


General Conditions of Service of Joincasa S.r.l.

Version of 08/29/2022

1) Joincasa Service

 Here you can understand what Joincasa is and what you can do with the platform. In addition, you will find additional information related to the nature of Joincasa's activities. Read to learn more.

The present General Conditions govern the relationship with users of the platform created by **Joincasa s.r.l.** ("**Joincasa**" or the "**Company**") with registered office in Via Copernico 38, 20123 Milan (MI), VAT NUMBER 13059621006.


Joincasa makes digital spaces available to users on the Joincasa Platform ("**Platform**") to allow the promotion and search of real estate for sale or rent, offering ancillary services in the real estate field. lease, offering accessory services in the real estate field. Joincasa also carries out activities of **real estate brokerage pursuant** to Article 1754 et seq. of the Civil Code and Law No. 39 of 3 February 1989 and subsequent amendments and is registered as a real estate agent with the order of Milan under REA number MI-2088489.

Joincasa provides Users with the necessary support as a **Real Estate Broker qualified** for the eventual conclusion of the agreement between the parties and receives a commission on the conclusion of the deal.

By accepting the terms and conditions of the service, the User formulates a mandate proposal to Joincasa, qualified intermediary, to carry out intermediation activities for the sale or rental of a specific property, or of the lease of a specific property, or the search for a property for sale or lease having the particular characteristics indicated through the use of the Platform. In the event that the User offers, or seeks, to purchase or sell a property on the Platform, this proposal must contain all the essential elements of the Contract necessary to bind the parties according to the model provided by Joincasa.

The proposal and eventual acceptance will be managed, where possible, at a distance also through use of Third Party sites/portals.

2) Users

 This section will help you understand who has access to the platform, frame the different user categories and understand the relationship between users and the platform.

Access to the services offered by the Platform is offered to the following categories of subjects:

a) "**Users**": which, depending on the specific circumstances are framed as below:

<p>“Unregistered user”</p>	<p>It is the User who uses the Platform for the mere consultation of the advertisements inserted therein, without registering or logging in.</p>
<p>“Member”</p>	<p>It is the User duly registered on the Platform who, in addition to mere consultation, can publish announcements for the sale/lease of a property and/or announcements for the search for properties for sale or for lease.</p>
<p>“Starter”</p>	<p>It is the User who, delegated by a third party external to the Platform (“Delegator”), in a <u>non-professional manner</u> and without any employment relationship with Joincasa, uses the Platform on behalf of the Delegator in order to search for or offer properties. Each User Registered on the Platform, he can act as a Starter and earn prizes thanks to the presentation of Joincasa to a friend.</p>

- a) **"Agents"**: these are real estate agents who, as part of their professional activity, use the Platform to carry out real estate brokerage activities. The agents, depending on the relationship with the Platform, are divided into:

<p>“Exclusive Agents”</p>	<p>agents who collaborate exclusively with the Platform and who are part of the Joincasa team</p>
<p>“Indirect Agents”</p>	<p>agents external to Joincasa</p>

When registering for the Service, Agents are required to provide all the information relating to the agency for which they provide services and the registration number with the local Chamber of Commerce.

The relationship between the Agent and the Platform is communicated to the User upon registration on the Platform in a clear and unequivocal manner.

3) Service Categories

Joincasa makes available to the User a personal space on the web platform that can also be used via mobile devices, tablets, smartphones, etc., thus allowing them to publish the Advertisements and use the Services. The Platform also makes the following Services available to Users and Agents:

- a) **Announcement/Search Publication:** allows you to take advantage of a digital space on the Joincasa Platform to advertise the sale or lease of your property or to promote the search for a property to lease or for sale. The space on the Joincasa Platform is made available for an unlimited period of time unless otherwise indicated by the Registered User when publishing the advertisement;
- b) **Ad saving:** allows you to save the ads of interest as "favourites";
- c) **Appointment Request:** allows you to make an appointment to visit a property of interest, receiving notification of the appointment made through the reserved section,

through the email indicated by the User at the time of registration and/or through the additional channels that Joincasa will use to communicate with the User (for example messaging, telephone contact and / or chat).

- d) **Notification for Starter:** the Platform provides the Starters with the opportunity to perform the following activities in a non-professional manner and without taking part in the actual intermediation activities:
- recommend Joincasa to a friend/relative (hereinafter also referred to as the Delegate) who intends to sell or rent their property and earn bonus credits convertible into cash if the deal is concluded; - support the registration of the Delegator on the Platform;
 - place announcements on the Platform at the request of the Delegator;
 - only following the first visit carried out and the intermediation activity carried out by an Agent, the Starter can, at the request of the Delegator, show the property.
- e) **Joincasa Finder (paid service):** allows Joincasa to be given an exclusive search assignment thanks to which it will be possible to offer the User both properties in the Joincasa portfolio and properties managed by other real estate agencies.

4) Use of the Service



As parties to a contract, there are many behaviors that we will have to keep, but that you will also have to keep :-). First of all, pay attention to the credentials; remember that you are responsible for the information and content you upload to Joincasa; it is advisable to keep your identification data updated; last (but not least) we expect that you do not want to undermine the security of our systems in any way.

When the User uploads the information relating to a property for sale or for rent on the Platform, confirming that he is the owner or is delegated by the same, he confers the task of mediation.

The essential terms of the assignment, duration, commissions and exclusivity, will be subject to verification with the Customer on the basis of the Location and the characteristics of the property, except in the case of direct loading of a property in response to a specific search published on Joincasa (<https://en.joincasa.it/ricerche>). In this circumstance, the owner of the property acquires the right to sell or lease with zero commissions in case of conclusion of the deal with the Customer to whom the search refers and, in any case, in case of conclusion of the sale also with other Joincasa customers within 60 days of the appointment being made.

The User undertakes to cooperate with due good faith, respecting the terms of the commitments made (for example, by showing up on time for the visit).

The User undertakes **not to conclude trades or leases** with sellers/landlords using the data contained in the Platform without resorting to the intermediation services offered by Joincasa.

The User declares and guarantees that he is the owner of the property or that he has received a mandate from the relative owner to publish an Announcement on the Platform for the sale or granting of the property for rent and that the photos, videos, documents related to the property published on the Platform are true, correct, updated and recent.

The User is required to keep and not disclose, directly or indirectly also through his own personnel, the **credentials for accessing** the Service, thus preventing them from being used improperly or unduly and in any case remaining responsible for any use of the same credentials.

The User guarantees and is responsible for **the truthfulness of the data and/or information** provided when using the Service, as well as for keeping them up-to-date. In particular, the User undertakes to keep his **identification data** up to date and, in particular, the data relating to the registered office and/or other location for billing purposes (where applicable), acknowledging as of now that all communications sent by the Company to the last known address and to the contact details indicated by the User shall be considered received and known by the latter.

The User is responsible for the **content**, with particular reference to the data of properties offered or sought for sale or rent on the Platform, and assumes exclusive responsibility for direct and indirect damages, including to third parties, that may be caused to Joincasa.

The User agrees not to take any action that may compromise **the security of the systems** and/or equipment to which the User has access via the Service.

The User also agrees not to upload content to the Platform that:

- are defamatory, obscene or pornographic;
- directly or indirectly violate laws, rules or regulations in force;
- are harmful, such as malware, viruses, trojans and the like or interfere with or limit access to the Joincasa Platform;
- manifest or falsely represent the affiliation of other Users or third parties or are otherwise fraudulent, false, deceptive or even just misleading;
- use automated tools to artificially promote content;
- involve the sending of spam or junk e-mail, chain letters or similar, even through the Joincasa mailbox attributed to each Advertiser;
- promote products or commercial activities of third parties;
- interfere or conflict in any other way with Joincasa's computer or network systems or with the security measures of the Joincasa Platform.

5) Payment and Invoicing




Here you will find information that will help you understand the fees for the different Services offered by Joincasa and the payment methods. It is very important that you understand when Joincasa is entitled to receive a fee for the activities performed. Read this point very carefully!

- a) **Intermediation Service:** the right to Joincasa's commission, calculated as a percentage based on the value of the property that can be graduated by the User directly on the Platform when publishing the advertisement, arises for the Company, in accordance with Article 1755 of the Civil Code, **at the conclusion of the deal**. The bargain is understood to be concluded when the Company notifies the User of the acceptance of the proposal. The commission shall be paid to the Company also in the event that the contracting parties, directly or through intermediaries, conclude the contract regarding the property identified on the Joincasa Platform **after the termination** for any reason of this Contract.
- b) The right to commission, at the expense of any additional costs that the Company will incur in recovering the amount due, also arises in all cases in which Users use for any reason the information and data acquired on the Joincasa Platform to conclude an agreement outside of the intermediation service provided by Joincasa.
- c) **Joincasa Finder:** the price is communicated to the User on the Joincasa Platform when the individual service is requested.

- d) **Report for Starter Service: bonus credits** can be accumulated for each new contract concluded with the intervention of the Starter; remuneration for the activity is paid when the threshold of 500 credits is reached (i.e. credits are awarded at the rate of 150 credits for every 50,000 € of completed transaction), each credit corresponding to the value of 1 € (1 credit = 1 €; 150 credits = 150 €; 500 credits = 500 €).
- e) **In case of property upload in line with search ad:**
- in the event that the owner of a property uploads the same in response to a specific property search published on Joincasa (<https://www.joincasa.it/ricerche>), the owner of the property acquires the right to sell or rent at zero commission both in the event of conclusion of the deal with the client referred to in the search and in the event of conclusion of the deal with other Joincasa clients within 60 days of the assignment;
 - in the event that a User - Starter signals a Client, the owner of a property, in response to a specific search published on Joincasa (<https://www.joincasa.it/ricerche>), in addition to the advantage for the owner, represented by zero commission, the Starter will also acquire the right to obtain 150 credits for every 50,000 euros of transaction concluded.

Payment for the Services offered by the Platform may be made by bank transfer or cheque; the balance of the Bonus Credits to be paid to the Starter in the event of deal conclusion shall be paid within 10 days after the balance of the commissions paid to Joincasa for the conclusion of the deal for which the Starter submitted one of the counterparts .

6) Duration, termination and amendments

 In addition to being a User of the Platform, you are also a Consumer and therefore the law grants you a number of rights regarding withdrawal and changes to the General Terms and Conditions. Read this paragraph to find out what they are!

The duration of the Brokerage Service is indicated in the assignment given to Joincasa by the User. The User has the right to withdraw from the contract within 14 days from Acceptance of the present General Conditions or, if later, from the day of the conclusion of the contract.

In order to exercise the right of withdrawal, the User must notify Joincasa S.r.l., Via Copernico, 38, 20123 Milano (MI) by registered letter with return receipt or by email to info@joincasa.it. The communication must clearly indicate: i) the intention to withdraw; ii) the specific service from which it is intended to withdraw. The User shall submit the request by means of the Withdrawal Form . After carrying out the appropriate verifications, Joincasa will proceed with the reimbursement of the amount received in advance within 14 days of receiving the request, using the same payment instruments used in the purchase transaction of the service for which the right of withdrawal has been exercised.


In turn, Joincasa may at any time communicate to the User via email its desire **to withdraw with immediate effect**, without prejudice to Joincasa's obligation to complete the execution of services already paid for and not yet performed.

In any case, the User who makes use of the Intermediation Service will still be required **to pay the commission** to Joincasa if the contract regarding the Property (sale or rental) has already been concluded previously or is concluded after the termination, for whatever reason, of this Contract.

Joincasa may make **changes** to the type of Services offered; changes to the present General Conditions will be made only in the presence of a **justified reason** and it will be the responsibility of the Platform to provide timely communication.

Communication of changes will be made **clearly** and **visibly** via the Platform itself. Continued use of the Service will constitute **acceptance** of these changes. Should the User not wish to continue using the Service according to the new version of the Agreements, they may withdraw from the Service.

7) Intellectual Property

 We are proud of the Platform and the solution we have created. Remember that intellectual property rights are held by Joincasa and that any behaviour that compromises these rights is illegal. Instead, remember, again, that the content created on the platform is your property.


The Platform, as well as the related copyrights and any other intellectual or industrial property rights, are the **exclusive property** of Joincasa. The rights granted to the User through these General Conditions are subject to restrictions. In particular, the User is **prohibited** from:

- a. **copy, extract or otherwise make available** to third parties the content of the Platform or the Services or any part thereof or take any other action that may infringe the content of the Platform;
- b. transfer, even partially, the data systematically or methodically collected in the Platform's database to third parties;
- c. develop products or software applications based on the Platform or making use of it in any way;
- d. use, remove or in any way delete from the Platform any trademark, trade name, copyright notice or other reservation of rights notation affixed to or contained therein;

The Users acknowledge that the information, photographs, videos and data published on the Platform **do not have artistic value** and therefore the Users, with regard to this content, may not invoke the protection of the Copyright Law (L. 22 April 1942 no. 633 as amended). At the same time, Users acknowledge that the data as systematically and originally organised by the Platform constitutes a **database** and is valuable in accordance with Articles 102 bis and 102 ter of Law no. 633 of 22 April 1942 as amended. Therefore, termination of the contract with relative closure of the account does **not oblige Joincasa to return the content**, which will remain in the availability of Joincasa for the duration of the applicable copyright.

Furthermore, the User does not obtain, as a result of this contract or for any other reason, any rights relating to **trademarks, distinctive signs** and sites of Joincasa..

8) Confidential information

 You have an obligation of confidentiality towards confidential information that is part of the Service and provided or exchanged for this contract!


Confidential Information means all information relating to the use of the Service and provided or exchanged between the parties as part of the formation or performance of the contract.

Each party may use the other party's Confidential Information **only for the purposes set out** in the contract, with all employees or agents who are to have access to the Confidential Information being bound by the same obligations of confidentiality. Confidential Information are bound by the same confidentiality obligations.

The confidentiality obligations under the contract do not extend to information that:


- a. was in the lawful possession of the other party prior to the negotiations that led to the signing of the contract;
- b. is or becomes in the public domain;
- c. have legitimately come to the knowledge of the party as a result of disclosures made by third parties not subject to the duty of confidentiality;
- d. are the subject of a formal request for disclosure by a judicial body or public authority, in cases provided for by law.

9) Protection and Processing of Personal Data

 For the proper performance of the service, we will need to process certain personal data and to regulate our relationship with you. However, you will find everything in our Privacy Policy!

The Platform will process Users' personal data in accordance with EU Regulation 679/2016 and the provisions of Legislative Decree No. 196 of 30 June 2003. More information on the processing of your personal data at [Privacy Policy](#).

10) Declarations and Guarantees


 While we make sure to provide you with the best possible service, we may sometimes make mistakes. You will therefore find in this clause some cases where we cannot take responsibility - and these are all cases of force majeure or problems that are too big (even for us)!

Joincasa is not able to guarantee in any way the quality of the goods advertised via the Platform, since the service offered is limited to the **mere provision of an online space** for the publication of real estate advertisements of goods owned by third parties. The User **assumes all responsibility** regarding the choice and use of the Services offered by the Platform and the correspondence of the same to their own needs and expectations.

Joincasa does not monitor, review or modify the content published by Users, but reserves the right to remove or modify it at its **own discretion** or to disable access to such content for any reason. Joincasa may take these actions at its own discretion, autonomously and therefore without prior communication to the User.

Joincasa undertakes to adopt the necessary measures to maintain adequate levels of Service operation. However, unforeseen events or maintenance operations may sometimes result in temporary interruptions of the Service without prior notice and without any liability for Joincasa resulting from this.

11) Limitations of Liability


 We ask you to hold us harmless from any liability relating to your conduct and that of third parties on our service. As stated in the points above: you are responsible for the content you publish.

With the exception of cases of wilful misconduct and gross negligence, **Joincasa assumes no responsibility for direct or indirect damages** suffered by the User and/or third parties resulting from the use and/or non-use of the Joincasa Platform.

The User agrees to **indemnify** and hold Joincasa **harmless** from any claim, loss, liability, proceeding, governmental investigation or actual or threatened enforcement action arising from or relating to the User's activities under these Terms or to the User's acts or omissions in relation to the provision of any product offered to the public and created through the Service.

The User also acknowledges that Joincasa is not able to exercise any control over the content and information transmitted and/or received and/or stored by the User through the Service made available.

12) Termination and suspension

 In this clause you will be able to find information on the cases in which Joincasa may stop providing you with its Services and on what you should not do to avoid the termination of your account.

The duration of this Contract begins from the moment of acceptance of these General Conditions by the User.


Joincasa reserves the right to add, remove functionality or features or **suspend** or completely **interrupt** the provision of the Services offered on the Joincasa Platform, either temporarily or permanently.

Joincasa may **terminate** or **suspend** your account if you commit a material breach of any provision of these Terms and fail to cure such breach within five (5) days of notification of such breach. Joincasa may terminate or suspend your account in the following cases:

- a. the User violates any of the provisions of these General Terms and Conditions;
- b. there is reason to believe that the use of the Service is fraudulent or has a negative impact on the operational capacity of the Service;

Joincasa **will not provide the User with any reimbursement** in case of suspension or closure of the account for violation of one of the above provisions. The contract shall be considered legally terminated, pursuant to article 1456 c.c., without prejudice to Joincasa's right to compensation for damages and any other legal remedy.

13) Applicable law

 Let's hope we never quarrel :-)(in case we have to quarrel, however, the territorially competent court is that of Milan!

These Terms and all disputes regarding the execution, interpretation and validity of this contract are subject to the law, to the jurisdiction of the State and to the exclusive jurisdiction of the court of Milan, where the exclusive forum for the consumer is not applicable.

Pursuant to art. 14 of Regulation 524/2013 we also inform you that, in the event of a dispute, you can file a complaint via the [European Union ODR platform](#). The ODR platform is an access point for Registered Users who wish to resolve disputes arising from online sales or service contracts out of court. For more information contact: info@joincasa.it.