to stay in the other member's home as a guest, free of charge, for the specific period stated and that you will reciprocate regarding your home. You will also not offer your property for rental to other members at any time, nor will you ask other members for a deposit before an exchange. Behomm is strictly for money-free home exchange.

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- That cancelling or changing the dates of an exchange after formalizing an agreement with another member is a very serious matter and will only happen under the most compelling of circumstances. That if, for reasons beyond your control, you are obliged to cancel an exchange, you will make every effort and work hard to accommodate or find accommodations for your exchange partner.
- That you are responsible for investigating and adhering to all local regulations including, but not limited to, permits, licenses, occupancy taxes, and safety compliance.
- That your property and its contents are appropriately insured during your exchange partner's stay.
- That it is your responsibility to verify the home and car insurance coverage, whether provided by you, by the exchange partner, or independently, including all assets implied.
- That you will at all times respect all applicable laws.
- That you will not send any unsolicited messages to other Members other than inquiries about an exchange. Direct or indirect "Spam" or any other such unsolicited mass e-mailing techniques are prohibited.
- That you will not send any advertising to other Members, including but not limited to any commercial message, tagline, email wrapper or logo meant to sell or promote products, services, or memberships; nor any announcements, requests, petitions for signatures, invitations, or solicitations promoting political, philosophical, religious, affinity or charity interests.
- That you will not use the Site for any commercial or business purpose.
- That you will not include within the text or images you post to the site any kind of logo, visual advertisement, website link or text advertisement; nor post anything that attempts to sell or promote products, services, or memberships; nor make announcements, requests, petitions for signatures, or solicitations for political, philosophical, religious, affinity, charity or non profit interests; that, if it is determined that you have violated this policy, Behomm reserves the right to remove any said items from your listing and/or suspend or block your account entirely, without advanced notice nor refund of subscription fees.
- That you will not use any device, software, or routine, or upload or transmit any files, to Behomm including but not limited to any viruses, corrupted files, Trojan horses, harmful code, worms, flood pings, time bombs, cancel bots, denial-of-service attacks, packet or IP spoofing, forged routing or any other similar software or programs that may harm the operation of another's computer or the Site, or gain otherwise unauthorized access to the computer or Site or intended to damage or interfere with the proper working of the Site or to surreptitiously intercept or expropriate any system data or personal information from the Site.
- That you will respect the format and visual design/structure of the Site and not attempt to override Behomm's display specifications when uploading your content or images.
- That you will not post nor send any content or engage in any conduct that subjects Behomm to any threat of civil or criminal penalties.
- That you assume all liability for use of any information you find in this Site.
- That you accept that Behomm assumes no liability regarding the accuracy of the information contained in any of the pages published in this Site. Likewise, that Behomm provides no warrants regarding the homes you exchange through this Site.
- That you will not sell, pass-on or refer any exchange offers from members to any other person (whether registered with Behomm or otherwise).

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- That you will not offer any of your properties that is not other Behomm listing.
- That you will not search for home exchanges or offer your home for exchange using Behomm's name out of the boundaries of the Site such as in social media.
- That you will not encourage any member to join other services similar to Behomm, including rental sites for vacations, locations or photo shootings.
- That you acknowledge that we do not permit Behomm being used by employees or managers of similar services, trying or not to recruit members to their service, including rental sites for vacations, locations or photo shootings.

## PERSONS UNDER THE AGE OF 21

Behomm does not knowingly collect or solicit personal information from anyone under the age of 21 or knowingly allow such persons to register. For further information, please see the Privacy Policy at page 11.

#### 4. Member Account and Password

Upon registration, your primary email address will become your login identifier and you will choose a password. Your password should be maintained confidentially and should not be shared with anyone nor distributed nor disclosed to third parties. You agree to notify Behomm immediately if there is unauthorized access or use of your account. It is your responsibility to notify Behomm if you need us to change or discontinue your password. It is also your responsibility to request such discontinuation immediately upon your knowledge or belief that such password is or may be subject to a breach of confidentiality. Behomm reserves the right, in its own discretion and with or without notice, to discontinue any password, should we suspect any kind of fraud or misuse.

By obtaining a password, you authorize Behomm to honor instructions from any person using that password as if you had given the instructions. All actions taken by use of your password will be your responsibility. You may change your password at any time by visiting your account page.

#### 5. Membership

## INVITATIONS

Behomm is committed to the highest safety standards, which is why we use an invitation-only registration model that is intended to guard against anonymous registrations and make the connections authentic. Our community is a real network of friends of friends of friends. Behomm membership of any sort is only available to creatives and design lovers who have been personally invited to join or consider joining the site and requires a specific invitation from a Behomm member or from the Behomm founders.

Whether due to technical or business-based decisions, and in order to provide the adequate service, we reserve the right to block the use of invitations by users at any time and for as long we consider necessary. Sending an invitation does not imply that your contact or friend is automatically registered in our Site. When you send an invitation to join Behomm, you agree that you will be fully responsible for any conflict or complaint that arises related to the invitation from Behomm, relieving Behomm of any and all responsibility related to the invitation.

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Please note: listing your property on Behomm does not guarantee ongoing display on the site. All listings must be approved by Behomm, which will take place as promptly as possible after your listing is added and is based on whether your property is in keeping with Behomm's aesthetic outlook and a profession validation process. If your property is not approved, your membership fee will of course be returned. On occasion, a member may be asked to revise their post to meet the aesthetic standard of the site and that member is expected to comply rapidly to avoid suspension or closure of their member account.

## MEMBERSHIP TYPES

Behomm offers the following membership types and you agree to be bound by the stated rules and limitations of each particular membership you achieve, now and in the future:

- *1 Year Trial Membership (€95)*: valid for a period of one year, twelve (12) calendar months, from the day that a membership fee is collected by Behomm. Annual Trial Members can send up to 10 exchange emails/offers per day (every 24 hours). After your 1 Year Trial Membership, your membership will continue and automatically renew for a further period of twelve (12) calendar months at Behomm's regular annual membership fee (€190) unless you cancel your membership going to 'My Account' and selecting 'Cancel my Membership' at any time before the end of your 1 Year Trial Membership.
- *1 Year Premium Membership (€190)*: valid for a period of one year, twelve (12) calendar months, from the day that a membership fee is collected by Behomm. Annual Premium Members can send up to 20 exchange emails/offers per day (every 24 hours) and have the possibility of registering a second home for free. As all new homes this second home will also go through the Behomm validation process. Behomm reserves the right to not approve second homes. After your 1 Year Premium Membership, your membership will continue and automatically renew for a further period of twelve (12) calendar months at the same annual membership fee (€190) unless you cancel your membership going to 'My Account' and selecting 'Cancel my Membership' at any time before the end of your 1 Year Premium Membership.
- *Free 1 Year Trial*: Behomm ended the possibility of registering with this special Free 1 Year Trial on April 26th, 2017. Free 1 Year Trial Memberships are valid for a period of one year, twelve (12) calendar months, with the explicit conditions that they are (a) only for new members; (b) only available once per person/couple/family; (c) terminated fully once the account is cancelled or expired, which waives the Trial Member's rights to have this type of membership reinstated, reissued, or re-acquired via a new invitation. Free 1 Year Trial Members must also invite 5 different friends to join the Site through the Site invitation system. Free 1 Year Trial Members can send up to 10 exchange emails/offers per day (every 24 hours). Please note: As promised at time of registration, currently active Free 1 Year Trial Members will enjoy a €95 annual membership. This price will only apply for the first renewal and if this is done before the 1 Year Free Trial expiration date. After the expiration date of the 1 Year Free Trial Membership, these members will enjoy a special pricing plan of €135 per year.
- *Free For Life Membership*: Behomm is thankful to our members who were the first to use Behomm and we have created a Free-for-Life Membership for the first 300 of these, based on the following qualifications and requirements:
  - Member is one of the first 300 members registered upon Site launch. Qualified registrations shall be awarded Free-for-Life memberships on a "first come, first served" basis.
  - Member has posted and still maintains at least 5 photos of their home in their listing as well as in their second home listing if they have it, according to these rules: (a) high resolution and well-lit (no dark images); (b) wide/open shots that depict their home's spaces and not just details; (c) at least five photos must be of their home's interior (living room, dining room, master bedroom, kitchen and bathroom); (d) with no company logos nor added text on the photos (nor handwritten text or typography); and (e) pictures not illustrations.
  - Member has invited 5 different friends to join the Site through the Site invitation system.

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- If you achieve these requirements and obtain a Free-for-Life membership, you understand that this membership cannot be transferred nor inherited; that it is only available on an individual basis; and that lack of the required photos on your home exchange listing/s for a period of 60 days implies loss of your Free-for-Life membership. You understand that the count of Free-for-Life memberships is at our discretion and is intended to be finite, meaning that once a Free-for-Life Membership is lost or closed, no other one will be automatically created or awarded to replace it.
- *Visiting Prospective Membership*: Existing Behomm members may email a limited count of invitations to friends so that they may investigate joining Behomm. Each invitation includes a private code that the prospective member may use to log into a view-only version of the Behomm site and search and view all homes and home listing details. Each code invitation will expire 15 days after its first day of use; the prospective member must be issued a new invitation in order to acquire a Visiting Membership. You understand that visitors are not given access to functions of the site that allow them to contact any other type of member or visitor.

You can check the due date of your next membership fee payment and/or your renewal date at any time by going to 'My account' and then 'My Membership'.

We reserve the right to change membership fees at any time; these changes will be notified via email. We reserve the right to have special pricing plans for members who registered at the beginning of our launch.

There will be no refunds or credits for partial months of service, annual payments, or refunds for months unused with an open account. No exceptions will be made.

## FIRST ANNUAL PAYMENT GUARANTEE

If a member does not arrange a home exchange during their first annual paid membership period, Behomm offers to give that member the following extra time depending on their membership type: (a) 1 Year Premium Membership (who paid €190): twelve (12) extra months of membership for free; (b) 1 Year Trial Membership (who paid €95): six (6) extra months of membership for free. These offers only apply if the following conditions are met:

- The member has not done the Free 1 Year Trial.
- The Member has added and maintained at least five photos of their home to their listing.
- The Member has proactively contacted at least five other, different members through this Site in an attempt to set up a home exchange, has given them fair and sufficient time to respond, and has made a truly earnest effort to arrange a home exchange.
- The Member has directly contacted Behomm before the end of their first payment period to request that the First Annual Payment Guarantee be applied. If the second payment to Behomm has already been made by the member, the First Annual Payment Guarantee is no longer applicable and the second payment is non-refundable.

Free 1 Year Trial, Visiting Prospective Membership and Free for Life Membership are not eligible for a first payment guarantee.

## ACCOUNT CANCELLATION

Members have the right to cancel their memberships at any time and easily through their accounts. If you cancel your membership, you agree that cancellation implies that you will lose your information, inclusive of photos, friends lists and favourites, and that you will not be able to recover such information. Previous backup of such information is your exclusive responsibility. Once your membership is cancelled, you will not be able to log into your account and will need another invitation if interested in becoming a member again in the future. You understand that refunds will not be provided in any case when you cancel your membership.

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## OTHER

The external landing page of Behomm is our “gallery” for artists and designers worldwide; we personally select them and provide a frame to exhibit and project their work.

- You acknowledge that the authors of these works are not necessarily Behomm members and the works exhibited may not be in the homes of our community members.
- You understand that Behomm is not required to exhibit the works of any of its members nor promote their work in any way and offers this feature in our sole discretion as visual entertainment.

## 6. Credit Card Transactions

Credit Card transactions are supported by qualified third party payment entity. You agree to review the charges and information you supply prior to finalizing any and all transactions. Transactions made through the third party payment entity may reference Behomm on your credit card statement. You will be responsible for all charges and taxes incurred through your transactions. If you discover a billing error or have questions about any transaction, please contact us immediately at the Company Address provided at the top of this document.

## 7. Member Content

You declare that you are the owner of the content that you publish, or are duly authorised to use this content by the rightsholder. Behomm is not responsible for determining the authenticity of the content posted or sent to Behomm by you. You assume full responsibility for any issues of authorised use that may arise in regard to your content and shall be liable to third party claims and requests regarding this issue.

Behomm has a strict rule against including specific details, websites, surnames or commercial names in your LISTING that would enable anyone to identify or contact you outside of the site, at your workplace, residence or elsewhere, without having first communicated with you via Behomm email. In this case and others applicable to these Terms, you authorise us to reject or edit any content submitted by you to Behomm in order for it to be uploaded to the Site. You agree that it is your responsibility to keep a backup copy of any content submitted on your own computer system or backup device.

By sending your content for publishing on the Site you assign to Behomm a license, free of charge, to use, modify, distribute and communicate to the public exclusively through the Site your content or any parts or modifications thereof, including image rights if applicable, for the maximum period of time provided by law. All exploitation rights of your content belong to you and Behomm is an authorised licensee. Behomm will never assume ownership of the content you upload.

Behomm will not use the photos you upload for external marketing purposes without your express permission. Your photos will not be published by Behomm in social networks or out of the boundaries of the Site and newsletter, and its stated functions without your consent.

Behomm may publish the photos you uploaded, but has no obligation, in their private newsletters sent to members and those who have a Behomm invitation. Open public cannot subscribe to Behomm newsletters.

Should you decide to give Behomm express consent to use your photos and/or text for promotion of Behomm in the media, Behomm is not responsible in any form for the way your content is used or displayed by any third party media entities; and your consent does not guarantee that Behomm will choose to use your photos or information for any particular promotional activity. Behomm is not liable for any non-authorized re-publishing of any/all of your listing by a user of the site, including images, text, and content.

## 8. Intellectual Property

The Site and all intellectual property rights included in or related to the Site and its content (including but not limited to text, photographs, video, audio, software, graphics or other content) are duly protected by applicable law, including copyright laws, trademarks, service marks, and any other applicable laws, and are owned or licensed by Behomm. All right, title and interest in the Site and the intellectual property rights remain Behomm's property. All rights are expressly reserved.

Certain content may be licensed from third parties and all such third party content and intellectual property rights related to said content belong to the said third parties. All trademarks used on the Site and/or the products are used with the consent of the respective owners. You shall only make fair use of the trademarks and will not use the trademarks in any manner that does or may cause damage to the reputation of Behomm or the trademarks.

Without the prior written consent of Behomm, you may not copy, communicate to the public, modify, distribute, or make any use of the information appearing on this Site, of the Site design elements, or of any Site content and materials, including the content of Behomm newsletters.

## 9. Privacy Policy

Behomm is a Spanish company and complies with the legal requirements set out in the Spanish Personal Data Protection Act under Organic Law 15/1999, of 13th December, concerning personal data protection ("Spanish Personal Data Protection Act"). You must agree with the Behomm Privacy Policy (located at page 11) in order to use this Site.

## 10. Hypertext Links

This Site may contain links to third-party sites not under the control or operation of Behomm. When Behomm provides links, we do so only as a convenience, and we do not endorse, and are not responsible for, the contents of any linked sites or any link contained in a linked site.

## 11. Unauthorised Use

Behomm expressly prohibits unauthorised use of the Site. Examples of unauthorised uses include, but are not limited to, the following: disclosure of pornography and/or immoral content, libelous or slanderous information, spam, threats of violence and/or statements of violence, harassment, third party non-authorised contents that may infringe their intellectual property rights, malicious software, or content that promotes terrorism, xenophobic, racist or sexist conduct through any means. Behomm assumes no responsibility for any damages that arise from or are caused by a breach by user or users of the above-mentioned conditions. Any user reported for inappropriate conduct may be expelled from the Site without prior notice and have access limited or even denied on the basis of suspected misconduct of this nature.

## 12. Termination

Behomm reserves the right to immediately terminate any or all of your rights of use to this Site, with or without notice, if you breach or fail to adhere to any of the T&C; or if Behomm determines that termination is appropriate to protect its business or property or those of its suppliers or partners. Behomm reserves the right to refuse service to anyone for any reason or no reason whatsoever.



### 13. Liability and Indemnity

Behomm does not represent nor warrant that the material contained in the Site, nor any of the functions of the Site, will be available or operate without interruption or delay; or will be error, defect or virus free; or is or will be compatible with any other software, system or material. Accessing the Site is entirely at your own risk. Neither Behomm nor any of its employees or other representatives will be liable in contract, tort, negligence or otherwise for any loss or damage whatsoever in any way connected with your use of the Site. Behomm shall not be liable for any indirect or consequential loss of whatever nature, including damage to software or hardware, loss of data, damage for loss of business, loss of profits, or any other indirect or consequential loss arising out of or in connection with your use of the Site. If you use our services, you do so at your sole risk. Our services are provided on an “as is” and “as available” basis.

We do not warrant that: (a) our services will meet your requirements; (b) any information that you may obtain through our services will be accurate or reliable; (c) the quality of any services, information or other material purchased or obtained by you through our services will meet your expectations; (d) any errors in any data or software will be corrected, (e) Behomm is not responsible for the information that members decide to share, (f) Behomm is not liable for the use of the content of your listing by a third party user, whether authorized or not by you or Behomm.

Behomm does not warrant and cannot ensure the security of any information that you transmit to this Site. Behomm cannot be held responsible for undelivered messages. No data, information or advice obtained by you from us or through or from our services will create any warranty not expressly stated in these T&C. If you access or transmit any content through the use of our services, you do so at your own discretion and your sole risk. You are solely responsible for any loss or damage arising out of such access, transmission, or interpretation.

Behomm cannot and does not confirm each member's identity or profession. Although Behomm does execute an internal process intended to assist with member verification, no verification method is absolute and we therefore do not warrant the results. You are responsible for determining the identity and suitability of members with whom you communicate and exchange using this Site. Further, Behomm does not investigate any user's reputation, conduct, morality, criminal background, or verify any of the information that any member submits to this Site. We encourage you to communicate directly with potential exchange partners, by mail, phone and Skype. We also encourage you to communicate with additional members of this Site to gather personal reviews and feedback about your potential exchange partners.

Members take sole and full responsibility for any and all exchange agreements with other members reached through the use of this Site. Any disputes arising from the use of this Site must be settled between the parties who directly participated in the exchange. By using this Site, you agree that If you have a dispute with one or more of our members, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

We reserve the right, but have no obligation, to monitor interactions between you and other members of this Site.

You agree to defend, indemnify, and hold harmless Behomm.com, its employees and agents against all claims, expenses, liabilities, losses, costs, and damages, including reasonable attorneys fees that you may incur in connection with your use of this Site.

### 14. Severability and Entire Agreement

Unless otherwise specified herein, these T&C constitute the entire agreement between you and Behomm with respect to your access to and use of this Site. If any provision of these T&C is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability. Behomm's failure to act with respect to a breach by you or others of these T&C does not waive our right to act in respect to subsequent or similar breaches.

**15. Changes to these T&C**

Behomm may amend these T&C at any time by posting the amended T&C on the Site and these modifications will be effective immediately. An updated version of the T&C will always be available for review on our public webpage, with its date of revision. You must periodically check the T&C to keep apprised of any and all modifications made. By continuing to access this site you agree to continue to be bound by these T&C.

**16. Choice of Law and Jurisdiction**

By accessing the Site, you further submit to jurisdiction and venue in the courts of Barcelona (Spain), and further agree that any cause of action you may bring arising under your use of the Site shall be brought by you exclusively in a court located in Barcelona (Spain).

**17. Contact Us**

If we've made a mistake, if you want to send us your opinion, if you have any question, please contact us at the Company Address provided at the top of this document or via email to: hola [ at ] behomm [ dot ] com

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See our Privacy Policy on the next page.

# Privacy Policy

*This Privacy Policy was last modified on 28 / November / 2018.*

**Welcome to our Privacy Policy.** Behomm's "Privacy Policy" is designed to help you understand how we collect and use the personal information you decide to share or store in our Site, and to help you make informed decisions when using Behomm (defined collectively as "we", "us", "Community" or "Site").

Personal data files are managed through this Site by Behomm Community SL, located at c/ Marià Cubí nº 188, Barcelona (Spain), an entity that shall decide on the treatment, purpose, content and use of your personal data according to this Privacy Policy.

Behomm complies with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 ("GDPR") and related regulations and is committed to protecting your privacy.

## 1. Acceptance of Privacy Policy

By using or accessing Behomm, you ("you" or "user" or "member" or "visitor") are accepting the practices described in this Privacy Policy. For your personal data to be stored in the Behomm data files, your consent is expressly required, except if the processing of your data is required for the fulfillment of an obligation by Behomm (such as managing invitations sent by a member or the Behomm founders). Your acceptance of this Privacy Policy is necessary for the management of the personal data you supply. No personal data shall be stored in Behomm files unless you accept this Privacy Policy, except when collected through an invitation sent by a member or the Behomm founders.

## 2. Collection of Personal Data

### CONTACT VIA EMAIL

We collect the personal data that you voluntarily provide us during an inquire for information regarding our services and offerings and during the request of such services. We will only collect the necessary personal data in order to answer you and to comply with your requirements for information as well as to ensure the fulfillment of any obligation by Behomm (such as the member registration process).

### MEMBERSHIPS

We request personal information from those who become members, such as profession and number of children with their ages. We use this data to customize your experience at our Site and facilitate finding other members that match with you for potential home exchanges.

### SOCIAL NETWORKS

Any data that you provide us or that you decide to share through the social networks in which Behomm has an account, will be processed according to the privacy policies of each social network. We recommend that you read and periodically review their privacy policies before interacting with Behomm through the aforementioned social networks.

### NEWSLETTER

In case you request to receive our newsletter, your personal information (email) will be used to keep you informed about our services and products. You can always opt out following the link included in each newsletter or in your account settings.

## PRIVACY POLICY

Behomm does not knowingly collect personal information from anyone under the age of 21 or knowingly allow such persons to register. Should you suspect that data exists that was provided by someone under 21, please notify us immediately at the email address: hola [ at ] behomm [ dot ] com.

### 3. Use of Personal Data

We will only process the following categories of personal information:

- Your identifiable information like first and last name, email address, home address, telephone.
- Information about your property including pictures that you have decided to upload.
- Your personal interests.
- Information about your family or job.

The personal data collected from you will be stored and kept in secure data files managed by Behomm with the purpose of providing you with the service or information you request and Behomm will employ this data in relation to its regular activities and procedures. Additionally, if you've requested to receive Behomm communications, you agree and consent that Behomm may send you information regarding other products and activities of Behomm related to your interests, pursuant to your requests.

Behomm shall not transfer your personal data to any third parties, other than those to whom you authorize us in order to provide a requested service; therefore you expressly consent, in these cases, that Behomm shall transfer your personal data. Behomm will retain your personal data only for our internal use; we will not sell nor rent it, without your prior and express consent. We will maintain your data in our system in the case of inquiries or to provide a requested service.

Behomm shall not retain member's financial information including bank account numbers. All payments shall be taken care of through qualified third party payment platforms. You submit your financial information to them, not to Behomm.

Behomm will never share, sell nor rent your email address to anyone unless you give us your permission.

Your email address will never be public when you use our Site, not even to members.

Should you decide to give Behomm express consent to use your photos and/or information for promotion of Behomm in the media, your surname, email address, and home address will remain totally private.

#### DATA RETENTION POLICY

The details of possible users who finally decide not to contract any of our services shall be automatically deleted one year after the contact is made and only if he/she has unsubscribed from the newsletter, provided the user has shown no further interest in our services. Where a service is requested, the details shall be processed while the business relationship remains intact and, once concluded, for the time required to respond to any legal liabilities.

### 4. Invitations

When a member uses our invitation service for inviting a friend to join Behomm, we ask them for the friend's email address. Behomm will automatically send the friend an email inviting him/her to visit the Site. Behomm stores this information for the purpose of sending this invitation email to allow that person being referred to enter through his/her invitation code. The person being referred may contact Behomm to request the removal of this information from the database at any time.

## 5. Computer Tracking and Cookies

Sections of this Site may use cookies to keep track of your visit, or to deliver content specific to your interests. A “cookie” is a small amount of data transferred to your browser and read by the web server that placed it there. A cookie works as a sort of identification card, recording your preferences and previously entered information. You can set your browser to notify you when you receive a cookie, giving you the chance to accept or reject it.

## 6. Access and Correction of Your Information

You will have the opportunity to exercise your rights of access, correction, deletion and opposition of your personal data stored in Behomm data files by any appropriate means guaranteeing sending and reception. You have, as well, the right to be informed of any security incident that may affect your rights. For exercising your rights, you may contact Behomm at hola [ at ] behomm [ dot ] com. Additionally, you can also file a claim for the protection of your rights in front of the Spanish Data Protection Agency.

## 7. Unsubscribe

You, as a member, can easily manage your notifications through your account settings and in some cases directly through the electronic communication you receive from Behomm, having the right to opt out at all times. Account status, members messages and payment emails cannot be disabled for as long as you have a Behomm account.

## 8. Links

This Site may contain hyperlinks to websites that are not operated by us. These hyperlinks are provided for your reference and convenience only and do not imply any endorsement of the activities of such third party websites or any association with their operators. We do not control these websites and are not responsible for their personal data practices. We urge you to review any privacy policy posted on any site you visit before using the site or providing any personal data about yourself.

## 9. Security

Behomm works hard to control the security of our Community and has put a variety of security measures in place to protect our members as much as possible.

As a security measure, each invitation code is linked to the email it was sent to. Before becoming a member, we ask for the email address where you received your invitation code. This way Behomm verifies that each visitor really corresponds to the email owner who received that invitation code.

Also as a security measure, only real names are allowed when registering. Nicknames, strange characters or abbreviations are prohibited. Members cannot edit their name through their account. For a misspelling or any error or to report a perceived violation of this Policy, you should contact us at hola [ at ] behomm [ dot ] com.

Behomm has implemented technical measures in order to keep the files containing your personal data secure. In particular, Behomm will make its best effort to carefully protect your personal data from loss, unauthorized disclosure, mistreatment, alteration or unintentional destruction.

## **10. Miscellaneous**

Your listing with your photos and all your information can only be viewed by members and visitors who must be invited by a Behomm member or by the Behomm founders. The general public cannot see any information about our members except when Behomm has been given advanced express permission by individual members for promotional activities.

When a message sent through Behomm's internal system is opened by a member, the sender receives a time-stamped confirmation.

We may have to retain information in our files that you removed from our active databases in order to provide legal compliance, even after termination. Also, in case of a duly authorized legal request, Behomm may release the personal information of a member.

## **11. Changes to this Privacy Policy**

Behomm may amend this Privacy Policy from time to time, and if we do we'll post any changes on this Site with the date they were made. If you continue to use Behomm after those changes are in effect, you agree to the revised Policy. If the changes are significant, we may provide more prominent notice or obtain your consent as required by law.