

# Terms of use

If you have any questions or problems, you can always write to [support@housingtarget.com](mailto:support@housingtarget.com) for personal service.

*Housingtarget.com is owned by the Danish company HT Medier Aps. As a general rule, these Terms and any other agreement between The Service and the User are subject to Danish law. Read more in the terms item 9.1 and 9.2.*

All information and communication on the website is in English, including legal information, mails from the service, mail dialogues with user support etc.

## Emphasized points

*Our goal is to gather as many housing rentals as possible and to make the Service as complete as possible, to give our users as comprehensive an overview of vacant housing rentals as possible. Some of the housing rentals included on the Service are therefore collected from many different sources that we consider credible, including real estate agents, real estate companies, housing associations (publicly available housing), potentially housing advertised on other housing portals and potentially housing advertised on social media. In addition, swap housing is also included. We only include housing where you can contact the landlord directly (possibly after registration).*

*You must be a PremiumUser to get access to most of our services. As a PremiumUser you sign up for an ongoing subscription, that can always be cancelled at the end of a subscription period. It is not possible to buy access to information about the housings individually or in the form of a ticket card. The subscription has no minimum commitment period beyond the current period and is weekly, since short subscription periods result in a high degree of flexibility which is optimal for the housing search process. The User is informed about the subscription and the price on all pages and in all parts of the purchase process: On the page that shows the search result, in the user creation popup that is shown when you click the button "Get more info" on the page with the search result, on the purchase page, on the page where card information is inserted, on the approval page (after the purchase is done), in the mail received after the purchase and in the text on the invoice.*

*We emphasize that errors in the search engine may occur. See the description of the reasons for errors [here](#). On all housing rentals there is a reporting feature, where users can report data errors in the housing rental, or report if the source that is linked to does not work.*

*We emphasize that The Service does not have an in-mail system. The Housing seeker is either linked to the website where the housing rental is found, or receives the contact details to the Landlord (in the cases where the housing rental is created directly by a user).*

## 1. General terms

### 1.1

These terms and any other supplementary terms referred to herein (collectively referred to as the "Terms") apply to any use of [www.housingtarget.com](http://www.housingtarget.com) (referred to as "The Service"). The Terms apply to the User's use of The Service, which is operated by Housingtarget.com: HT Medier ApS, Mynstersvej 3, 1827 Frederiksberg, Denmark, Central Business Register (CVR) no.: 36997761. "User" means a person who creates an account on The Service. "PremiumUser" means a User who has purchased a subscription service which provides a number of advantages. These advantages are described in section 3.2 for Housing seekers and in Section 4.5 for Landlords. All information and communication on the website is in English, including legal information, mail dialogue etc.

### 1.2

The service operates as a marketplace, where Users can post user-generated content in the form of Housing ads or Housing seeker ads, where Landlords and Housing seekers can access each other's contact details, and where Users can access search results in the form of housing or Housing seekers. Since The Service is a market platform, that works as a meeting place between Landlords and Housing Seekers, the User must provide correct contact details. The User is obligated to state the User's name and email address correctly. This information is stated by clicking "Your profile" in the top right corner, then choose the tab "Account settings", click the button "Your data" and fill out the fields. The User is not permitted to create more than one profile on The Service without prior agreement.

### 1.3

The search results on the Service are supplemented with information about available housing rentals collected from publicly accessible websites. These rentals are presented with a limited set of data, after which the user is redirected to the original source. The amount of data displayed for each individual search result depends on the availability and quality of the data provided by the original source. Properties are therefore, in principle, sourced from all providers that we consider credible, including real estate agents, property companies, housing associations (publicly offered housing), potentially selected properties from other housing portals, as well as potentially properties posted on social media. In addition, exchange properties are included. We only include properties where it is possible to contact the property provider directly (possibly after registration).

### 1.4

Functionality for Housing seekers: The Service comprises several elements for housing seekers, including:

A: Data on available housing on the market at any given time is collected from publicly accessible sources. If the housing seeker wishes to obtain further information about a property, the housing seeker is redirected to the original source. B: The service operates as an advertising medium through which housing providers may list their available housing rentals. In such cases, an email containing the housing provider's contact details is received if the housing seeker requests additional information. C: The Service notify the Housing seeker via mail about new housing that are offered. D: The Service gives Housing seekers the opportunity to create a Housing Seeker ad, where the Housing seeker can state their wishes, so landlords can contact the Housing seeker with relevant housing. (See paragraph 3.2 for a description of which services Housing seekers receives as an ordinary User and as a PremiumUser). It is emphasized that The Service only provides automatic contact details to Housing seekers and Landlords, but is never involved in, facilitates or mediates agreements made between users of The Service.

### 1.5

Functionality for Landlords: The Service has many elements for Housing Seekers, among them A: A Landlord may create an advertisement for available housing. B: Via the database with Housing seekers, a Landlord can contact Housing seekers that have created an Housing seeker ad. When contacting a Housing seeker via a Housing seeker ad, the Landlord will receive an email with the Housing seeker's contact details. C: The Service notify the Landlord via mail about new Housing seekers that have created a Housing search ad. (See paragraph 4.5 for a description of which services Landlords receives as an ordinary User and as a PremiumUser). It is emphasized that The Service only provides automatic contact details to Housing seekers and Landlords, but is never involved in, facilitates or mediates agreements made between users of The Service.

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

### **2.1**

By creating a User profile on The Service, The User accepts these Terms.

### **2.2**

As a User, you can deactivate ordinary service emails (emails that relate to the basic function of The Service, minus statutory emails like for example invoice emails) and adjust or cancel match mails (emails where The User is notified of new, relevant housing or new, relevant housing seekers) by clicking "Your profile" in the upper right corner, selecting the tab "Account settings", clicking the button "Mail settings" and then make your choices. As a User, you can also always click on the link at the bottom of all emails. By clicking on the link the User gets to the page with mail settings. If a Housing seeker creates or activates a Housing search ad, the User's profile is simultaneously set to receive match mails. It is not permitted to forward mails to others.

### **2.3**

The User may at any time withdraw all consents by deactivating his/her profile, which can be done on the page "Deactivate your user profile". The page can be found by clicking on "Your profile" in the upper right corner, choose the tab "Account settings" and click the button "Deactivate your user profile" (the User need to be logged in).

### **2.4**

The Service uses cookies for many necessary functions, to improve The User experience, and for marketing and statistical purposes. At the first visit on the website, The User chooses which cookies can be used. The Service uses cookies in accordance with the cookie policy of The Service. The User can always delete cookies stored on The User's computer in connection with his/her use of The Service, or change the selections about which cookies can be used. See a detailed description in our [Cookie Policy](#).

### **2.5**

The User must stay updated on these Terms of use of The Service, and The User accepts that The Service has the right to change the Terms of use with 30 calendar days' notice. All significant changes to the Terms of use will be communicated by The Service. This information will be visible on The User's account when The User is logged in. If the changes involve legal privacy or marketing issues which require consent, The User will be asked to give such consent when logging on to The Service next time.

### **2.6**

The User has the right to disable his/her account on The Service without notice. The User can disable the account by clicking "Your profile" in the top right corner, choose the tab "Account settings", click the button "Deactivate your user profile" and then follow the instructions.

### **2.7**

As a User of The Service you are welcome to review our service on review websites. There is *no* incentive or reward to make a review, and no direct or indirect payment for reviewing the Service is given.

### **2.8**

When creating a User profile and before purchasing a product on The Service, The User must ensure that all information on The Users data page, including country location, are correct and updated. If The User relocates to another country, this information must be updated on The User profile before purchasing a product on The Service.

### **2.9**

It is not permitted to create more than one user profile per person without a specific agreement with the Service. Violation of this is considered a 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 housing. Only persons looking for new housing may register as Housing seekers on The Service. It is emphasized that it is not permitted to create a Housing seeker profile without having a real wish for a new housing, e.g. just to keep orientated about the housing market, since it can lead to wasting other users time. The User must ensure that the content of the posted Housing seeker ad is true and accurate. The User is not permitted to write personal data (including name, mail address, phone number, social profiles and internet address etc.) or sensitive personal information (including information about political opinions, racial or ethnic origin, religious or philosophical beliefs, trade-union membership, health-related data, data concerning a person's sex life or sexual orientation etc.). in a Housing seeker ad. If The Service is notified that a Housing seeker ad contains personal data or sensitive personal information, the Housing seeker ad will be deactivated immediately. The Service has the right to show the uploaded content on other websites, on social media and on its business partners' media. The User must disable the Housing seeker ad immediately and within no longer than two days, when the search is no longer relevant. If The User fails to do so, The User's account will be closed immediately, and the advertisement deleted.

### **3.2**

The following services are available to the Housing seeker without payment: The Housing seeker can create a Housing seeker ad. The Housing seeker can receive email notifications of relevant Housing. The Housing seeker may contact Landlords who have upgraded to PremiumUsers. The Housing seeker receives the following benefits by upgrading to PremiumUser: The Housing seeker's ad will be ranked higher in search results. The Housing seeker receives faster email notifications about the most popular housing. The Housing seeker gets access to the whole database with housing (if a Housing is registered by a Landlord, the Housing seeker receives the Landlord's contact details. If a Housing is a supplementary search result, the Housing seeker is directed to the original source). The Service may however offer discount products that include fewer benefits.

### **3.3**

When registering as a Housing seeker, The User is obligated to post a Housing seeker ad with a description of the Housing seeker's preferences for Housing within 3 working days.

### **3.4**

The Housing seeker may upload a photo when posting the Housing seeker ad. It is the full responsibility of the Housing seeker to ensure that the photo is relevant, customary and lawful as determined by The Service. The Housing seeker must have the intellectual property rights to the photo. If any uploaded material infringes third party rights, such material will be removed as soon as The Service is made aware of the infringement.

### **3.5**

The Housing seeker can be contacted by Landlords via mail or phone in the following situations: If the Housing seeker creates a Housing seeker ad, the Housing seeker can be contacted by Landlords with offers for housing that match the request in the Housing seeker ad. If a housing seeker requests information about a housing that has been created directly on the Service by a housing provider, the housing seeker's contact information is shared with the housing provider, so that the housing seeker can be contacted by the housing provider with additional information about the housing in question. If the housing seeker does not wish to be contacted by housing providers in connection with requesting information about housing rentals, this can be opted out by sending an email to support@housingtarget.com. Remember to wait for confirmation before using the Service's housing database again.

### **3.6**

The Housing seeker accepts that The Service's database with housing cannot be 100 percent updated and that errors may occur in a minor portion of the search results. There are several situations where errors can occur, for example: Partly a Landlord, who has created a Housing

advertisement on The Service, forgets to deactivate the advertisement when the housing is no longer available. Partly it cannot be avoided that housing is taken down from an external website for a short period of time before The Service's robot visits the website where the housing is advertised. Partly it cannot be avoided that housing that is no longer on the market sometimes will continue to appear as available on external websites, because the webmaster of the external website forgot to update this.

### **3.7**

It is the responsibility of the Housing seeker to validate that a Landlord holds the right to let the housing, and that all information about a housing is correct, before an agreement is made with a Landlord, and before any payment is transferred to the Landlord.

### **3.8**

The Service has no inmail system, that makes it possible for the Landlord to be anonymous. Instead, the contact info of the Landlord is received directly. This may happen either in the form of a link to the website, where the landlord has advertised the housing, or in the form of direct contact info, if the landlord has created a user profile and created the housing directly on the platform. It is emphasized that the Service only provides the contact information of the landlord. The Service thus has no responsibility that the Landlord replies to inquiries in a given period of time.

## **4. For Landlords**

### **4.1**

A Landlord is a person (for example a private landlord, real estate agent or administrator) who has right to rent out an available housing.

Landlords may only advertise housing that are either owned by themselves, or they have an unequivocal, written documented right to advertise.

When registering as a Landlord, The User warrants to contact Housing seekers only with offers for housing that the Landlord has the right to rent out, and that match the Housing seeker's preferences and needs as specified in the Housing seeker ad posted on The Service.

### **4.2**

When registering an account as a Landlord, the User is obligated to only contact Housing seekers with offers that the User has the right to rent out and that matches the wishes of the Housing seeker, that is stated in the Housing seeker ad on The Service.

### **4.3**

It is the full responsibility of the Landlord to ensure that the information provided in the advertisement is true and accurate. The Landlord warrants that the Landlord holds all intellectual property rights to the material uploaded to The Service. If any uploaded material infringes third party rights, such material will be removed as soon as The Service is made aware of this. The Service has the right to show the uploaded material or part of it on Housingtarget.com, on other websites, on social media and on its business partners' media. The User is not permitted to write personal data (including name, mail address, phone number, social profiles and internet address etc.) or sensitive personal information (including information about political opinions, racial or ethnic origin, religious or philosophical beliefs, trade-union membership, health-related data, data concerning a person's sex life or sexual orientation etc.) in an advertisement. If The Service is notified that an advertisement contains personal data or sensitive personal information, the profile of The User will be deactivated immediately. The User must inactivate the ad immediately when the housing is no longer vacant.

### **4.4**

When sending offers or other information to Housing seekers, the Landlord must make sure not to disclose other Users' contact details to others. Consequently, the Landlord may not contact more than one Housing seeker in the same email in a way that allows Housing seekers to see each other's email addresses.

### **4.5**

The following services are available to the Landlord without payment: The Landlord receives email notifications of relevant Housing seekers who have created a Housing seeker ad. The Landlord can obtain contact details of Housing seekers who have created a Housing seeker ad and have upgraded to PremiumUsers. The Landlord gets the following advantages by upgrading to PremiumUser: Advertisements for housing created by the Landlord will rank higher in the search results. The Landlord can be contacted by all Housing seekers (whether they are PremiumUsers or not). The Landlord can contact all Housing seekers who have created a Housing seeker ad. The Service may however offer discount products that include fewer benefits.

### **4.6**

When a Landlord creates an ad, the Landlord may be contacted by Housing seekers by email or telephone.

## **5. Disclaimer**

### **5.1**

The Service is an automated market platform with user-generated content, where housing seekers and housing providers advertise properties and housing requirements. The Service also collects information about available housing from publicly accessible websites. The Service only facilitates the information and does not assume responsibility for any information provided by Users or for any agreement entered into directly between Users. CSP Medier ApS disclaims all responsibility for all agreements entered into between The Users. The User accepts that the total liability that may be incurred by The Service in no circumstances can be more than 0 (zero) Euro.

### **5.2**

It is of no concern to The Service whether contact details delivered from The Service results in an agreement between Users, and the Service has no influence on who the Landlord decides to let his housing to. It is emphasized that The Service is an automatic platform that only provides contact detail to Housing seekers and Landlords, but is never involved in, facilitates or mediates agreements made between users of The Service.

### **5.3**

Where The Service retrieves information directly from the website of a property company or a third party, The Service is not responsible for the accuracy and correctness of such information.

### **5.4**

The User is personally responsible for the information published by The User in The Service.

### **5.5.**

The Service has been proactively optimized for the most common browsers: Chrome, Safari, Edge and Firefox. The Service is not proactively optimized for marginal browsers with a small market share, obsolete browsers and browsers that are being phased out. For instance, The Service is not proactively optimized for Internet Explorer, Opera, Tor, Vivaldi etc. However, if The Service is notified about an error in the presentation in a browser of any kind, The Service will correct the error if relevant and possible.

## **6. Privacy policy**

### **6.1**

For further details on our processing of personal data in connection with your use of The Service, see our [Privacy Policy](#).

### **6.2**

The service uses features and content from Google Maps. Use of these functions is subject to Google Maps' terms in force at any time ([https://maps.google.com/help/terms\\_maps.htm](https://maps.google.com/help/terms_maps.htm)) and privacy policy (<https://www.google.com/policies/privacy>).

## **7. Terms of purchase, terms of subscription, payment and the right of withdrawal**

### **7.1**

All PremiumUser services are purchased online, and all prices are stated inclusive of VAT. Payment is charged online by use of one of the available payment methods.

### **7.2**

Both Landlords and Housing seekers may create a User account with the Service free of charge (see 3.2 and 4.5). Users can choose to upgrade to PremiumUser, which is a subscription service that provides several extra benefits. It is not possible to buy access to information about the housings individually or in the form of a ticket card. The subscription has no minimum commitment period beyond the current period and is weekly, since short subscription periods result in a high degree of flexibility which is optimal for the housing search process. Paragraph 7.11 describes how to terminate the subscription.

### **7.3**

How you for example can buy a PremiumUser subscription: Create a User account or log in to an existing User account. Click on "Your profile" in the top right corner of the screen (you must be logged in to see it), choose "Account settings" and then choose "Become PremiumUser". Confirm that you wish to subscribe and accept automatic charge from the selected payment method. We will charge the selected payment via the chosen payment at the beginning of each new subscription period. Enter your payment details and approve the purchase. As soon as you have approved the purchase, the subscription is activated and you can start using the relevant subscription services.

### **7.4**

Current subscription prices for Housing seekers: The price for first time buyers is 4 Euro for the first day and then 25 Euro per 7 days in an ongoing subscription. The price for the subscription corresponds to on average around 109 Euro per month. The subscription fee is automatically charged by use of the User's chosen payment method at the beginning of a new subscription period, until the subscription is stopped. If the User stops the subscription within 1 days of purchasing the subscription, the User pays the minimum price of 4 Euro. There is no minimum commitment period beyond the current subscription period. The service may potentially offer alternative products to users (different product content, different price) based on information about the user's activity level (mailreception profile, deactivation), information about previous purchases and subscription status (active/inactive). Once the User has purchased a subscription, the price will not change during the subscription period.

### **7.5**

Current subscription prices for Landlords: The price for first time buyers is 4 Euro for the first day and then 49 Euro per 7 days in an ongoing subscription. The price for the subscription corresponds to on average around 213 Euro per month. The subscription fee is automatically charged by via the User's chosen payment method at the beginning of a new subscription period, until the subscription is stopped. If the User stops the subscription within 1 days of purchasing the subscription, the User pays the minimum price of 4 Euro. There is no minimum commitment period beyond the current subscription period. The service may potentially offer alternative products to users (different product content, different price) based on information about the user's activity level (mailreception profile, deactivation), information about previous purchases and subscription status (active/inactive). Once the User has purchased a subscription, the price will not change during the subscription period.

### **7.6**

If a payment transaction is not successful, The Service will make new attempts to fulfill the transaction for a period of time in order to avoid that the User unintentionally loses the benefits that the User expects to receive, such as quick information about new housing on the market.

### **7.7**

When purchasing products on the Service, a receipt for the agreement and the purchase, which contains 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 of the agreement (which appears from the email's dating), is sent via email. The Service stores a copy of the sent agreement. The agreement is made in English.

### **7.8**

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

### **7.9**

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

### **7.10**

How to exercise the right of withdrawal: The statutory right of withdrawal of 14 days applies when creating a PremiumUser subscription to the Service. A PremiumUser can exercise his or her right of withdrawal by sending an unambiguous email to [support@housingtarget.com](mailto:support@housingtarget.com). If the PremiumUser exercises his or her right of withdrawal, the debited amount will be credited within 14 days from the day the Service received the notification.

### **7.11**

How to cancel a PremiumUser subscription: Click on "Your profile" at the top of [www.housingtarget.com](http://www.housingtarget.com) (you must be logged in to see your account). Then click the page "Account settings", then click the button "Subscription settings". Follow the guide on the page that appears after clicking the button "Subscription settings". A subscription can also be cancelled by sending an e-mail to [support@housingtarget.com](mailto:support@housingtarget.com). It is emphasized that a subscription is not cancelled by deactivating user-generated content in the form of, for example, an advertisement or a search advertisement, as the subscription provides access to several different benefits. When the User terminates the subscription, no further amounts will be charged from the User's payment card (or by use of other payment method), and the PremiumUser access will end automatically on expiry of the current subscription period. When the subscription is cancelled, an email is sent to the user with confirmation of the cancellation. If this email has not been 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. Unauthorised use of The Service**

### **8.1**

Any unauthorised use of The Service or breach of the Terms will be deemed a material breach of these Terms, entitling The Service to close The User's account and delete all content posted by The User. If The Service finds the breach to be of a particularly serious nature, The User may be excluded permanently from The Service.

### **8.2**

If any act or omission by The User causes information on The Service to be lost or causes harm or damage to The Service or to other Users, then The User is liable under the general rules of Danish law for any loss incurred as a result of such harm or damage. The User is not liable for any indirect loss such as loss of profit or loss of revenue. For this purpose, loss of data is considered a direct loss. In the event that a User causes harm to another User, The Service is entitled to assign its claim against The User causing the harm to the aggrieved User.

### **8.3**

The User may not decode The Service or try to get access to the source code or related documentation in any other way, including the structure of The Service, except as justified by normal use of The Service.

### **8.4**

The User may not sell, transfer, distribute, license, let, lease, or lend access to The Service to any other party or give such party access to The

Service.

## **8.5**

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

## **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 his place of residence in another country in the EU/EEA, mandatory provisions of the consumer protection laws of the EU/EEA country in which the User has his/her place of residence remain applicable. The rules of the Danish Buy Act (Købeloven) may apply. The Service only shows housing available in EU/EEA countries.

### **9.2**

Any dispute arising between The Service and the User which cannot be settled amicably is to 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 his place of residence in another EU/EEA country, any dispute may instead be settled by the courts of the country in EU/EEA where the consumer has his place of residence. The Service only shows housing available in EU/EEA countries.