

## Terms and Conditions of Use

*These Terms and Conditions of Use were last modified on 26 / August / 2019.*

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

Following international standards, Directive 2000/31/EC of the European Parliament and of the Council of June 8th 2000 on electronic commerce and article 10 of Spanish Law 34/2002, of July 11th, on Services of the Information Society and Electronic Commerce, the Site's service provider hereby informs of the following:

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, 08021 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: September 25th 2012.

If you wish, you can contact us at the Company Address provided above or via email to: hola [ at ] behomm [ dot ] com.

### 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 and accept to these T&C. If at any point you do not agree and accept 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", "Community" 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 private home exchange Community that allows members to contact directly one another through the Behomm message system for the sole purpose of arranging a home exchange between them. Membership requires an annual payment and successfully going through a home aesthetic selection process. Admission right is reserved. Behomm allows members to publish a listing of their home, submit text and photos, access a directory of listings posted by other members, and contact other members using our internal message system.

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In agreeing to these T&C, you accept 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 based on the information provided by the listing parties. In agreeing to these T&C, you accept 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.

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 accept 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 as, for example, service and administrative announcements, news messages or our newsletter.

### 3. User Code of Conduct & Obligations

As a user of this Site, you acknowledge and agree:

- That you are of legal age according your personal applicable law and, in any case, of legal age in your jurisdiction to access, register and use our Site and that you accept these T&C, which you have read and understood. These T&C shall apply you even in case you refuse to read them.
- 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 a home exchange, you accept 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.
- That you will not offer your property for rental to other members at any time, directly or indirectly, nor will you ask other members for a deposit before an exchange. You will not accept payments for any exchange of your home nor will you offer other members to pay for their stay. Behomm is strictly for money-free home exchange.
- That you will respect the intellectual property rights, image rights and any other exclusive rights of Behomm, the Site and its contents, as well as those that correspond to third parties.
- That you will not reproduce, copy, transform, modify, distribute, publicly communicate or make available to the public the Site (or any of its contents, or its transformations) or any information (text, data, images, or any other content) provided by Behomm in any kind, by any means or modality of exploitation.
- That you will use the Site for the purposes for which it is intended, following these Terms and Conditions and, therefore, that you shall refrain from any use of the Site and/or its contents that is contrary to the law, public order, moral or generally accepted good practices and/or these Terms and Conditions.
- That any information (text, data, images, or any other content) you upload to the Site is accurate, exact, current and updated; that you own it or have obtained from its owners a license that allows you to use such information in the Site and to fulfill its T&C.

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- That you are responsible of any content that you upload to the Site and, therefore, you declare that the content that you publish does not infringe any third party's right, the law, the moral nor the present T&C. In particular, you undertake not to publish contents that violate copyright, intellectual property rights, privacy and/or personal or image rights of third parties. It is strictly forbidden to remove, modify or conceal any copyright, trademark or other property rights mark/protection that any third party has incorporated in any content as a claim or indication of ownership.
- That you will never supply fake ID documentation nor misleading personal information when registering or during any period of your membership. While registering, nicknames, strange characters or abbreviations are not allowed. Personal information must be correct, complete, current and authentic and correspond to a physical, living person; it shall comply with our Privacy Policy and you undertake to keep it updated. You will not apply or register as a company, organization or any other legal entity.
- That your membership for the service is for your sole, individual and 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 in your interactions within the Site and with members elsewhere you will always be polite, respectful and treat Behomm members and the Behomm team with consideration.
- That your listing/s are self-managed.
- That your listing/s will be made following these T&C.
- 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 (such as lack of any relevant space, the fact that there are common spaces shared with other people -like neighbors-, accessibility difficulties -like stairs-, or any other particular circumstance) may be considered the same as an inaccurate description. Any such relevant circumstances are to be included and mentioned in: (a) your listing/s notes; (b) your first contacts with any member; and (c) the agreement form.
- 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 (5) 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) except for copyright or authorship mentions, which are allowed; and (e) pictures not illustrations.
- That you will only submit information for one (1) 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 membership fees.
- That you will not include specific details (for example email addresses, phone/Skype numbers, websites, surnames or commercial names, social media profiles, home names, etc.) in your listing/s that would enable anyone to identify or contact you outside of the Site, at your workplace or residence.
- That you will negotiate terms and conditions about the home exchange through the Behomm message system and you will not include personal information that would enable anyone to identify or contact you outside of the Site, at your workplace or residence (for example email addresses, phone/Skype numbers, websites, surnames or commercial names, social media profiles, home names, etc.) to other members until the home exchange has been negotiated, with dates and details agreed, in order to fulfill the agreement form.
- That you are responsible for agreeing on the exact exchange dates and that you cannot impose a particular date of arrival or departure that does not suit the member with whom you exchange; for both, simultaneous and non-simultaneous exchanges. In any case, dates for the home exchange shall be settled by mutual agreement.

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- That you are responsible for all exchange agreements with other members reached through the use of this Site.
- That you will inform your exchange partner, before closing the home exchange agreement, of all the people who will accompany you in your exchange (including minors and pets), even those who will not stay overnight in the exchanged home. All visits need to be specifically accepted by your exchange partner.
- That canceling or changing the conditions of an exchange after it has been agreed with another member is a very serious matter and will only happen under the most compelling of circumstances (examples of such are serious illness or death of a family member). That if, for reasons beyond your control, you are obliged to cancel an exchange, you will notify your exchange partner immediately providing proof for your cancelation and you will make every effort and work hard to find a similar accommodation for your exchange partner (charge free). If no alternative accommodation is found from your side, you will be solely and exclusively responsible for the economic costs assumed by your exchange partner arising from the cancelation (for example, paying for the hotel or rent of a similar accommodation). In case you, as the breaching party, don't comply, Behomm reserves the right to take appropriate actions in the Site against you. Behomm will in no case be responsible for the cancelation or change of conditions of any exchange and their consequences.
- That you are responsible for investigating and adhering to all local regulations including, but not limited to, permits, licenses, occupancy taxes, insurances and safety compliance.
- That your home is clean, tidy and in good condition for your exchange partner and in the same or better condition than the pictures shown in your listing/s.
- That in case that your home contains some product or animal that you know that produces allergy (or it is susceptible to produce it) you shall warn your exchange partner in your first messages with her/him. On the other hand, if you are allergic to something potentially dangerous for your health you will inform your exchange partner in your first messages with her/him.
- That you shall also inform your exchange partner before closing the exchange about special needs (such as use of wheelchair or any other difficulty or lack of mobility).
- 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 in your exchange.
- That you are responsible for leaving your home exchange partner's property (its contents and any other items included in your exchange) clean, tidy well maintained and in the same condition it was when you arrived.
- That you are responsible for the supervision of all the people and pets coming with you during the home exchange, specially minors.
- That you will take care of your home exchange partner's property (its contents and any other items included in your exchange) and assume all responsibility for any damage that you, the people in your party or any person that you invite during your stay (including pets) may cause to the exchanged home (its contents and any other items included in your exchange) during your stay. If any such event occurs, you will notify your exchange partner immediately and will take all necessary steps to repair/replace/ reimburse the damage.
- That you will use your home exchange partner's home (and any other items included in your exchange) for the sole purpose of enjoying a free private stay in the terms of your private agreement with your exchange partner.
- That you will not use your home exchange partner's property for unauthorized uses such as photo shootings; film or advertising locations; grant of interviews or similar; or any other profit or illegal purposes.

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- That you will not take advantage of the stay at your home exchange partner's property to publicly disseminate the privacy of the spaces that belong to your exchange partner, nor any private information or details of her/his home, family and belongings. In particular, that you will not upload any photo nor information of the home you're staying at (neither interior nor exterior) to any social media, blog, any other internet space, site or printed support unless you have an express written permission from your exchange partner.
- That you understand that Behomm is exclusively for home exchange and you will not contact members suggesting business or partnership offers (for example renting, photo shootings, interviews, articles, film or advertising locations or any other business offer). Direct or indirect "Spam" or any other unsolicited mass emailing techniques are prohibited as well.
- 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 allow Behomm to check communications between members through the Site to control fulfillment of these T&C.
- 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 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 legal actions or penalties.
- That you assume all liability for any use you make of any information, contents and/or materials 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, ask for, pass-on or refer any exchange offers from members to any other person (whether registered with Behomm or otherwise).
- That if you own more than one (1) property, you understand that all of them must be accepted and listed on Behomm in order to be offered for exchange.
- That you will not search for home exchanges or offer your home for exchange using the Behomm name, logo, or trademark out of the boundaries of the Site (such as in social media or any other place).
- That you will not redirect to or encourage any member to join other services similar to Behomm, including home exchange sites, rental sites for vacations, locations or photo shootings sites.

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- 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.
- That you accept to pay the membership fee in advance, before the acceptance of your application, as well as the automatic renewal of the yearly fee unless you cancel your membership status as stated below.
- That you accept Behomm's decisions about any matter, included or not in the present T&C.
- That you will at all times respect all applicable laws.

## PERSONS UNDER THE LEGAL AGE

Behomm does not knowingly collect or solicit personal information from anyone under the legal age or knowingly allow such persons to register. Members are asked to post the age of their children (if applicable) when registering, just to allow them to find suitable matches with other member that have a similar family structure: you are responsible for any personal information on any of your family members that you disclose or include in your listing/s or the Site. For further information, please see our [Privacy Policy](#).

#### 4. Member Account and Password

Upon registration, your 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 will proceed, as soon as practicable, to fulfill your request. 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 exclusive responsibility. You may change your password at any time by visiting your account page.

#### 5. Membership

Behomm membership of any sort is only available to users complying with the following requirements: (a) individuals are of legal age according their personal law; (b) who have been personally invited to join or consider joining the Site and apply for and receive a personal invitation from a Behomm member or the Behomm founders; (c) who are owners or renters of a property that can be legally exchanged and that fulfills Behomm's listing requirements; (d) who expressly accept Behomm T&C and Privacy Policy; and (e) who are finally selected and expressly accepted by Behomm: admission right is reserved and Behomm reserves the right to refuse service to anyone for any reason whatsoever.

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. Each invitation includes a private code that the holder (also referred as "visitor") may use to log into a view-only version of the Behomm site. You understand that visitors are not given access to certain functions of the Site (such as the ones that allow them to contact members or other visitors).

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## APPLYING FOR AN INVITATION

Behomm members may email a limited count of invitations to friends so that they may investigate joining Behomm. Users with no friends inside Behomm have the possibility to apply for an invitation through the online form available at our Site. Availability of founders' invitations and keeping up with Behomm's home aesthetic criteria will determine getting or not such invitation.

## SENDING AN INVITATION

As a Behomm member you can send invitations through your account to your friends to join the Community. Sending an invitation does not imply that your friend is automatically registered in our Site. So, when you send any of your friends 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.

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.

## SELECTION &amp; MEMBERSHIP ACCEPTANCE

Once the invitation is received via email, users can enter as visitors the private area of our Site, view homes and decide whether or not to start the process of becoming a member. During the registration, applicants are expected to upload all required materials and relevant information, as well as to complete payment of the selected membership type to be considered for their acceptance as Behomm members. Upon completing these steps, Behomm will carry out the selection process, which can include Behomm asking for more information and details to applicants, if necessary. The selection process mainly checks the applicant's fulfillment of the conditions to become a member as well as that the property she/he offers keeps up with Behomm's aesthetic outlook and complies with our listing requirements. If the application meets the Behomm standards, the applicant will be notified via email of her/his acceptance as a Behomm member and will be able to use the Site immediately. If not, Behomm will notify them so and will make immediate return of any amounts received from applicants.

## MEMBERSHIP TYPES, BENEFITS AND PRICES

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*: valid for a period of one (1) year, twelve (12) calendar months, from the day that a membership fee is collected by Behomm. Annual Trial members can send up to ten (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 Premium Membership fee unless you cancel your automatic renewal through your account at any time before the end of your 1 Year Trial Membership or before the end of the consecutive years. Please note, this 1 Year Trial Membership option is only available for new members and once per person/couple/family.
- *1 Year Premium Membership*: valid for a period of one (1) year, twelve (12) calendar months, from the day that a membership fee is collected by Behomm. Annual Premium members can send up to twenty (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 aesthetic selection process. Behomm reserves the right to not accept 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 unless you cancel your automatic renewal through your account at any time before the end of your 1 Year Premium Membership or before the end of the consecutive years.

All prices in our Site are final and include VAT at a rate of 21% (or, otherwise, the one which must apply, at any time) only for EU residents. For non EU residents, taxes will apply accordingly.

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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”. Please note renewals are automatic and please remember that you can cancel your automatic renewal at any time by going to “My Account”.

We reserve the right to change membership fees at any time; these changes will be notified via email at least fifteen (15) days before they come into effect. 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. No exceptions will be made.

Any other kind of membership, like the Free 1 Year Trial or Free For Life (both currently not available), shall be managed according to the membership conditions explained in the T&C valid on the joining date.

## 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: twelve (12) extra months of membership for free; (b) 1 Year Trial Membership: 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 maintains at least five (5) photos of their home in their listing complying with 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 (5) 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) except for copyright or authorship mentions, which are allowed; and (e) pictures not illustrations.
- The member has proactively contacted at least five (5) 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.

Please Note: Free 1 Year Trial members are not eligible for a first payment guarantee.

## MEMBERSHIP CANCELTION

Members have the right to cancel their membership at any time and easily through their accounts. If you cancel your membership, you agree that cancellation implies immediate termination of your relationship with Behomm and that you will not be able to recover your information in the Site (including photos, friends lists, favorites, etc.). A previous backup of such information is your exclusive responsibility.

Once your membership is canceled, you will not be able to log into your account. You accept that refunds will not be provided in any case when you cancel your membership.

Behomm, at its own criteria, holds the right to immediately cancel a membership and/or an account, for any reason, at any time.



## 6. Payment and Credit Card Transactions

Payment of the membership fee is made prior to acceptance. If an applicant is not accepted, Behomm will make immediate return of any amounts received during the acceptance process.

Credit card transactions are supported by a 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, withholdings 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 or via email to: hola [ at ] behomm [ dot ] com.

## 7. Withdrawal Right

Due to the specific nature of the services provided by Behomm, applicants are given a fourteen (14) day-period to exercise their withdrawal right from the day their admittance request and payment is made and provided acceptance to the Behomm Community is pending. In case of withdrawal, Behomm will make immediate return of any amounts received by the applicant. Please note that successfully going through Behomm's selection process and, therefore, becoming a Behomm member implies the loss of your withdrawal right.

In order to exercise your withdrawal right you can either (a) send a communication by any of the channels set forth in our T&C making a clear and unequivocal statement of your decision to withdraw from your application to become a Behomm member; or (b) use our [withdrawal form](#).

## 8. Member Content

You declare that you are the owner of the content that you publish, or are duly authorized to use this content by the rights holder. 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 authorized 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 (for example email addresses, phone/Skype numbers, websites, surnames or commercial names, social media profiles, home names, etc.) in your listing/s and messages to other members that would enable anyone to identify or contact you outside of the Site, at your workplace, residence or elsewhere. In this case as well as in cases where contents you upload may infringe Behomm's T&C, you authorize us to reject, delete or edit any such content submitted by you to Behomm in order for your account, messages and listing/s to fully comply with the Site's T&C.

Please note: On occasion, a member may be asked to revise their listing/s to meet the Behomm standards, the member account might be disabled until the listing/s is/are revisited and approved by Behomm and such member is expected to comply rapidly to avoid closure of their member account.

You agree that it is your responsibility to keep a backup copy of any content submitted on your own computer system or backup device.

You maintain all copyright, intellectual property and/or image rights over your content. By uploading or sending your content for publishing on the Site or Behomm related publications you grant Behomm, for the maximum period of time provided by law, a worldwide, exclusive and royalty-free license, to use, reproduce, copy, transmit, distribute and communicate to the public as well as to transform (abbreviate, modify and/or perform derivative works, among others) such content and, in particular, to disseminate the content within the boundaries of the Site and by the tools and means provided by Behomm.

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Such license will also allow (but entails no obligation for) Behomm to use the content to promote the Site in its newsletter (only sent to members and users with a Behomm invitation; open public cannot subscribe to Behomm newsletters). If you do not want your photos to be included in our newsletter you shall notify us in writing with a clear identification of the photos you expressly prohibit us to use: such prohibition will only affect uses made after the date of reception by Behomm of your notification.

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 or newsletter and its stated functions without your consent. 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/s by a user of the Site, including images, text, and content.

## 9. Behomm's 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 rights, title and interest in the Site and the intellectual property rights remain Behomm's property. All rights are expressly reserved. Besides, 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.

The external landing page of Behomm works, on occasion, as 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.

All trademarks used on the Site and/or the products are Behomm's ownership or, if not, they are used with the consent of their respective owners. You shall only make fair use of our trademarks and will not use them in any manner that does or may cause damage to the reputation of Behomm or its trademarks. You will not use any third parties' trademarks unless you are duly authorized by their respective owners.

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

## 10. 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") and the Regulation (EU) 2016/679 of 27 / April / 2016 "General Data Protection Regulation". You must agree with the Behomm [Privacy Policy](#) in order to use this Site.

## 11. 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.

## 12. Infringement Notices

Behomm takes compliance with relevant legislation very seriously.

Therefore, if you find contents, information or anything in our Site that infringes or may infringe any law or right of any kind (and very especially infringements of intellectual property rights, violations of privacy rights and image rights) you are kindly invited to report an infringement notice by emailing us or writing a letter to our Company Address and include in your writ:

- Your personal details (or, if you are the complainant representative, a proof of such representation).
- The location of the illegal content or the infringement found.
- A proof of your rights.
- An explanation about the infringement.

Upon reception of any complaint, Behomm will proceed to investigate and evaluate the alleged infringement. If needed, we may require additional information both to the allegedly infringer and complainant. Upon completion of the investigation, and if Behomm deems the infringement proved, it may withdraw the allegedly infringing content (totally or partially) from the Site. Behomm may also require the infringer to refrain from uploading new content in the future, or even decide to cancel the account of such infringer.

If Behomm considers that there is no infringement, the decision will also be notified to the complainant. The final decision on the withdrawal of contents and cancelation of accounts corresponds solely to Behomm.

## 13. Unauthorized Use

Behomm expressly prohibits unauthorized use of the Site. Regardless of the forbidden uses previously mentioned, examples of unauthorized 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-authorized contents, malicious software, or content that promotes terrorism, xenophobic, racist or sexist conduct through any means.

Therefore, as a user and/or a member, you will be responsible for any damages or losses of any nature that Behomm may suffer (directly or indirectly) because of your incorrect use of the Site or of your breach of these Terms and Conditions or the law.

Failure to comply with these Terms and Conditions will give Behomm the power to block, delete, modify, and/or remove both contents (listings, messages, reviews, photos, or others) and user accounts, in its sole discretion. To control compliance with these Terms and Conditions, we reserve the right, but have no obligation, to monitor and review interactions between you and other members of this Site. In this sense, Behomm may, at any time without prior notice and at its sole discretion, conduct a revision and check of accounts, contents, listings, reviews and messages to control fulfillment of these Terms and Conditions.

In these cases and others applicable to these Terms, you authorize us to reject or edit any content submitted by you to Behomm in order for it to be uploaded to the Site.

Behomm assumes no responsibility for any damages that arise from or are caused by a breach by user or users of these T&C. 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.

#### 14. Termination

Behomm reserves the right to immediately terminate any or all of your rights of use to this Site, with or without advanced notice and with no refund of membership fees, if you breach or fail to adhere to any of the T&C; or if Behomm determines that termination is appropriate to protect its members, employees, business or property or those of its suppliers or partners. Behomm is authorized to terminate any account that has been inactive for a period of one (1) year, without any prior notification. Behomm reserves the right to refuse service to anyone for any reason or no reason whatsoever.

#### 15. Liability and Indemnity

Behomm reserves the right, at our discretion and with no liability regarding you, with or without prior notice and at any time to add, remove, modify or discontinue, temporarily or permanently, any portion of our services, or interrupt access to the Site, when this measure is necessary for technical, security, control or maintenance reasons.

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 our services will meet your requirements; the quality of any services, information or other material purchased or obtained by you through our services will meet your expectations; or that any errors in any data or software will be corrected.

Behomm its directors, employees, representatives or agents, do not warrant and will not be responsible for any direct, incidental, punitive or indirect, damage or loss resulting from: (a) your use of our Site or your connection to our Site; (b) any interruptions, delays or improper functioning of the Site, as well as for any damages that can stem from those or that may be caused by reasons beyond its control (including power failures, lack of access to network communications, hackers attacks, software compatibility, viruses or other harmful elements that may affect your devices), force majeure or the users willful or negligent acts; (c) unauthorized access or use of our secure servers and/or any personal and/or confidential information stored on them temporarily; (d) the lack of security, accuracy, availability and authenticity of the information or contents contained, uploaded in any of the pages published in this Site or transmitted, linked to or accessed through this Site; (e) the lack of truth, accuracy, exhaustiveness and/or current relevance of data and/or information provided by users, which are not verified and are our members' sole responsibility; (f) the use of any third parties' websites and/or services, or from any content transmitted through the Site; (g) the behavior of Behomm members or the information they decide to share; (h) direct communications or actual face-to-face contacts among members; (i) for the use of the content of your listing/s by a third party user, whether authorized or not by you or Behomm; (j) the homes that are offered or exchanged through

TERMS AND CONDITIONS  
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this Site; (k) the agreements between members; (l) the exchanges between Behomm members; (m) damages to members homes (its contents and any other items included in your exchange); (n) the destiny of any object, furniture, piece of art, trophy, award, etc., showed in your listing/s; (o) injury, death, damage or accident incurred during a home exchange to any of the participants (including people and animals); (p) the lack of home exchanges (members inability to arrange a home exchange).

Behomm does not warrant and cannot ensure the security of any information that you transmit to this Site. Behomm cannot be held responsible for unread or undelivered messages: you are responsible to check your messages and to answer them within the Site. 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. Although Behomm does ask for an ID card and executes an internal process intended to assist with member verification, no verification method is absolute and we therefore do not warrant the results. Behomm is not responsible of the accuracy of the identity, ID data 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 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 and/or third parties as consequence of the exchange, 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. At our members' request, Behomm may agree to (but is not obliged to) to mediate in such disputes.

The limitation of liability shall apply to the maximum extent permitted by law in the relevant jurisdiction.

The service is controlled and offered by Behomm from its facilities in Barcelona (Spain, European Union). Behomm cannot ensure that the Site is appropriate or available for use in other jurisdictions; therefore, access from any other jurisdiction is made at your own risk, and you are responsible for compliance with local laws and regulations.

You agree to defend, indemnify, and hold harmless Behomm Community SL, the Site, our officers, directors, agents, subsidiaries, joint ventures and employees 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 and the relationship with other members and third parties.

## 16. 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.

## 17. Choice of Law and Jurisdiction

This Site and Conditions are subject to the laws of Spain and comply with European regulations.

Except for any questions for which a particular jurisdiction is required by law (such as, for example, consumer regulations), by accessing the Site, you further submit to the jurisdiction and venue in the courts of the city of Barcelona (Spain), for any action you may bring arising under your use of the Site against Behomm.

Besides, in the case of any arising conflict with us, Behomm Community S.L., we inform our users of the existence of the **European online dispute resolution platform** provided by the European Commission, which is available under the following link: <http://ec.europa.eu/consumers/odr/>.

## 18. 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.

## 19. Contact Us

If we've made a mistake, if you want to send us your opinion or 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.

Enjoy the Behomm Community.

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See our Privacy Policy on the next page.

# Privacy Policy

*This Privacy Policy was last modified on 30 / July / 2019.*

**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: Marià Cubí nº 188, 08021 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 April 27th 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 and ID documents from those interested in becoming a member. 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 legal age or knowingly allow such persons to register. Should you suspect that data exists that was provided by someone under the legal age, 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, ID card/passport, 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 potential users who finally decide not to contract any of our services shall be deleted one (1) year after the contact is made and only if she/he has shown no further interest in our services. Where a service is requested, the details shall be processed while the business relationship remains active and, once concluded, for the time required for the fulfillment of Behomm's services and the company's 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 her/him 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 her/his 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 names in coincidence with ID cards/passports 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.

Enjoy the Behomm Community.

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