

# Terms & Conditions Moving24

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## Article 1: Definitions

The definitions below are used in both singular and plural in these terms and conditions. In these terms and conditions, the following definitions shall apply:

<i>Applicant</i>	The individual or company requesting a quotation for one or more categories.
<i>(online) Account</i>	The online environment where the participant can log in and the settings of the participants can be managed.
<i>Advertising Costs</i>	The cost of all efforts made by Moving24 with a direct relationship to the offering of Requests for Quotations to Participants, including search engine and marketing costs.
<i>Terms and Conditions</i>	The terms and conditions described in this document.
<i>Participant</i>	The service professional who receives requests for quotations to provide potential clients (the Applicants) with an offer to perform a service.
<i>Trade register</i>	Company registration can be referred to as the trade register of the respective state
<i>Settings</i>	The data and criteria stored in the Account related to usage and performance of the service.
<i>Customer Success</i>	The support available to the Participant which can be reached via e-mail ( <a href="mailto:usa@moving24.com">usa@moving24.com</a> ) or by phone at +1 917-979-6943 (local rate)
<i>Rates</i>	The amount due for an accepted Quotation Request.
<i>Duration</i>	The duration of the agreement that applies, also called Contract Duration.
<i>Quotation Request</i>	The request made by an Applicant on Moving24's website describing the service to be performed. In the concise form "Request" and the term "Leads" both pertain to Requests for Quotation as mentioned herein.
<i>Agreement</i>	Any agreement entered into between Moving24 and the Participant during a particular Period.
<i>Period</i>	A specific period is employed to establish the duration and billing cycle of a contract. This period commences one month from the determination and is not concurrent with the calendar month.
<i>Reclaims</i>	Returning Quotation Requests, see conditions in article 10.
<i>Account</i>	The active Account of the Participant with a subscription in accordance with Article 6.
<i>Working area</i>	The region where the Participant has expressed their desire to receive requests, determined by a radius or postcode area.

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## Article 2: Entrepreneur's Identity

2.1 Moving24 (us.moving24.com) is one of the trade names of Skydreams B.V. It also trades under the trade names Homedeal and Weddingspaces.

2.2 Skydreams B.V. is established at Godebaldkwartier 371, 3511 DT in Utrecht in the Netherlands and is registered in the Trade Register under CoC number: 24330161.

## Article 3: Applicability

3.1 These General Terms and Conditions apply to all Agreements, regardless of the manner in which they are made, which are concluded between Moving24 and the Participant. The applicability of the General Terms and Conditions of the Participant is expressly rejected.

3.2 These Terms and Conditions specify the standard terms that apply if an agreement is formed through the use of Moving24's website.

3.2 Before the remote agreement is concluded, the text of the general terms and conditions will be made available to the Participant. If this is not reasonably possible, Moving24, prior to the conclusion of the remote agreement, indicate in which way the General Terms and Conditions can be inspected at Moving24 and that these General Terms and Conditions will be sent (electronically) as soon as possible upon request of the Participant.

3.3 Participants using Moving24's service thereby acknowledge that they have read these Terms and Conditions and accept their application.

3.4 Moving24 is entitled at any time to amend or supplement these Terms and Conditions. If the changes are substantive, Moving24 will communicate them to the Participant at least 30 days before the changes take effect. If the Participant cannot agree to the new changes, the Participant may terminate the Agreement between the parties in accordance with Article 13 of these General Terms and Conditions until the changes come into effect.

## Article 4: Provision of services

4.1 Moving24 provides a brokerage service whereby specialists (the Participants) receive requests from individuals and companies (the Applicants) who have requested a quote for one or more subject matter experts. Moving24's service enables Participants to get in touch with potential customers and enables Applicants to request quotes from one or more companies.

4.2 Moving24 only provides Participants with Requests for Quotes and does not guarantee that sales will result from this.

4.3 In order to use Moving24's services, the Participant is at least required to comply with the following:

- To be incorporated in the trade register of the respective state and have gone through the Federal Motor Carrier Safety Administration (FMCSA) to receive a USDOT, as required by law.
- To have the necessary qualifications, documentation and knowledge for the services offered by the Participant to be able and entitled to perform these services.
- Execute agreed Quotation Requests and invoice themselves.

4.4 Failure to comply with the conditions stated in Article 4.3 above may result in the immediate suspension or termination of the Participant's online account, without refund of amounts previously paid to Moving24.

## Article 5: Requests for quotations

5.1 Moving24 forwards to Participants Quotation Requests (from Applicants) on the basis of the criteria set up in the Participant's Account, hereinafter referred to as Settings, such as subject area(s), area of work and any maximum.

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5.2 The Participant's Settings can be viewed and managed by the Participant in their online Account. Moving24 can also help set up the account (via Customer Service).

5.3 The Participant accepts that the supply of Quotation Requests through Moving24 varies and that the supply of Requests for Offers is not guaranteed.

5.4 Moving24 shall ensure sufficient information to enable the Participant to contact the Applicant. If this is not the case then the Quotation Request is subject to Reclamation (see also article 10).

5.5 Moving24 guarantees a limit on the number of Participants to which the details of a Quotation Request will be sent. This varies by category but does not involve more than six (6) Participants. The cap is determined based on various factors such as demand, supply, season or other relevant parameters. Moving24 may change the maximum number of Participants at any time without informing Participants, with the aim of reacting quickly to market changes and thus maintaining an optimal balance between the needs of Participants and Moving24.

5.6 Should the region selected by the Participant be full, the Participant will be placed on a waiting list for this purpose. As soon as it becomes available again, this will be communicated to the Participant through an e-mail notification.

5.7 In order to make the most of the Quotation Requests, Moving24 recommends that Participants:

- contact the Applicant within one (1) working day.
- In case of no contact, make at least two (2) additional attempts, either by phone or e-mail.
- in the case of a complex assignment, make an appointment to view the assignment on-site within three (3) days at the latest.
- discuss the assignment details by phone (or e-mail) in case of a simple assignment.
- provide a competitive quotation after viewing or telephone discussion and send it to the Applicant by email or post free of charge.
- contact the Applicant within five (5) days, at a suitable time, to confirm the receipt of the quotation and inquire about their decision regarding the offers.
- comply with the agreements made and time limits set in the quotation.
- adhere to the standards as they apply within the profession.
- provide services of such quality as to meet the reasonable demands of the Applicant.
- provide proper aftercare to the Applicant.

## Article 6: Account

### 6.1 *Moving24*

6.1.1 At Moving24, applications that meet the Participant's Settings are immediately forwarded with the contact details of the Applicant; the Participant can directly respond to the Request for Offer.

6.1.2 Moving24 offers the possibility of setting a cap to set an upper limit on the invoice. The maximum can be an amount or number of Quotation Requests for Offers. Subject to reclaim behavior, in accordance with the terms stipulated in this agreement, if the maximum is exceeded, no additional Requests for Offers will be forwarded during that Period.

### 6.2 *Changing the Account*

6.2.1 The Participant can make changes via the online Account, by contacting Customer Service by phone or by sending an email to [usa@moving24.com](mailto:usa@moving24.com)

6.2.2 Moving24 shall process all changes within a maximum of two (2) working days after receipt thereof. Changes made via the online Account reflect immediately.

6.2.3 Moving24 reserves the right to refuse substantial changes regarding the Participant's account. The Participant will be notified within two (2) working days.

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6.2.4 The Participant in the Moving24 subscription may increase or decrease the maximum number of offer requests to be received at any time.

## 6.3 *Trial period*

6.3.1 The Trial Period constitutes a duration wherein a new Participant may avail themselves of the service either without incurring charges or under a discounted offer. This is contingent upon the prevailing promotions in effect at the time of registration.

6.3.2 Moving24 reserves the right to refuse a Participant the trial period, without giving any reason.

6.3.3 Moving24 reserves the right to refuse a Participant's application or to terminate the trial period prematurely for any reason, without giving any reason.

6.3.4 The Participant is entitled to a trial period only if Moving24 or another Skydreams B.V. website has not been used before.

6.3.5 Receipt of Quotation Requests during the trial period is not guaranteed.

## Article 7: Rates

7.1 Moving24 operates a flexible pricing system wherein the rates per Quotation Request may vary based on various factors, such as demand, supply, seasonality, or other relevant parameters. This is done with the express reservation of the right by Moving24 to adjust the rates per Offer Request in real-time, aiming to achieve an optimal balance between the needs of the Participant and Moving24.

7.2 Moving24 Participants automatically agree to the rates per Offer Request applicable at that time.

7.3 Moving24 is entitled to adjust subscription prices or its rate structure at any time. In case of such changes, the Participant will be notified by email at least ten (10) days before implementation. The foregoing does not apply to rates per Quotation Request for Offer. It may be changed by Moving24 at any time and without further notice unless it is expressly agreed in writing that rates per Request for Offer apply for a specific period.

7.4 If the Participant does not wish to agree to the change mentioned in Article 7.3, they have the right to terminate the agreement in the manner described above in Article 13.

7.5 Moving24 cannot claim any commission on amounts paid by Applicants to Participants for services performed by Participants.

7.6 All rates stated in the Account are in USD (\$) and are exclusive of government-imposed taxes and levies unless expressly stated otherwise in writing.

## Article 8: Invoicing and Payment

8.1 The Participant agrees to pay by direct debit or payment by invoice. In the case of direct debit, the amount due will be debited automatically within fourteen (14) days of the invoice date. If paid by invoice, the Participant must pay the amount due within fourteen (14) days of the invoice date.

8.2 The Participant of Moving24 will receive an invoice in the first week of the month for the Requests for Offer received in the preceding month. In the online Account and on the invoice, the Participant can view the Offer Requests received and claimed, specified by the unique numbers of the Offer Requests.

8.3 Objections to the invoice must be made known in writing or by e-mail no later than fourteen (14) days of the invoice date. Any corrections will be settled with the current month's invoice. This can be sent to [usa@moving24.com](mailto:usa@moving24.com).

8.4 If the Participant does not meet the set payment deadline, the Participant will be reminded to make payment. If the Participant does not comply with this reminder, the case will be handed over for collection and the account will be suspended.

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## Article 9: Information provided

9.1 The Participant is responsible for the information provided to Moving24 about the participant's company. Moving24 is not liable for any misconceptions or incorrect data. The Participant is also responsible for keeping the company information up to date.

9.2 The Participant undertakes to provide Moving24 with a valid and working email address. Requests for offers will be sent to this email address. Moving24 is not liable for any unreceived Quotation Requests. The Participant agrees to pay for all (Unblocked) Quotation Requests sent to the e-mail address provided by the Participant.

9.3 In accordance with the Companies Act, the Participant is required to register with the register of the respective state and have gone through the Federal Motor Carrier Safety Administration (FMCSA). The Participant undertakes to communicate the relevant USDOT number to Moving24.

9.4 It is the Participant's responsibility to demonstrate the accuracy and validity of their certifications and keep them up to date. Applicants are encouraged to make their own necessary verifications and checks before selecting a Participant. Moving24 cannot be held liable for any damages, losses, costs or claims arising from the Participant's actions, omissions or incorrect certifications on our platform. Applicants are responsible for taking necessary precautions and making informed decisions when selecting and hiring a Participant.

9.5 Moving24 does not accept any form of identity fraud. This includes using false identities, forging documents, or deliberately misleading other Participants and/or Applicants. If Moving24 suspects identity fraud, it reserves the right to take appropriate action, such as requesting additional documentation for verification.

9.6 Moving24 reserves the right to remove Participants from the platform if they are found to have provided false or misleading certifications. We appreciate feedback from Applicants to ensure the reliability and quality of our Participants.

## Article 10: Reclaims for Requests

10.1 To lodge a reclaim for a request, the Participant must submit a reclamation request via the Online Account within ten (10) calendar days of receiving the quotation offer request. Moving24 will assess the reclamation request based on Article 10.2 to determine its acceptance. An email confirming the proper receipt of the claim will be sent by Moving24. Monthly evaluations will be conducted to determine whether the claim is eligible for crediting. The terms specified in Article 10.4 of these general terms and conditions will apply. Detailed specifications will be outlined on the invoice.

10.2 Reclamations of Quotation Requests shall be duly acknowledged under the following circumstances:

### **Duplicate quote request**

This quote request was already received from our platform in the previous 30 days

### **Invalid contact details**

The quote request contains an invalid phone number and email address

### **Wrong category type**

The quote request received does not match the category settings you selected

### **Wrong service**

The quote request is searching for a service not currently offered on our platform

### **Project date unreasonable**

The requested completion date is either too close (within 5 working days) or too distant (over 12 months)

### **Does not match my filter**

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The quote request did not match my current filter criteria at the moment the lead was received

## **Project completed**

The quote request, despite being contacted within 24 hours, had already been completed.

## **Incorrect work location**

The quote request you received does not align with the location settings you selected

10.3 The Participant is encouraged to initiate reclamation of the request, where feasible, within the respective month. In the event, Moving24 receives reclaim requests pertaining to offer requests from the preceding month, such requests, if accepted, will be reconciled in the invoice for the current month.

10.4 The system will credit the claimed offers up to a maximum determined at the sole discretion of Moving24 based on various factors such as demand, supply, seasonality, behaviour or other relevant parameters.

10.5 Participants are not allowed to submit any reclaims after an account has been canceled.

## **Article 11: Offers and discounts**

11.1 Moving24 provides an offer per Participant only once, regardless of the number of accounts at Skydreams B.V. under the trade names Moving24, Homedeal, and Weddingspaces offered services.

11.2 Moving24 reserves the right to change or withdraw offers or grant discounts.

11.3 Moving24 cannot be held to its offers if the Participant should have understood that the offer, or any part thereof, contained an obvious mistake or typographical error.

11.4 An offer cannot be used in conjunction with any other offer.

11.5 If the Participant cancels their account, the offers and discounts granted will lapse from the date of cancellation.

## **Article 12: Temporary cessation of account**

12.1 The Participant has the option of temporarily stopping the account on Moving24. In doing so, the Participant retains their working area. Our Fair Use Policy helps us limit behavior that exploits the services we offer, our business and the environment. As a result, we reserve the right to refuse or cancel accounts from participants exhibiting exploitative or suspicious behavior.

12.2 Pausing the account can be executed through the Online Account or requested by the participant in email form to [usa@moving24.com](mailto:usa@moving24.com).

## **Article 13: Contract duration and termination**

13.1 Agreements may, at the parties' discretion, be concluded orally, in writing, by telephone, electronically or otherwise. Moving24 decides - at its sole discretion - which method of creation it does and does not agree with. The Agreement between the parties is binding, regardless of how it is reached.

13.2 Moving24 does not apply a minimum duration. The Participant in Moving24 may cancel the account at any time with immediate effect.

13.3 A Participant in Moving24 may cancel the account on Moving24 by email, changing the status of the account in the online account or in urgent cases by telephone. Moving24 will process the discontinuation of the account within a maximum of two (2) working days from its receipt. The Participant is required to pay for Quotation Requests sent in the period between the email or phone request for discontinuation and the actual time of discontinuation of the account. Cancellation of the account by changing the status in the online account will result in real-time cancellation.

13.4 Each Participant acknowledges that at the time of cancellation of the account, all outstanding amounts

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to Moving24 are still due and payable.

13.5 Moving24 reserves the right to exclude any company from participation at any time without prior notice and without giving any reason.

13.6 In the event of prolonged inactivity of twelve (12) months during Moving24, Moving24 may choose to terminate the account.

## Article 14: Reviews

14.1 An Applicant has the option to add a review to the Company Profile of the Participant with whom they have been in contact about work to be performed. In the review, the details requested there are provided by the Applicant. The Applicant will comply with the Terms and Conditions Reviews as published by Moving24 when posting a review.

14.2 The content of a review is determined by an Applicant, and Moving24, in principle, has no influence on it. Applicant is aware that reviews on a Participant do not guarantee the quality of a Participant and the work to be performed by them. Moving24 cannot be held responsible for the content of reviews. Moving24 will not be liable for any damages arising from an Applicant's reliance on a review published on the Platform or otherwise arising from a review.

14.3 Moving24 is entitled to remove or modify a review at any time at the request of the Applicant. Moving24 may, but not exclusively, do so if, following a report, it appears that the review is incorrect, unreliable or unlawful, or otherwise does not comply with Moving24's conditions.

14.4 In addition to the other provisions of these General Terms and Conditions, a review must in any case comply with the following conditions:

- (a) a review must not contain defamatory, vulgar, obscene or racist language;
- (b) a review must not contain personal details of a Participant or any other Applicant or natural person;
- (c) a review may not contain links and/or scripts;
- (d) a review may not contain false or misleading information; and
- (e) a review must be added by the Applicant and must relate to the Participant from whom the Applicant has received a response and/or with whom the Applicant has entered into an agreement.

14.5 Moving24 performs a number of steps to ensure that reviews are placed by Applicants who have had the order (partially) completed by the relevant Participant. To post a review, Applicants must have placed an Application, and have identified the Participant on the Platform as the one who accepted and/or (partially) performed the order. Moving24 does not allow paid or sponsored reviews and all Reviews are therefore posted voluntarily, without reward or payment. Moving24 publishes all valid Reviews posted.

## Article 15: Liability

15.1 The Participants will inform themselves of changes to the general terms and conditions by consulting them regularly.

15.2 Moving24 will never be liable for claims relating to a dispute between Applicant and Participant as part of a Participant's contract with, or provision of a service to, an Applicant. The Participant shall indemnify Moving24 in the event of any dispute that may arise between the Applicant and the Participant regarding a failure to perform an obligation of the Participant towards the Applicant.

15.3 Moving24 is not a party to the agreements concluded between Participants and Applicants whether or not through the Moving24 website. Moving24 does not offer any guarantee with regard to: the level of interest of Applicants, the desire to carry out an order, the creditworthiness or ability of Applicants to pay Participants, the accuracy of the information offered by Applicants, the formation of an actual agreement for the provision of services between the Participant and the Applicant.

15.4 Moving24 will in no case be liable for the damage suffered by the Participant under the agreement entered into with Moving24 however named.

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15.5 Moving24 is entitled to put the Platform (temporarily) out of use or to limit its use in the event that, for example, this is necessary or desirable for the maintenance or modification of the Platform, without this giving rise to any right to compensation towards Moving24. Moving24 is not obliged to inform Participants about this (in advance or otherwise).

## Article 16: Right of ownership

16.1 The name, trademarks and logos of Moving24 and (the content of) websites published by Moving24 are the property of Moving24 and may never be used or reproduced in any way without Moving24's prior written consent. The Participant agrees that the data they provide to Moving24, with the exception of the Participant's names, trademarks and logos, become the exclusive property of Moving24. Moving24 is entitled to publish this data in whole or in part on websites published by Moving24 or in marketing documents without owing any compensation to the Participant. The Participant authorizes Moving24 to publish through an online or offline medium the following: their name and company name, their profile on Moving24, their qualifications and their memberships of associations or federations, their logos and trademarks, their comments and reviews on Moving24's services, comments, reviews, photos and satisfaction scores of Applicants as well as photos offered by the Participant to Moving24 to promote the Participant's or Moving24's services. The Participant warrants that they own all rights to the content provided to Moving24 and that such content does not infringe any intellectual property rights of third parties. Moving24 reserves at all times the right to refuse or remove any content suspected to be non-compliant with editorial regulations or to violate the intellectual property rights of third parties.

16.2 Moving24 may use a survey to ask Applicants for comments, ratings, photos and satisfaction scores regarding services performed by Participants. For this purpose, the Participant accepts that Moving24 contacts the Participant's customers. The Participant accepts that all information obtained by Moving24 through this means becomes the exclusive property of Moving24 and may be published in whole or in part on websites published by Moving24 or in marketing documents without any compensation to the Participant. The Participant accepts that Applicants may provide comments and assessments on the services provided. Moving24 is in no way liable for comments, reviews, photos and satisfaction scores of Applicants published on websites published by Moving24. Furthermore, the Participant accepts that they are not authorized to reproduce, publish, use or advertise such information without Moving24's prior written consent. Any unapproved use of the above information may result in legal action, termination of the Participant's account on Moving24 and dissolution of the relevant agreement.

## Article 17: Indemnification

17.1 The Participant indemnifies Moving24 including shareholders directors, Participants, Moving24 staff, legal successors and assignees (the Indemnified Parties) against all third-party claims, however, named and of whatever nature, which are in any way, directly or indirectly, related to the work performed by the Participant for Applicants or relations thereof.

## Article 18: Privacy

18.1 The Participant must comply with the rules regarding the General Data Protection Regulation (GDPR). The offer requests received by the Participant from Moving24 may not be forwarded to third parties and may only be used for the purpose for which the personal data was provided, i.e. the provision of a quotation offer. The transfer of offer requests by the Participant to third parties, whether free or for a fee, or to other service providers or subcontractors, is strictly prohibited. If Moving24 should notice this, the Participant's account will be discontinued and a fine of \$ 500 per offer request forwarded will be imposed.

## Article 19: Partial nullity

19.1 If one or more of the provisions or a part thereof of these general terms and conditions or any part of the underlying agreement should be null and void or annulled, the content of the provisions of these general terms and conditions will not be affected in any other respect, or the underlying agreement remain intact.

19.2 The following articles remain applicable as post-contractual clauses if the agreement has been terminated

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regardless of the manner: 8.1 - 8.4, 10.5, 15.2 - 18.1, 19.1 - 19.2.

## **Article 20: Applicable law**

20.1 All disputes arising from or relating to an agreement between Moving24 and the Participant, or related thereto, will be exclusively adjudicated by the competent court of the Central Netherlands District Court unless Moving24 prefers to submit the dispute to the competent court of the Participant's domicile.

20.2 These general terms and conditions are governed by the law of the United States.