

# Terms of use

If you have any questions or experience any problems, you can always get quick help by writing to [support@housingtarget.com](mailto:support@housingtarget.com).

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## **Brief overview: How Housingtarget.com and the membership work**

Housingtarget.com is a data-driven information service that collects, structures and updates information about homes for rent and homes for sale in Europe from many different sources, including websites, property companies, social media, real estate agents, landlords, sellers and users who publish listings themselves.

The Service gives users a combined and continuously updated overview of available homes, as well as better conditions for discovering new opportunities at an early stage. The aim is to make information in the housing market more accessible and to reduce differences in who sees homes – and when.

When you find a home, you may be redirected to the original source or gain access to contact information where this is possible. Housingtarget.com provides information and contact options, but does not broker rental or purchase agreements and is not a party to agreements between users.

Access to the majority of the Service's functions requires membership. The subscription runs weekly with no binding period beyond the current period.

For more information, see [Data & insights](#) and [Service content and value](#).

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## **1. General**

### **1.1**

These terms, hereinafter referred to as the "Terms", apply to the use of [www.housingtarget.com](http://www.housingtarget.com), hereinafter referred to as the "Service". The Terms apply between Housingtarget.com, operated by HT Medier ApS, Mynstersvej 3, 1827 Frederiksberg, Denmark, company registration number: DK36997761, and the individual User.

A "User" means a person who creates an account on the Service. A "Payment User" means a User who has purchased a subscription product that provides access to additional functions and benefits. These benefits are described in section 3.2 for housing seekers and in section 4.5 for landlords/sellers.

### **1.2**

The Service is a data-driven platform and information service for homes in Europe. The Service collects, structures and presents information about available homes from several different sources and enables contact between housing seekers and landlords/sellers where this is possible.

The Service contains both automatically collected information from external sources and user-generated content in the form of housing listings and search advertisements. Users may thereby gain access to relevant search results, be redirected to original sources or gain access to contact information where this is possible.

As the Service also functions as a technical contact and information platform between housing seekers and landlords/sellers, the User must provide correct contact information. The User is obliged to provide their name and email address correctly. The information is provided by clicking "Your profile" in the top right corner, then selecting the "Account settings" tab, clicking the "Your data" button and completing the fields. The User may not create more than one profile on the Service without prior agreement.

### **1.3**

The Service's search results are supplemented with information about available homes collected from freely accessible sources. These homes are presented with a limited amount of data, after which the User may be linked to the original source. The amount of data displayed for each individual search result depends on the availability and quality of the data at the original source.

The homes are obtained from several different sources that we consider relevant and serious, including property companies, real estate agents, housing associations, publicly advertised homes, selected homes from other housing portals and possibly homes published on social media. Exchange homes may also be included.

We only include homes where it is possible to contact the landlord/seller directly, possibly after registration with the original source.

### **1.4**

Functionality for housing seekers: The Service contains several elements for housing seekers, including:

A: Data about available homes on the market at a given time is collected from freely accessible sources. If the housing seeker wants more information about a home, the housing seeker is referred to the original source.

B: The Service functions as an advertising medium where landlords/sellers can register their available homes. In such cases, an email with the landlord's/seller's contact information is received if the housing seeker requests further information.

C: The Service notifies the housing seeker by email about new homes being offered.

D: The Service gives housing seekers the opportunity to create a search advertisement in which the housing seeker's requirements for new homes are described, so that landlords/sellers can contact the housing seeker with relevant listings. See section 3.2 for a review of which services a housing seeker receives as an ordinary User and as a Payment User, respectively.

It is emphasised that the Service only provides information, redirection and contact information between housing seekers and landlords/sellers. The Service is never involved in, participates in, facilitates or brokers agreements entered into between Users of the Service.

### **1.5**

**Functionality for landlords/sellers:** The Service has several elements for landlords/sellers.

A: Users can create a listing for their available homes.

B: Users can contact housing seekers who have created a search advertisement via the database of housing seekers. When contacting a housing seeker via the database, contact information for the housing seeker is received by email, which is sent to the landlord/seller.

C: The Service notifies the landlord/seller by email about new housing seekers who have created a search advertisement. See section 4.5 for a review of which services a landlord/seller receives as an ordinary User and as a Payment User, respectively.

It is emphasised that the Service is exclusively an automatic information and contact platform that provides information, contact options and contact information between housing seekers and landlords/sellers. The Service is never involved in, participates in, facilitates or brokers agreements entered into between Users of the Service.

## **2. Registration, cookies and email**

### **2.1**

By creating an account on the Service, the User accepts the Terms.

### **2.2**

Registered Users automatically receive the service emails that are fundamental to the functionality of the Service, including, for example, invoice emails, confirmation emails, emails regarding profile optimisation and match emails that notify the User about new homes or housing seekers that match the User's search agents.

In addition, the User may, upon registration, choose to receive emails about the Service's products. As a User, you can unsubscribe from different types of service emails, with the exception of legally required messages such as invoice emails, as well as emails about the Service's products, by clicking "Your profile" in the top right corner, selecting the "Account settings" tab and clicking the "Email settings" button. As a User, you can also always click the link located at the bottom of all emails. By clicking this link, the User arrives at the "Email settings" page. Emails may not be forwarded to others.

### **2.3**

The User may always withdraw all consents by deactivating their profile, which is done on the "Deactivate your user profile" page. The page is accessed by clicking "Your profile" in the top right corner, selecting the "Account settings" tab and clicking the "Deactivate your user profile" button when the User is logged in.

### **2.4**

The Service uses cookies for necessary functions, to improve the user experience, and for marketing and statistical purposes. On the first visit to the website, the User chooses which cookies may be used. The Service uses cookies in accordance with the terms for the use of cookies stated on the Service. The User can always delete cookies stored on the User's computer in connection with the use of the Service, or change their choices regarding which cookies may be used. See a detailed description of the Service's [cookie policy](#).

### **2.5**

The User is obliged to stay updated on the current Terms for the Service, and the User accepts that the Service has the right to amend the Terms with 30 calendar days' notice. The Service informs Users of material changes to the Terms. This information can be seen on the User's account when the User is logged in. If the changes concern matters for which consent is required, the User will be asked to provide updated consent the next time the User logs in to the Service.

### **2.6**

The User has the right to deactivate their account on the Service without notice. As a User, you can deactivate your account by clicking "Your profile" in the top right corner, selecting the "Account settings" tab, clicking the "Deactivate your user profile" button and then following the instructions.

### **2.7**

As a User of the Service, you are welcome to review the Service on various review services. However, no incentive or reward is given for a review of our Service. Nor is any direct or indirect payment given for reviewing the Service.

### **2.8**

It is not permitted to create more than one user profile per person without a special agreement with the Service. Violation of this is considered serious misuse of the Service; see section 8 of these Terms.

## **3. For housing seekers**

### **3.1**

A housing seeker is a person who is currently looking for a new home. Only housing seekers may register as housing seekers on the Service.

It is emphasised that one may not register as a housing seeker without actually searching for a home, for example solely to stay updated on the market, as this may waste other users' time.

The User must ensure that the content of the search advertisement is accurate and truthful. The User may not write personal data, including name, email address, telephone number, social media profiles, website addresses, etc., or sensitive personal data, including information about political affiliation, ethnic origin, religious or philosophical beliefs, trade union membership, genetic data, health information, sexual matters or sexual orientation, etc., in a search advertisement.

If the Service is made aware that a search advertisement contains personal data or sensitive personal data, the search advertisement will be deactivated immediately. The Service has the right to reproduce the full content of the search advertisement on the Service, on other websites, on social media and with cooperation partners. The search advertisement must be inactivated by the User immediately, and no later than two days after the housing search is no longer current. Violation of this point leads to immediate closure of the User's account and deletion of the User's advertisement.

### **3.2**

The housing seeker receives these services without payment: The housing seeker can create a search advertisement. The housing seeker can receive notifications about relevant homes by email. The housing seeker can contact the landlords/sellers who have upgraded to Payment User

status.

The housing seeker receives these benefits by upgrading to Payment User: The housing seeker's search advertisement may be placed higher in the search results. The housing seeker may receive faster email notifications about attractive homes. The housing seeker gains access to all homes in the Service. If a home has been uploaded directly by a landlord/seller, the housing seeker receives that party's contact information. If a home is a supplementary search result, the housing seeker can go to the original source. The Service may offer discount products that include fewer benefits.

### **3.3**

When registering as a housing seeker, the User is obliged to publish a search advertisement containing a description of the desired home within three business days from the registration date.

### **3.4**

Housing seekers may add a photo to their search advertisement. It is the housing seeker's full responsibility that the photo is relevant, customary and lawful, as interpreted by the Service at any time, including that the photo is not of a sexual nature and that the housing seeker has the necessary intellectual property rights to the photo uploaded to the Service. If uploaded material infringes the rights of others, the material will be removed without notice as soon as the Service is made aware of this.

### **3.5**

The housing seeker may be contacted by landlords/sellers by email and telephone in the following situations:

If a housing seeker creates a search advertisement, the housing seeker may be contacted by landlords/sellers with offers of homes that match the requirements in the search advertisement.

If a housing seeker obtains information about a housing listing that has been created directly on the Service by a landlord/seller, the housing seeker's contact information is shared with the landlord/seller, so that the housing seeker may be contacted with further information about the specific home.

If the housing seeker does not wish to be contacted by landlords/sellers in connection with obtaining information about housing listings, this can be opted out of by sending an email to [support@housingtarget.com](mailto:support@housingtarget.com). Please remember to wait for confirmation before using the Service's housing database again.

### **3.6**

The housing seeker accepts that the Service's database of homes cannot be 100 percent updated, and that errors may occur in a smaller part of the search results or listings. This may be due to several reasons, including third-party latency, delay between publication and updating of the data set, or the original source not being updated correctly.

For example, a landlord/seller who has created a housing listing on the Service may forget to inactivate the listing when the home is no longer available. In addition, it cannot be avoided that a home is removed from an external website for a short period before the Service's robot visits the website where the home is advertised. It also cannot be avoided that homes that are no longer on the market continue to be shown as available on external websites because the webmaster of the external website has forgotten to update this.

### **3.7**

It is the housing seeker's full responsibility to ensure that a landlord/seller has the right to rent out or sell the home and that all information about the home is correct before payment is transferred to the landlord/seller.

### **3.8**

The Service does not have an internal email system that allows the landlord/seller to remain anonymous. Instead, the landlord's/seller's contact information is received directly. This may either be in the form of a link to the website where the landlord/seller has advertised their homes or in the form of direct contact information if the landlord/seller has registered a user profile and created the home directly on the platform.

It is emphasised that the Service only provides the landlord's/seller's contact information. The Service therefore does not accept responsibility for whether the landlord/seller responds to enquiries within a specific period of time.

## **4. For landlords/sellers**

### **4.1**

A landlord/seller is a person or actor, for example private landlords/sellers, real estate agents and lawyers, who has the right to rent out or sell an available home. Landlords/sellers may only advertise homes that they either own themselves or where they have an unambiguous, written and documented right to advertise.

### **4.2**

When registering an account as a landlord/seller, the User undertakes only to contact potential housing seekers with offers of homes that the User has the right to rent out or sell, and that match the specific housing seeker's requirements and needs as stated in the search advertisement on the Service.

### **4.3**

It is the landlord's/seller's full responsibility that information and data in housing listings are accurate and truthful. The landlord/seller is responsible for ensuring that they have the necessary intellectual property rights to all material uploaded to the Service. If uploaded material infringes the rights of others, it will be removed as soon as the Service is made aware of this.

The Service has the right to reproduce all or parts of the housing listing content on the Service, on other websites, on social media and with cooperation partners. The User may not write personal data or sensitive personal data in a listing. If the Service is made aware that a listing contains personal data or sensitive personal data, the User's profile will be deactivated immediately. The User must inactivate listings immediately when the home is no longer available.

### **4.4**

When sending offers and other communication to housing seekers, the landlord/seller is obliged to ensure that no contact information of other Users is available to the recipient in the offer or communication. This includes that multiple Users may not be contacted in the same email if the Users thereby become aware of each other's email addresses.

**4.5**  
Landlords/sellers receive these services without payment: The landlord/seller can create a housing listing through which housing seekers who are Payment Users can contact the landlord/seller. The landlord/seller receives email notifications about relevant housing seekers who have created a search advertisement. The landlord/seller can contact the housing seekers who have created a search advertisement and have also upgraded to Payment User status.

Landlords/sellers receive these benefits by upgrading to Payment User: The landlord's/seller's housing listing is placed higher in the search results. All housing seekers, regardless of whether the housing seeker is registered as a Payment User or not, can contact the landlord/seller via the landlord's/seller's listing. The landlord/seller can contact all housing seekers who have created a search advertisement. The Service may offer discount products that include fewer benefits.

#### **4.6**

When a landlord/seller creates a housing listing, the landlord/seller may be contacted by email or telephone by housing seekers.

### **5. Disclaimer of liability**

#### **5.1**

The Service is an automated data-driven information and contact platform for homes. The Service contains both user-generated content, where housing seekers and landlords/sellers can publish listings or search advertisements, as well as information about available homes collected from freely accessible sources.

The Service provides information, search results, redirection to original sources and contact information where this is available. The Service is solely a technical information and contact platform and accepts no responsibility for information provided by Users, information from external sources or for any agreement entered into directly between Users or between Users and external landlords/sellers.

The User accepts that the Service's total liability can under no circumstances exceed EUR 0 (zero).

#### **5.2**

The Service is not responsible for whether the contact information or redirections provided by the Service lead to agreements being entered into between Users, or between Users and external landlords/sellers. The Service has no influence over whom the landlord/seller chooses to rent out or sell their home to.

It is emphasised that the Service is solely an automatic information and contact platform that provides information, contact options and contact information between housing seekers and landlords/sellers. The Service is never involved in, participates in, facilitates or brokers agreements entered into between Users of the Service.

#### **5.3**

In cases where the Service obtains information directly from a property company's website or any other third-party website, the Service is not responsible for the accuracy of the information obtained from the website.

#### **5.4**

The User is personally responsible for the information that the User publishes on the Service.

#### **5.5**

The Service is proactively optimised for the most widely used browsers: Chrome, Safari, Edge and Firefox. The Service is not proactively optimised for marginal browsers with a smaller market share, discontinued browsers or browsers being phased out, for example Internet Explorer, Opera, Tor and Vivaldi. If the Service is made aware of deficient presentation of the Service in a browser of any type, the Service will, however, reactively correct the error if possible.

### **6. Processing of personal data**

#### **6.1**

See our [privacy policy](#) for information about our processing of your personal data in connection with the use of the Service.

#### **6.2**

The Service uses functions and content from Google Maps. Use of these functions is subject to Google Maps' terms ([https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)) and privacy policy (<https://www.google.com/policies/privacy>).

### **7. Purchase terms, subscription terms, payment and right of withdrawal**

#### **7.1**

All purchases are made online and all prices on the Service are stated including VAT. Payment is made using the selected payment method.

#### **7.2**

Both housing seekers and landlords/sellers can register a User account and receive various services without payment (see 3.2 and 4.5). Users can choose to upgrade to Payment User, which is a subscription product that provides a number of additional benefits. It is not possible to purchase access to information about the homes individually or in the form of punch cards or similar. The subscription has no binding period beyond the current period and runs weekly, as short subscription periods provide a high degree of flexibility that is optimally suited to the housing search process. [Section 7.11 describes how to cancel a Payment User subscription.](#)

#### **7.3**

How you can, for example, purchase a subscription as a Payment User: Register a User account or log in to an existing User account. Click "Your profile" in the top right corner of the screen (you must be logged in), select "Account settings" and then select "Become a payment user". Confirm that you wish to purchase a subscription and that the Service may automatically charge payment via your selected payment method each time a new subscription period begins. Enter your card details and approve the purchase. As soon as you have approved the purchase, the subscription is activated and you have access to use the services included in the subscription.

#### **7.4**

Current subscription prices for housing seekers: The price for the first purchase is 4 for the first day and thereafter 25 per 7 days in an ongoing subscription. The subscription price is converted to approximately 109 per month on average. The amount is charged automatically via the User's selected payment method when a new subscription period begins, until the subscription is cancelled. If the subscription is cancelled within 1 days, the minimum price of 4 is paid. There is no binding period for the subscription beyond the current subscription period. The Service may

potentially offer alternative products (different product content, different price) based on information about the user's activity level (email receipt profile, deactivation), information about previous purchases and subscription status (active/inactive). The price of an existing subscription taken out by a specific User will, however, never change.

## **7.5**

Current subscription prices for landlords/sellers: The price for the first purchase is 4 for the first day and thereafter 25 per 7 days in an ongoing subscription. The subscription price is converted to approximately 109 per month on average. The amount is charged automatically via the User's selected payment method when a new subscription period begins, until the subscription is cancelled. If the subscription is cancelled within 1 days, the minimum price of 4 is paid. There is no binding period for the subscription beyond the current subscription period. The Service may potentially offer alternative products (different product content, different price) based on information about the user's activity level (email receipt profile, deactivation), information about previous purchases and subscription status (active/inactive). The price of an existing subscription taken out by a specific User will, however, never change.

## **7.6**

If payment for a new subscription period cannot be completed, the Service will attempt to make the payment again for a period in order to ensure that the subscription does not terminate unintentionally, so that the User does not unintentionally lose the benefits that the User expects to receive, for example that the User quickly receives notification of new homes coming onto the market.

## **7.7**

When purchasing products on the Service, a receipt for the agreement entered into and the purchase is sent by email, containing a description of the agreement, information about the parties to the agreement (in the form of the User's email address and the Service's name, email and telephone number) as well as the date on which the agreement was entered into (as appears from the dating of the email). The Service stores a copy of the agreement sent. The agreement is concluded in English.

## **7.8**

If the User's payment method expires or is blocked, the subscription will expire at the end of the current subscription period.

## **7.9**

All invoices can be retrieved on the "Invoices etc." page. Click "Your profile" in the top right corner of the screen (you must be logged in to your account). Then click the "Invoices etc." page.

## **7.10**

How to exercise the right of withdrawal: The statutory 14-day right of withdrawal applies when you subscribe to a Payment User subscription on the Service. However, the Payment User accepts that the right of withdrawal ceases if the Payment User uses the Service's Payment User benefits. This may, for example, be by the Payment User requesting information about a home or a housing seeker, or by the Payment User creating a listing for their home or their housing search. A Payment User can exercise their right of withdrawal by sending an unambiguous email to [support@housingtarget.com](mailto:support@housingtarget.com). If the Payment User exercises their right of withdrawal, the amount charged will be credited within 14 days from the day on which the Service received the notice.

## **7.11**

How to cancel the subscription: Click "Your profile" in the top right corner of the screen (you must be logged in to your account). Then click the "Account settings" page. Then click the "Subscription settings" button. Follow the instructions on the page that appears after you have clicked the "Subscription settings" button. A subscription can also be cancelled by sending an email to [support@housingtarget.com](mailto:support@housingtarget.com). It is emphasised that a subscription is not terminated by inactivating user-generated content in the form of, for example, a listing or a search advertisement, as the subscription provides access to several different benefits. When the User cancels the subscription, no further money is charged to the User's account and Payment User access automatically expires when the current subscription period expires. When the subscription is cancelled, an email is sent to the User confirming the cancellation. If this confirmation email is not sent, the cancellation has not been registered. It is the User's responsibility to check that the User has received the confirmation email, and to contact the Service if the User has not received the confirmation email.

## **8. The User's use and misuse of the Service**

### **8.1**

Misuse of the Service or failure to comply with the Terms each constitute a material breach of the Terms, which gives the Service the right to close the User's account on the Service and delete the content of the User's listings and search advertisements and terminate the Terms due to material breach. If the Service assesses the breach to be of a particularly serious nature, the User may be permanently excluded from the Service.

### **8.2**

In cases where the User's actions result in loss of information in the Service or otherwise cause damage to the Service or other Users, the User is responsible for compensating such damage in accordance with the general rules of Danish law. The User is not liable for indirect damages such as lost profit or loss of revenue. Loss of data shall be considered direct damage. If a User other than the User causing the damage suffers damage, the Service has the right to assign its claim against the User causing the damage to the injured User.

### **8.3**

The User may not decode the Service or in any other way attempt to gain access to the source code or documentation belonging to the Service, including the structure and composition of the Service, beyond what follows from normal use of the Service.

### **8.4**

The User may not sell, transfer, distribute, license, rent, lease, lend or otherwise provide access to the Service to anyone other than the User.

### **8.5**

The Service does not transfer any intellectual property rights to the User, either in whole or in part. The User may not copy, reproduce, publish, upload, send or distribute material from the Service without prior written permission from the Service.

## **9. Choice of law and jurisdiction**

### **9.1**

These Terms and any other agreement between the Service and the User are subject to Danish law. However, if the User is a consumer who has their place of residence in another EU/EEA country, this choice of law does not deprive the User of the protection afforded by mandatory

consumer protection rules in the EU/EEA country where the User has their place of residence. The Service only shows housing available in EU/EEA countries. The rules of the Danish Sale of Goods Act (Købeloven) may apply where relevant.

## **9.2**

Any dispute arising between the Service and the User which cannot be settled amicably shall be settled by the courts of Denmark, with Copenhagen City Court as the court of first instance. However, if the User is a consumer who has their place of residence in another EU/EEA country, the dispute may instead be settled by the courts of the EU/EEA country where the consumer has their place of residence, to the extent this follows from mandatory consumer protection rules.