



# GENERAL TERMS AND CONDITIONS

for the provision of services under the FLATIO® brand

(the "T&C")

*Flatio, s.r.o., with its seat at Dominikánské náměstí 187/5, 602 00 Brno, Czech Republic, ID No. 038 88 703, e-mail: info@flatio.com, phone: +44 7723 495945 (the "Operator") operates an information system accessible at the flatio.com domain and its country-specific mutations (collectively hereinafter "FLATIO®"). FLATIO® lets owners, managers, and tenants ("Housing Providers") of premises suitable for accommodation ("Housing Premises") offer such premises for rent to persons who are interested in renting Flats under temporary leases for purposes other than housing and for vacation purposes ("Housing Seekers").*

## 1. About FLATIO®

1.1 FLATIO® contains basic information on **Housing Premises** (i.e., in particular, photographs, a description of the fixtures and furnishings, the amount of rent, and the wording of the lease agreement). FLATIO® allows Housing Seekers to browse the **Housing Premises** on offer; registered Housing Seekers then may communicate and enter into an agreement with individual Housing Providers on the use and enjoyment of the **Housing Premises** on offer (the "**Lease Agreement**"). The Operator reserves the right to check the content of FLATIO® in order to detect violations of the rules set out in these T&C and the relevant Lease Agreements.

1.2 When signing up for FLATIO®, Housing Seekers tick a box to confirm that they have read and accepted these T&C. The precise current wording of the T&C is posted at <https://www.flatio.com>. The Housing Seekers are liable for making true and complete statements during registration. Entering misleading data qualifies as a material breach of the subsequently concluded Lease Agreement and may lead to serious legal consequences, in particular the invalidity of the Lease Agreement and the right to a compensation. The Operator reserves the right to cancel reservations and to deactivate an user account in the case of violation of the FLATIO® rules.

1.3 By ticking the relevant box, the Housing Seeker consents to the processing of their personal data by the Operator.

1.4 The Operator acts as intermediary facilitating the conclusion of a Lease Agreement both vis-a-vis the Housing Seeker and vis-a-vis the Housing Provider. The Operator seeks to make the conclusion of Lease Agreements via FLATIO® as simple and straightforward as possible. Lease Agreements, once made, are easily managed within FLATIO®; rent is paid via cashless transfer or by payment card through

FLATIO®. Neither the Operator nor the Housing Provider will be responsible for any direct or indirect damage that may occur as a result of the use made by the Housing Seeker of the Housing Premises, including damages or losses caused by fire, theft or criminal behavior. The Housing Seeker is fully liable to the Housing Provider for damages caused in the **Housing Premises** during the lease.

1.5 Any expenses associated with concluding the Lease Agreement and performing under the same are to be borne by the Housing Seeker and by the Housing Provider.

1.6 If the Housing Seeker is entitled to a refund of the rent overpayment due to a change of the Lease Agreement, the Housing Provider and the Housing Seeker are obliged to settle financial commitments without the Operator's participation. The Operator is not responsible for any financial settlement due to changes to the applicable Lease Agreement.

## 2. FLATIO® Lease Agreement

2.1 The minimum duration of Lease Agreements brokered through FLATIO® is 14 consecutive days. If the term of the lease is shorter than 30 days, then rent is calculated as the product of the price per day and the number of days for which the lease lasts.

2.2 Rent as stated on FLATIO® represents the full and final amount to be paid for 30 days. Incidental expenses in connection with the utilities and services associated with the use and enjoyment of the **Housing Premises** (such as gas, electricity, water, sewage fees, and concierge services) are included in the rent and will not be billed separately unless the relevant Lease Agreement provides otherwise.

2.3 If a registered Housing Seeker is interested in renting a particular **Housing Premises**, they shall send a reservation request (the "**Reservation Request**") to the Housing Provider via FLATIO®, along with the Housing Seeker's registration data (to the extent that this is necessary for the Housing Provider to decide whether or not to accommodate the Reservation Request).

2.4 The Housing Provider has 24 hours to accept the Reservation Request (whereas this time period may be extended by another 24 hours upon instruction by the Housing Seeker). The Housing Provider may reject the Reservation Request even without giving reasons.

2.5 If the Housing Provider does not confirm the Reservation Request within the above-mentioned time period or if the Housing Provider rejects the Reservation Request, then the Operator shall dispatch the instruction for the Housing Seeker's bank to unblock the funds within one hour from the lapse of the above-referenced deadline. The time needed for unblocking the funds corresponding to the Reservation Fee depends on the business practices of the specific bank of the Housing Seeker; as a rule, the money will be released within two to five banking days.

2.6 If the Housing Provider accepts the Reservation Request, the Operator shall promptly notify the Housing Seeker.

2.7 By accepting the Reservation Request, the Housing Provider makes an offer to enter into a Lease Agreement, which is being sent to the Housing Seeker for

acceptance via FLATIO®. The wording of this Lease Agreement must in all material aspects correspond to the language posted on FLATIO® as a part of the given offer of a **Housing Premises**. The number of persons specified in the reservation is binding and may not exceed the maximum capacity of the **Housing Premises**, otherwise the Housing Provider may terminate the Lease Agreement with immediate effect on the date of delivery of the written notice.

2.8 As of the moment of acceptance of the Reservation Request, a 24-hour protection period commences for the welfare of the Housing Seeker during which the Flat Seeker may accept the offer to enter into the Lease Agreement.

2.9 The offer to enter into the Lease Agreement is deemed accepted by the Housing Seeker as of the moment in which the last of the following requirements has been satisfied:

- (a) The Housing Seeker fills in the required particulars on FLATIO®, which will then be inserted into the draft Lease Agreement (the final wording of which is then being generated for the Housing Seeker to review),
- (b) On FLATIO®, the HousingSeeker clicks on the button for the signing of the Lease Agreement, and
- (c) By entering the confirmation code which the Housing Seeker receives via verification text message, the Housing Seeker accepts the offer of the Lease Agreement (by clicking on the button "I accept the proposed Lease Agreement").

In the next step, theHousing Seeker uploads a scan copy of their personal ID (ID card, passport) to FLATIO®. As of this moment, the Lease Agreement comes into valid existence; however, its effectiveness is being suspended and subject to a condition subsequent.

2.10 The Housing Seeker must pay an amount to the Operator equal to the first rent payment under the Lease Agreement ("**First Rent Installment**"), and must do so promptly upon entering into the Lease Agreement and in any case no later than within 24 hours from acceptance of the Reservation Request by the Housing Provider. As of the moment in which the First Rent Installment has been duly and fully paid, the Lease Agreement becomes effective. The above time period may be extended by an additional 24 hours upon the Housing Provider's instruction. For the first 24 hours after acceptance, the Housing Provider must not let the Apartment in question to another Housing Seeker or to any third party. TheHousing Seeker must pay a service fee for using FLATIO® ("**Service Fee**") at the same time as the First Rent Installment. The Service fee (amount and maturity) is specified by the Operator before conclusion of the Lease Agreement. The final text of the Lease Agreement is available on FLATIO® and sent to the user's email.

2.11 If the Reservation Request is made on the same day as the start of the Lease Agreement, the deadlines specified in clauses 2.9 and 2.10 are reduced from 24 to 3 hours.

2.12 If the HousingSeeker fails to discharge its obligation to pay the First Rent Installment in accordance with the Lease Agreement and the Service Fee, then the Lease Agreement will be considered rescinded ex tunc (subject to a different

agreement between the Parties). If the HousingSeeker discharges its obligation to pay the First Rent Installment and the Service Fee only after the time period for payment has lapsed but the Housing Provider does not invoke the rescission of the Lease Agreement within the next 24 hours, the condition subsequent has not been fulfilled and the Lease Agreement is deemed to be in continuous existence.

2.13 The Housing Seeker may terminate the Lease Agreement without any reason and without a notice period pursuant to a written notice before the day of the handover of the **Housing Premises**. The Operator shall send a proportional part of the already paid First Rent and Service Fee back to the Housing Seeker in the amount specified in the cancellation policy in detail of the offer in FLATIO® and subsequently expressed in the Reservation Request related to a specific Lease Agreement. The remaining part of the First Rent already paid becomes compensation for costs associated with termination of the Lease Agreement and as a contractual penalty for the Housing Provider.

The Operator may unilaterally set off its own receivables vis-a-vis the Housing Seeker and the Housing Provider against their receivables vis-a-vis the Operator.

2.14 The Housing Provider may terminate the Lease Agreement without any reason and without a notice period pursuant to a written notice before the day of the handover of the **Housing Premises**. The First Rent and the Service Fee are returned to the Housing seeker in full. The Housing Provider is obliged to pay the Operator a contractual penalty in the amount of:

- (a) 50% of the First Rent Installment, if the termination occurred on the 29.-14. day (including these days) before the commencement of the lease;
- (b) 100% of the First Rent Installment, if termination occurs 13 and less days before the commencement of the lease.

2.15 If the Lease Agreement terminates prematurely after moving in, the Service Fee will not be refunded. If the Rental Agreement is prematurely terminated by the Housing Provider, the Housing Seeker is entitled to a discount on another Service Fee in a proportionate part corresponding to the shortened period of the originally agreed Lease Agreement.

2.16 All Fees related to payments (currency conversions etc.) are always paid by the transferor.

2.17 The House Rules and the handover protocol (including all schedules) are an integral part of the Lease Agreement. These documents shall be submitted by the Housing Provider to the Housing Seeker.

2.18 The FLATIO® Housing Provider may require a deposit in accordance with the requirements imposed by the relevant national, regional and local legislation. If the deposit is not mandatory, it may only be required for contracts lasting 180 days or more. By accepting these T&C, the Housing Seeker agrees that any damage caused by them or any of his companions will be deducted, given the case from the deposit and that it will also be liable for any damages whose amount exceeds the value of the deposit. The Housing Provider will refund the deposit by bank transfer within a period of no more than 30 days after the end of the contract, as long as the Housing Seeker leaves the apartment clean and in good condition after the final inspection.

### 3. Rights and Obligations of the Housing Seeker as the Future Tenant

3.1 The Operator grants the Housing Seeker the right to withdraw from the Lease Agreement after the handover until 8:00 p.m. on the day which follows the date of handover of the **Housing Premises**, if the **Housing Premises** specifications on FLATIO® do not fundamentally match the actual state of affairs and the state can't be solved immediately. The right to withdraw from the Lease Agreement does not arise if the reason for the withdrawal is not: a) the fact that it is a different Apartment or b) a major hygienic shortage of the Apartment from the offer (e.g. humidity and mold in the Apartment, heating, electricity or water malfunction) and the Housing Provider solves the problem within 48 hours of handing over the apartment (e.g. restore the functionality of the television signal, retrofit the apartment according to the information stated in the offer, or agree on a rent discount with the Housing Seeker). The Housing Seeker is obliged to notify the Operator of the withdrawal by telephone or email and to prove the reasons for the withdrawal.

3.2 If the Housing Seeker withdraws from the Lease Agreement in accordance with clause 7 of these T&C, or if the Housing Provider refuses to hand over the **Housing Premises** to the Housing Seeker based on a valid and effective Lease Agreement, the Housing Seeker is entitled to:

- (a) The reimbursement of the costs of 7 days of comparable substitute housing (the Lease Agreement price / day under + max 25%),
- (b) Active support by the Operator during the hunt for other suitable **Housing Premises** in a similar price bracket and in a similar location,
- (c) Refund of the Service Fee.

3.3 The Operator shall pay out the expenses for substitute housing retroactively, after it has brought light into the matter.

### 4. Final Provisions

4.1 If any of the provisions of these T&C is or becomes invalid or inoperative, then any such invalid provisions shall be replaced by a new provision which best approximates the invalid provision in terms of its purpose. The invalidity or inoperativeness of individual provisions has no bearing on the validity of the remaining provisions.

4.2 The offerings of **Housing Premises** published on FLATIO® contain data provided by the individual Housing Providers. The Operator is not liable for the accuracy, completeness, and truthfulness of the offers and the information contained therein. However, the Operator provides the Housing Seeker with a warranty for such cases, in accordance with these T&C.

4.3 The offers of **Housing Premises** on FLATIO® are non-binding. The Housing Seeker acknowledges that the contractual relationship created by the Lease

Agreement is strictly between them and the Housing Provider. The Operator assumes no liability vis-a-vis the HousingSeeker for a violation of duties of the Housing Provider under the Lease Agreement. The Operator is entitled to check compliance with these T&C using keywords in the FLATIO® system.

4.4 The Housing Providers and the HousingSeekers can rate each other via FLATIO®. The evaluation is accessible to the Operator and users of the FLATIO®.

4.5 These T&C are governed by and constructed in accordance with Czech law. If the House Provider and the Housing Seeker are acting as a consumer and if mandatory statutory consumer protection regulations in its country of residence contain provisions that are more beneficial to them, such provisions shall apply irrespective of the choice of Czech law. As a consumer, the House Provider and the Housing Seeker may bring any judicial proceedings relating to these T&C before the competent court of its place of residence or the competent court of Flatio's place of business in Czech Republic. If Flatio's wishes to enforce any of its rights against the House Provider and the HousingSeeker as a consumer, we may do so only in the courts of the jurisdiction in which the House Provider and the HousingSeeker are a resident. If the House Provider and the Housingt Seeker are acting as a business, the House Provider and the Housing Seeker agree to submit to the exclusive jurisdiction of the Czech courts.

4.6 The Housing Provider is responsible for understanding and complying with any laws, rules, regulations and contracts with third parties that apply to its Housing Premises. The information that Flatio provides regarding legal requirements is for informational purposes only; the Housing Provider should independently confirm its obligations. The Housing Provider is responsible for handling and using personal data of the Housing Seeker and others in compliance with applicable privacy laws.

4.7 The Operator reserves the right to deliver the services and the website in our sole and absolute discretion. The Operator warrants that the information in the website is provided "as is" and without any warranty or condition, whether express, implied or statutory. Unless the Housing Seeker and the House Provider are consumers, the Operator specifically disclaims any implied warranties of title, merchantability, or fitness for a particular purpose. The Operator specifically disclaims any implied warranties for non-infringement. The Operator assumes no liability or responsibility for any errors or omissions in the website or platform or provision of the services; any failures, delays or interruptions in the website or platform; any losses or damages arising from the use of the services or website; any conduct by users of the services or website or the the platform.

4.8 This clause only applies if the House Provider and the Housing Seeker are a business and not a consumer. The Operator, its shareholders, directors, officers, employees or agents shall not be liable (jointly or severally) to the House Provider and the Housingseeker for:

- (a) loss of profits, business or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss, arising out of or in connection with the

services provided by Flatio, and whether or not advised of the possibility of damage.

4.9 This clause only applies if the House Provider and the Housing Seeker are a consumer. If Flatio fails to comply with these T&C, the Operator is responsible for the loss or damage House Provider and the Housing Seeker suffer that is a foreseeable result of the Operator's breach of these T&C or his negligence, but the Operator is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by the House Provider and the Housing Seeker and the Operator at the time we entered into these T&C.

The Operator has no liability to the House Provider and the Housing Seeker for any loss of profit, loss of business, business interruption, or loss of business opportunity.

4.10 The House Provider and the Housing Seeker acknowledge and agree that the Operator is not responsible for the accuracy of any information published on the website by users and does not warrant that any information appearing on the website is accurate, true or complete. The Operator specifically excludes liability for any loss, harm, distress or damage suffered by the House Provider and the Housing Seeker or any third party as a result of inaccurate information appearing on the website.

4.11 If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

4.12 Versions provided in any other than local language of the Housing Premises are for informational purposes only and are not an integral part of the legal transaction. If there are deviations between the local and foreign language versions, only the local version shall prevail.

4.13 The Operator is entitled to change these T&C. FLATIO® users must be notified by email and are entitled to decline the changes within 10 days of the notification. The new T&C must be published on [www.flatio.com](http://www.flatio.com). The changes become effective as of the date of the change.

These T&C come into force and effect as at the day on which they are published on the website of Flatio, s.r.o.

Valid as from 22/03/2022