

I General Terms of Use

1. Welcome to Plaza Special

Welcome to the internet platform Plaza Special and thank you for your visit.

These conditions of use apply from 1 July 2018 to every use of the website www.plazaspecial.com (via your computer as well as via mobile equipment or any other software application), to all services offered by Plaza Special and to all agreements that Plaza Special makes for the use of the Website and the services.

By visiting our Website you agree to these Terms of Use. Plaza Special recommends that everyone, the user using the Website or one of these services, read these Terms of Use in advance. Plaza Special may change these Terms of Use from time to time. We therefore advise you to read them regularly.

2. Additional conditions for various services of Plaza Special

For the services offered on Plaza Special, some categories, including cars, planes, yachts and for paid advertisements, additional terms and conditions apply. These additional terms of use are part of the Terms of Use, and will always prevail in case they conflict with one or more other Terms of Use. This is reported separately at the time that you purchase a service to which these additional terms and conditions apply.

3. Protection of your privacy

Our Privacy Policy explains how we treat your personal information and how we protect your privacy when you use our Website.

4. Minors

The services of Plaza Special are only accessible to underage Users if they have obtained permission from their legal representative or it is customary in society that a certain minor of this age carries out the relevant activity independently.

5. Unauthorized use of the Website

The content of the Website may not be copied, reproduced and / or made public by the User except for RSS feeds for personal use and / or news items up to a maximum number of 100 Advertisements or 100 hyperlinks to Advertisements. This means, for example, use in personal web blogs or other personal websites. The User is not permitted to change the content of the Website, other than as described in these Terms of Use.

The User is not permitted to collect personal data from Users placing an Advertisement on the Website ("Advertisers"), including e-mail addresses and telephone numbers, and / or contact Advertisers for the provision of their own products and / or services.

The database right of Plaza Special is on the database with Advertisements. This implies, among other things, that the User is not permitted to request and reuse a substantial part of the contents of the database with Advertisements and / or to repeatedly and systematically request non-substantial parts of the contents of the database with Advertisements. and reuse within the meaning of the Databankenwet, unless the aforementioned exception for personal use and / or news items is met. The User is also not permitted to display hyperlinks to Advertisements on another website, unless prior written permission from Plaza Special has been obtained, or unless the aforementioned exception for personal use and / or news items is met.

Unless Plaza Special has given permission for this, it is not permitted to place Advertisements on the Website via an automated system, or in any other way than via the 'Place Ad' button.

It is not allowed to place Advertisements on behalf of or on behalf of third parties, unless Plaza Special has given permission for this (for example in the case of API partners).

6. Abuse of the Website and the consequences thereof

For your safety and to prevent abuse, e-mail addresses are protected by Plaza Special. Your response to an advertisement and any follow-up messages between buyer and advertiser will be sent via Plaza Special's servers. For more information click [here](#).

For reporting illegal and infringing advertisements, abusive content and other problems please use the address info@plazaspecial.com to Plaza Special so we can together ensure that the site remains as clean and safe as possible. Complaints about scams can also be reported via the address info@plazaspecial.com.

If we receive directions and / or complaints from other users or for other reasons that a certain User does not act in accordance with the law and / or the Terms of Use and / or the Privacy Policy, then we can - if we see reason - for safety reasons and to protect our users, including the following measures. Plaza Special may also take these measures if you use the Website unreasonably, for example if your use interferes with other users or disrupts the proper functioning of the Website:

a. Plaza Special can exclude the relevant User from the services of Plaza Special or limit certain functionalities for this User. You can think of, for example, suspending the account of the relevant User, deleting assessments, restricting the placing of advertisements or reactions; and / or b. Plaza Special can remove one or more Ads from the User without refund of the amount paid by User.

For examples of violations of the Terms of Use click [here](#).

Plaza Special can process the personal data of the data subjects in the context of the aforementioned measures. If there is reason to do so, Plaza Special may, within the boundaries of the law, pass on the personal data of the data subjects, for example to the police. How this works is further described in our Privacy Policy.

7. We, Plaza Special, give no guarantees

We can not guarantee that our services will always meet your expectations. We also can not guarantee that the Website functions without error and / or that continuous and / or secure access to the Website or parts thereof can be obtained.

All information and numbers on the Website are subject to play or typing errors.

8. Limitation of liability of Plaza Special.

We exclude, to the extent permitted by law, liability for all damage that a User suffers

(i) use of Plaza Special services; (ii) the unavailability or unsafe availability of the Website or parts thereof; (iii) incorrect information on the Website; (iv) purchase of services from third parties or use of purchased products via the Website; or (v) changes to Plaza Special services or changes to or on the Website.

If for any reason we are still liable, then our liability is limited to a maximum of a) the total compensation that the User has paid to Plaza Special during the 6 months prior to the act that caused the liability, or (b) € 150, whichever is higher.

9. Changes to the services and the Website

Plaza Special can change the Website or parts thereof at any time. We can also change or terminate our services at any time. We will endeavor to announce such a change or termination within a reasonable period of time before it is implemented.

10. Websites and services of third parties

The Website contains references to the websites of third parties (for example by means of a hyperlink or banner). Plaza Special has no control or influence on the content of these websites. The (privacy) rules of that website apply to these websites. If you have questions about these rules from third party websites, please refer to their respective websites. This also applies to the use of the services of external service providers, such as third-party payment services. The use of these services will then fall under the (privacy) rules of the relevant service provider.

11. Complaints procedure

Complaints about the services of Plaza Special can be submitted by means of the contact form. Complaints must be submitted within a reasonable time after you have found a defect in the service, with a period of two months in any case timely. Complaints must be fully and clearly described. We will endeavor to respond within ten working days of filing the complaint. In case this is not possible, we will give you an indication of the deadline for answering within ten working days after submitting the complaint.

A complaint can also be submitted via the website of the Dutch Thuiswinkel Organization.

12. Other provisions

Plaza Special is located at Vier Heultjes 57, 5161PW in Sprang-Capelle. Plaza Special has telephone number +31 (0)6-18842930, VAT number NL139741963B02 and is registered with the Chamber of Commerce under number 70561192.

Plaza Special may change the Terms of Use or parts thereof at any time. Plaza Special will endeavor to announce such a change within a reasonable period for entry into force. The changes become effective within a reasonable period after they have been announced, or after you have made use of the Website and / or the services of Plaza Special again after the change, whichever occurs earlier.

If we do not enforce a provision in the Terms of Use, this does not mean that we waive the right to enforce this at a later time or against another User. Agreements that deviate from what is stipulated in the Terms of Use are only valid if they have been confirmed in writing by Plaza Special. If one or more provisions of the Terms of Use are declared invalid by a competent court, this will not affect the other provisions of the Terms of Use.

Notices to Plaza Special, other than infringing or otherwise unlawful Advertisements, can be directed at Plaza Special, Vier Heultjes 57, 5161PW at Sprang-Capelle. Notices to Users will be sent to the specified e-mail address, or by registered mail in case this is warranted and an address is available. Notifications done by registered mail will be deemed to have been received five working days after the date of shipment.

Plaza Special is at all times entitled to transfer its rights and obligations under the agreements that relate to the services of Marktplaats to one of its group companies. Users will be informed about this.

These Terms of Use constitute the entire agreement between Plaza Special and you and replace all previous agreements. The agreements that follow from all Plaza Special services and the Terms of Use are governed by Dutch law. In the event of a dispute arising from these agreements or from the Terms of Use, only the court in Breda will be competent, unless the dispute has been submitted to the Stichting Geschillencommissies Consumentenzaken. If the User acts as a consumer (a natural person who does not act in the exercise of a profession or business), then this User has the option, within one month after Plaza Special relies on the jurisdiction of the District Court of Breda, to settle the dispute. dispute by choosing the court competent according to the law.

Plaza Special is a member of Thuiswinkel.org, as a result of which, in addition to these Terms and Conditions of Use, the General Terms and Conditions of Thuiswinkel also apply to the agreement between Plaza Special and the User. In the event of a conflict between the content of the General Terms and Conditions of Thuiswinkel and the Terms of Use, if the User enters into the agreement with Plaza Special as a consumer, the contents of the General Terms and Conditions of Thuiswinkel will take precedence over the content of the Terms of Use. In any other case, the content of the Terms of Use will take precedence over the content of the General Terms and Conditions of Thuiswinkel.

II Rules for placing advertisements

1. Plaza Special is an advertising platform

Plaza Special is a platform where an advertiser can place advertisements and a user can view these ads.

Plaza Special is not a party to the agreement between an Advertiser and a User. Advertisers and Users must resolve disputes themselves.

2. General rules for placing an advertisement on the Website

2.1 Advertisements placed on the Website by an Advertiser must comply with the following general rules. In addition, additional rules apply to certain groups of Advertisements, such as for Cars, Airplanes and Yachts. These additional rules may differ from the general rules below. We advise you to always pay attention to which rules an advertisement falls under.

2.2 Creating an Advertisement:

a. Only one concrete product may be offered or searched in each Advertisement for products. b. Each title and every text of an advertisement must contain a description of the offered or wanted product or the offered or requested service. c. Titles and texts from Advertisements may only be written in Dutch or in English. d. It is not allowed to place free Ads more than once on the Website. e. Each advertisement must be placed in the best matching category.

2.3 Advertisement content that is not allowed:

a. The title and the text of the Advertisement may not be misleading, inaccurate or incorrect. The title and the text must correctly and clearly describe the product offered for sale or the service that is offered. b. An advertisement may in any case not contain discriminating, pornographic, abusive or threatening or inflammatory content. The content may also contain no political messages and personal data of third parties or be in conflict with public order or good morals. c. It is not permitted to place an advertisement for the sole purpose of directly or indirectly promoting a company. d. It is not allowed to place photos with an advertisement that do not relate to the offered product or the offered service. e. In free Ads only websites can be mentioned or links to websites can be included, if paid for. It is not permitted to mention websites or to include links to websites that are filled in whole or in part with links to advertising websites or to advertisements that are mainly aimed at processing advertising revenues by generating clicks. f. It is not allowed to place Advertisements, which are only placed to generate clicks on a certain website.

2.4 Illegal or unlawful products or services

It is not permitted to offer products that are illegal, unlawful or whose trade is prohibited. It is also not permitted to offer services whose execution is illegal or unlawful as stated in the Dutch code.

Both Advertiser and User must always pay attention when offering and responding to products and services. Advertisers and Users are expected to know the laws and regulations in the area of the relevant product or service. In case of doubt we advise you to obtain further information or advice, for example on the website of the relevant supervisory authority.

2.5 No infringement of intellectual property rights of third parties

a. It is not permitted to include a product in an Advertisement that infringes intellectual property rights of third parties. This means, among other things, that it is not permitted to offer a product

(i) infringes the copyright of another party, such as the copyright to software or music, or to a painting or photograph taken by another party without the consent of that other party; (ii) infringes the trademark rights of another party, such as an item of clothing bearing a logo of that other party that has been placed without permission; or (iii) infringes the design right of another party, such as a bag that has been imitated without the consent of that other party.

b. Only the brand name of the product that is offered or requested in the advertisement may be used in the title and text of the advertisement.

c. Only the trade name of the company from which the product or service concerned originates may be used in the title or the text of the advertisement. The mention of trade names associated with products or services that are not offered in the advertisement is not permitted.

d. The product may only be compared with other products in the text of the Advertisement and not in the title. The comparison must not in any way create confusion about the original origin of the product. No brand name belonging to the other comparable product may be mentioned in the comparison.

e. It is not permitted to include a disclaimer in the advertisement with regard to the authenticity of the product that is offered in the advertisement. Advertisers must ensure that their products are genuine and can be traded before they are offered on Plaza Special.

3. Placing an Ad

3.1. My Plaza Special

An Advertiser places his advertisement on the Website via the 'place ad' button. Before an Advertiser can place an Advertisement, he must first log in.

When creating a user account, it is not allowed to choose an advertiser name that contains a [url] or a part of a [url].

It is not allowed to provide your login details to third parties. It is not allowed to use third-party log-in data for placing advertisements.

3.2. Realization Advertising agreement between Plaza Special and Advertiser

a. After the Advertiser has logged in, he can create an advertisement via the 'Place Ad' button. During the creation of the Advertisement, the Advertiser can see an example of the Advertisement under the 'View ad' button. The Advertiser can change the Advertisement in response to this example. After seeing the example, you can click on the 'Place ad' button. This brings about the advertising agreement (the "Advertising Agreement") between Plaza Special and the Advertiser with free Advertisements. In the case of paid Advertisements, the Advertising Agreement is concluded when the payment procedure on the Website has been completed.

b. Plaza Special stores all details of each Advertising Agreement for fourteen days after the removal of the Advertisement. Then we will keep the details of the Advertising Agreement as described in our

Privacy Policy. By means of the contact form, the Advertiser can request this information within 14 days, stating the e-mail address with which the advertisement is placed and indicating the advertisement number.

3.3. Period during which an Advertisement remains on the Website Advertisements for which no special rules apply will remain on the Website for at least twenty-eight days, provided that the applicable (payment) conditions are met and the Advertiser does not remove the Advertisement itself. For Advertisements subject to special rules, you will see the conditions on our Website for placing your Advertisement.

If the product offered in the advertisement is sold, the advertisement must be removed. Upon the sale of the product offered in the Advertisement, the Advertising Agreement between you and Plaza Special ends, and Plaza Special has fully complied with its obligations under the Advertising Agreement.

3.4 Payment through a continuous SEPA authorization. If you have given Plaza Special a standing (SEPA) authorization for the collection of amounts owed by you to Plaza Special, we will send you a maximum of one day in advance by e-mail before we collect an amount from the specified bank account. notify.

4. Dissolution right

4.1 In the event of placing an advertisement, in certain cases the right of cancellation as referred to in Section 6: 230o Dutch Civil Code may apply. [Click here](#) for more information about the right of withdrawal.

4.2 The right of cancellation does not apply in any case to Advertisements which have been removed from the Website pursuant to the provisions of the Terms of Use (under which pursuant to Chapter I, Article 6) (i) or (ii) have been placed by Users who are excluded from the services of Plaza Special or for which certain restrictions apply.

4.3 Unless otherwise agreed, you agree that an advertisement is placed immediately, during the legal term of dissolution. This has consequences for a possibly applicable right of cancellation. You also declare that you waive any applicable right of withdrawal, as soon as Plaza Special has complied with the Advertising Agreement.

4.4 If the right of cancellation referred to in Article 4.1 applies to the Advertisement you have placed, you agree that if you make use of your right of cancellation, you will owe Plaza Special a proportional fee for the services provided by Plaza Special. In certain cases, this proportional compensation will be calculated based on the number of days that remain with your use of your right of cancellation of the agreed advertising period and / or the average number of bids on products or services for Advertisements in the same category, such as by Plaza Special of time. until time is determined.

4.5 If you make use of the right of termination, Plaza Special will refund the price of the service, reduced by a proportional fee, within 14 days of your cancellation request.

5. Bids are not binding

5.1. Unless otherwise provided in these Terms of Use, an offer for a product or service in an Advertisement is not binding. An Advertiser is not obliged to accept such a (reasonable) offer. If such a bid is accepted by an Advertiser, this does not oblige the bidder to purchase.

5.2. If the Advertisement is removed due to the expiry of the placement term or for any other reason, the corresponding bids will also be deleted.

5.3. It is not permitted to place bids with Advertisements for the sole purpose of disrupting the bidding process.

6. Rules for offering the price / payment methods in an advertisement

6.1. An Advertiser may not require a User in an Advertisement to use certain payment methods. Click [here](#) for more information about secure payment.

6.2. An Advertiser is not permitted to mention only part of the prize in the price field of the Advertisement.

6.3. Advertisers who offer their goods and services to private individuals as an entrepreneur are obliged to indicate prices including VAT in an advertisement on the basis of Article 38 of the Turnover Tax Act.

7. Report illegal or infringing advertisements to Plaza Special

7.1. Notifications of Advertisements in violation of the Terms of Use

a. A Notification of Infringement can only be used by holders of intellectual property rights or their representatives and legal authorities (see more under 6.2). Advertisements that otherwise violate the Terms of Use, such as Advertisements where illegal products are offered or that have deplorable content, can be reported via info@plazaspecial.com.

b. Abuse of the Report to Plaza Special system is seen as an act contrary to the Terms of Use and may lead to us taking the measures described in chapter I, article 6 towards the concerned reporter.

7.2. Notifications in case of infringement of intellectual property rights

a. The "Reporting of infringement" Plaza Special program is intended to ensure that products offered in Advertisements do not infringe the copyright, trademark or other intellectual property rights of third parties.

b. Rightsholders may report an Advertisement that infringes their rights, and submit a request for the removal of this Advertisement via Notification of Infringement to be sent to info@plazaspecial.com according to the instructions. If the Notification of Infringement has been received correctly and completely by Plaza Special, the relevant advertisement will be removed.

c. The information requested in the communication concerning the Infringement is intended to ensure that the party reporting the Advertisement is the entitled party or officially authorized by the person entitled. This information must also enable us to identify the Ad to be removed.

d. As soon as Plaza Special has received a complete and correct email for the first time, the Notification of Infringement report can be sent to Plaza Special via e-mail.

8. We give no guarantees

8.1. Advertisers and Users must conduct sufficient research themselves and be informed sufficiently before placing an Advertisement on the Website. We do not control the quality of the content of the Advertisement, the security or legality of the advertised products or services, the accuracy of the offers, the competence of Advertisers to sell products or offer services and / or the Users' rights to purchase products or to purchase the services. Plaza Special gives no guarantee about this.

8.2. Plaza Special can not guarantee that the products or services offered by Advertisers on the Website meet your expectations.

9. Indemnity service Advertisements and limitation liability Marketplace

9.1. Each User indemnifies Plaza Special against claims of third parties with regard to damage suffered by;

(i) entering into an agreement on the basis of an Advertisement; (ii) the use of products purchased via the Website; and (iii) the use of services offered via the Website; and (iv) the (allegedly) infringing and / or otherwise unlawful nature of the (content of the) Advertisement and / or the delivered product.

9.2. The conditions for the limitation of the liability of Plaza Special are included in Chapter I, Article 8

10. Changes

10.1. Plaza Special may change the Website or parts thereof, including the advertisement duration, extension options, the classification of the groups and sections, the layout of the Website and search options, at any time and at its own discretion. We will endeavor to announce such a change within a reasonable period of time before it is implemented.

10.2. Plaza Special can change the prices of paid advertisements at any time. If during the term of an Advertising Agreement a price increase takes place that exceeds the CBS consumer price index figure, then the Advertiser has the right to terminate this Advertising Agreement.

11. The advertisement can also be published elsewhere

11.1. Plaza Special can use the Advertisement and its content for its own publicity purposes. This means, among other things, that an advertisement or part of it can be shown by us through other

distribution channels, such as on websites that are part of the eBay group (such as eBay.nl or PayPal.nl), websites of third parties, in print media or on television.

11.2. Placing an advertisement automatically gives Plaza Special a free, worldwide, irrevocable, sub-licensable and transferable license to use, multiply, distribute and publish the advertisement and / or (parts of) its content. and to allow third parties to use and reproduce) for marketing, promotional and / or advertising purposes. You guarantee that you are authorized to provide this license.

11.3. For publicity purposes, we may allow third parties access to an Advertisement to enable them to promote these and other Advertisements on third party websites, via e-mail and through other channels. These promotions may contain (parts of) the Advertisement.

11.4. The layout of Advertisements can be modified so that the Advertisements are accessible from mobile devices or other third-party software applications.

11.5. The Website contains references (for example by means of a hyperlink or banner) to the websites of third parties. These references can also be placed in or next to an Ad. Plaza Special has no control or influence on the content and policy of these websites. The (privacy) rules of that website apply to these websites.

III Additional rules for certain categories

A. Cars, planes, yachts

1. Rules for placing Advertisements

1.1. Only one car / aircraft / yacht may be offered in each advertisement. It is therefore not allowed to offer multiple cars / aircraft / yachts in one Ad and / or after selling the car / aircraft / yacht to re-use the Advertisement for another car / aircraft / yacht.

1.2. If the car / aircraft / yacht offered in the advertisement is sold, the advertisement must be removed.

1.3. The text, price, properties and photo in the Advertisement must match the offered car / plane / yacht. It is not permitted to mention in the price field in the advertisement only the deposit for the car / aircraft / yacht or a price per month (lease). It is not allowed to use a photo other than the offered car / plane / yacht itself (for example a photo of the website of the car / aircraft / yacht brand or a photo from a catalog).

1.4. Each advertisement must be placed in the correct (brand) category. It is not allowed to mention other brands and models in the advertisement than the brand and model of the car / aircraft / yacht offered in the advertisement. It is therefore also not permitted to mention in the Advertisement all other brands and models that the Advertiser (possibly) offers.

1.4.1. It is not allowed to place an advertisement in the group Cars / Airplanes / yachts where no car / plane / yacht is offered for sale. For example, it is not allowed to place an Advertisement 'car / plane / yacht for sale' in the Cars / Airplanes / Yachts group.

It is also not allowed to place in the group Cars / Airplanes / yachts Advertisements for car / aircraft / yacht insurance and other car / aircraft / yacht-related services.

1.4.2. Advertising is not allowed to advertise or refer to other websites with classified ads for cars / airplanes / yachts.

C. Paid Ads

1. Payments

1.1. When choosing the category, the corresponding price will be indicated if applicable.

1.2. The obligation to pay the price applies from the moment of placing the advertisement. If the payment is not or not paid in time, Plaza Special is entitled to remove the placed Advertisement and to still charge the amount due.

1.3. If payment is not made on time, Plaza Special is also entitled to charge statutory commercial interest. In the event that the relevant Advertiser fails to pay the full amount owing after a reminder, Plaza Special will be entitled to call in a collection agency and block the services of Plaza Special for the relevant Advertiser. The judicial and extrajudicial costs of the collection will be paid by the Advertiser.

1.4. Plaza Special can change (parts of) the Website and the services at any time. We can also stop our services. We will endeavor to announce such a change or termination within a reasonable period of time before these are implemented.

1.5. Sales tax

Plaza Special charges 21% Dutch sales tax on the amounts payable for all services of Plaza Special, unless otherwise stated on the Website. An electronic invoice can be obtained by each user by indicating in his 'My Plaza Special' account that a monthly invoice by e-mail is required. Every User who, in his 'My Plaza Special' account, wishes to receive a monthly invoice by e-mail, expressly agrees with electronic invoicing. The monthly invoice concerns all payments made online via our Website during the month prior to the invoice date.