flatio

Overview

GENERAL TERMS AND CONDITIONS

for the provision of services to <u>Housing Seekers</u> under the Flatio® brand

(the "**GTC**")

*Flatio, s.r.o., with its registered office at Dominikánské náměstí 187/5, 602 00 Brno, Czech Republic, ID No. 038 88 703, e-mail: info@flatio.com, telephone: +44 7723 495945 (the "**Operator**") operates an information system accessible under the domain flatio.com and its country-specific subdomains (hereinafter collectively "Flatio® "). Flatio enables owners and managers ("**Housing Providers**") of fully-furnished premises suitable for housing ("**Housing Premises**") to offer them through application My Housing for rent to persons interested in renting them ("**Housing Seekers**") on a short- to long-term basis.*

1. About Flatio®

1.1   The Flatio® platform is used to conclude agreements for the use of the Housing Premises and contains basic information about the Housing Premises (i.e., including, but not limited to: photographs, a description of the furnishings, the amount of rent, and the wording of the lease agreement to be concluded between the Housing Provider and the Housing Seeker) and documents for the rental. Flatio® allows Housing Seekers to browse the Housing Premises listed on its platform. Registered Housing Seekers can then contact a Housing Provider and conclude an agreement with them for the use of the listed Housing Premises (the "***Lease Agreement***").

1.2   The Housing Seeker is obliged to provide true, current and complete information in the Flatio® platform. By ticking the relevant box, the Housing Seeker consents to the processing of their personal data by the Operator. The provision of incorrect data is considered a particularly serious breach of the subsequently concluded Lease Agreement and may lead to serious legal consequences, in particular the nullity of the Lease Agreement and a claim for damages. The Operator reserves

the right to review the content of Flatio® to determine violations of the rules set forth in this GTC document and the respective Lease Agreements. The Operator reserves the right to cancel reservations and deactivate a user account in case of violation of Flatio® rules.

1.3   The Operator acts as an intermediary that facilitates the conclusion of a Lease Agreement between the Housing Seeker and the Housing Provider. Lease Agreements are easily managed within Flatio®; rent is paid via cashless transfer or by payment card through Flatio®.

1.4   All costs related to the conclusion of the Lease Agreement and its execution shall be borne by the Housing Seeker and the Housing Provider. If the Housing Seeker is entitled to a refund of the overpaid rent due to a change in the Lease Agreement, the Housing Provider and the Housing Seeker shall be obliged to settle the financial obligations without the participation of the Operator.

1.5   The Operator shall not be liable to the Housing Seeker for any direct or indirect damages that may arise from the use of the Housing Premises, including damages or losses caused by fire, theft or criminal activity. The Housing Seeker is fully liable to the Housing Provider for damages caused in the Housing Premises during the lease.

2.   Flatio® Lease Agreement

2.1   Housing Premises listed are fully furnished and ready to move in. Utilities associated with the use of the Housing Premises (water, electricity, gas and wi-fi internet connection) are included in the rent up to 15% of the rent and are not billed separately to the Housing Seekers. If a Housing Seeker who has created an account on Flatio® is interested in renting a particular *Housing Premises*, they must send a reservation request (the "***Reservation Request***") to the Housing Provider through Flatio®, which automatically includes their registration data to the extent necessary for the Housing Provider to decide whether or not to consider and approve the Reservation Request.

2.2   The Housing Provider has 24 hours to accept the Reservation Request (although this period may be extended by another 24 hours upon the Housing Seeker's instructions). Changes to the equipment list after receipt of the Reservation for Request may be made by the Housing Provider only with the prior consent of the Housing Seeker.

2.3   The Housing Provider is entitled to reject a Reservation Request without giving a reason.

2.4   By accepting the Reservation Request, the Housing Provider makes an offer to conclude a Lease Agreement, which will be sent to the Housing Seeker via Flatio® for acceptance. The wording of the Lease Agreement must be consistent in all material respects with the wording published on Flatio® in the description of the listed Housing Premises. The number of persons indicated in the reservation is binding.

2.5   From the moment of acceptance of the Reservation Request, a 24-hour

protection period begins for the benefit of the Housing Seeker during which they can accept the offer to conclude the Lease Agreement.

2.6   The offer to conclude the Lease Agreement shall be deemed accepted by the Housing Seeker once the last of the following conditions is met:

   A. The Housing Seeker fills in the required information on Flatio®, which is then inserted into the draft Lease Agreement (the final wording of which is then generated fo review by the Housing Seeker),

   B. The Housing Seeker clicks on the appropriate button on Flatio® to approve the Lease Agreement, and

   C. By entering the confirmation code, which is sent by the Operator to the Housing Seeker, they accept the offer to sign the Lease Agreement (by clicking on the "I accept the proposed Lease Agreement").

Thereafter, the Housing Seeker uploads a scan copy of their personal ID on Flatio®. The Housing Provider ensures that the data in the Lease Agreement matches the data in the uploaded copy of the Housing Seeker's ID.

2.7   The Housing Seeker shall pay to the Operator a service fee, the first rent payment and the deposit (if applicable) under the Lease Agreement (together as "**First Payment**") immediately upon entering into the Lease Agreement and, in any event, no later than within 24 hours of the Housing Provider's acceptance of the Reservation Request. From the moment the prescribed payment has been duly and fully paid, the Lease Agreement shall come into force. The above period may be extended upon the Housing Provider's instruction/consent. If the Reservation Request is made less than 24 hours prior to the move-in time as set forth in the Lease Agreement, the time period for the above payment is reduced from 24 hours to 3 hours as of the acceptance of the Reservation Request. During the first 24 hours after acceptance of the Reservation Request, the Housing Provider must not rent the Housing Premises in question to another Housing Seeker or to a third party. The final text of the Lease Agreement is available on Flatio® and will be sent to the user's email.

2.8   If the Housing Seeker has signed the Lease Agreement and paid the First Payment, the contracting parties are bound by the Lease Agreement.

2.9   If the Housing Seeker fails to meet their obligation to pay the First Payment, the Lease Agreement shall be deemed canceled. If the Housing Seeker fulfills their obligation to make the First Payment after the deadline stipulated in point 2.7, but the Housing Provider doesn't exercise their right to cancel the Lease Agreement within the next 24 hours after the deadline stipulated in point 2.7. above, the Lease Agreement shall enter into force.

2.10   The Housing Seeker has the right to terminate the Lease Agreement before the date of move-in (handover of the Housing Premises) by giving notice with effect from the date of delivery to the Housing Provider. The Operator shall send back to the Housing Seeker an amount equal to a portion of the First Rent and Service Fee already paid in the amount specified in the cancellation conditions in the details of the offer in Flatio® and subsequently expressed in the Booking Request relating to the

specific Lease Agreement. The remainder of the First Payment shall serve as compensation for the costs associated with the termination of the Lease Agreement and as a penalty in favour of the Housing Provider.

2.11   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 Payment is returned to the Housing Seeker in full.

2.12   If the Housing Seeker terminates the Lease Agreement prematurely after moving in, the Service Fee will not be refunded. If the Lease 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.

2.13   The Operator may unilaterally set off its own receivables vis-a-vis the Housing Seekers against their receivables vis-a-vis the Operator. All Fees related to payments (currency conversions etc.) are always paid by the transferor.

2.14   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. Payment of the deposit is then a condition of the validity of the Lease Agreement. The Housing Provider will refund the deposit by bank transfer within a period of no more than 14 days after the end of the Lease Agreement, as long as the Housing Seeker leaves the apartment clean and in good condition after the final inspection, normal tear and wear considered. Otherwise, the Housing Provider is entitled to offset the damages or outstanding payments of the Housing Seeker under the Lease Agreement against the deposit.

2.15   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.

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 HousingSeeker is obliged to notify the Operator of the withdrawal by telephone or

email and subsequently provide the documents for the withdrawal.

3.2   The right to withdraw from the Lease Agreement arises only if the reason for withdrawal is:

    A.   the fact that the Housing Premises are different ones than the listing on Flatio®, or

    B. if there is a significant issue with the Housing Premises's hygiene or functionality (such as mold, lack of heating, electricity or water) and the Housing Provider does not fix the problem within 48 hours of the accommodation being handed over or does not agree on reducing the rent with the Housing Seeker.

3.3   If, pursuant to an agreement between the Housing Seeker and the Housing Provider, the Housing Premises are handed over later than the first day of the lease and the Housing Seeker fails to notify the Operator in writing of such agreement no later than the first agreed day of the tenancy, the provisions of Clause 3.1 shall not apply.

3.4   If the Housing Seeker withdraws from the Lease Agreement pursuant to 3.1; or if the Housing Provider refuses to deliver the Housing Premises to the Housing Seeker pursuant to a valid and effective Lease Agreement, the Housing Seeker shall have the right to

    A. payment of the cost of comparable replacement accommodation for a period of 7 days (price/day as per the Lease Agreement + max 25%),

    B. the Operator's assistance in finding new suitable accommodation in a similar price range and location,

    C. refund of the Service Fee.

3.5   The Operator shall pay out the expenses for substitute housing retroactively, after it has brought light into the matter. The Housing Seeker is obliged to provide supporting documents necessary for the reimbursement without delay; if he fails to do so within 14 calendar days from the first day of moving in the alternative accommodation, he loses the right to reimbursement of the costs.

4.   Final Provisions

4.1   If any provision of this GTC document is or becomes invalid or ineffective, such invalid provision shall be replaced by a new provision that most closely reflects the intent of the invalid provision. The invalidity or ineffectiveness of individual provisions shall not affect the validity of the remaining provisions.

4.2   The offers 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 GTC.

4.3   The House Seeker acknowledges that the Lease Agreement is a contractual

relationship solely between him and the Housing Provider. The Operator shall not be liable to the Home Seeker for any breaches of the Housing Provider's obligations under the Lease Agreement.

4.4   The Housing Providers and the Housing Seekers can rate each other via Flatio®. The rating is accessible for the Operator and users of the Flatio®.

4.5   The Operator has the right to publish advertisements for the listed Housing Premises by a third party and to publish reviews by Housing Seekers of the Housing Premises, including photographs.

4.6   This GTC document is governed by and prepared in accordance with Czech law. If the Housing Provider and the Housing Seeker act as consumers and mandatory statutory consumer protection provisions in their country of residence contain provisions that are more favorable to them, these provisions shall apply regardless of the choice of Czech law. The Housing Provider and the Housing Seeker may, as consumers, bring all legal proceedings in connection with this GTC document before the competent court of their place of residence or the competent court of Flatio®'s place of business in the Czech Republic. If Flatio® intends to enforce its rights against the Housing Provider and the Housing Seeker as consumers, we can only do so in the courts of the country where the Housing Provider and the Housing Seeker are domiciled. If the Housing Provider and the Housing Seeker act as a company, the Housing Provider and the Housing Seeker agree to submit to the exclusive jurisdiction of the Czech courts.

4.7   The Housing Provider is responsible for understanding and complying with all laws, rules, regulations, and third party contracts applicable to its Housing Premises. The information provided by Flatio® regarding legal requirements is for informational purposes only. The Housing Provider should independently ascertain its obligations. The Housing Provider is responsible for handling and using the personal data of the Housing Seeker and other persons in accordance with applicable data protection laws.

4.8   The Operator reserves the right to provide the services and content of the website at its sole and absolute discretion. The Operator warrants that the information on the website is provided "as is" and without any express, implied, or statutory warranty or condition. Unless the Housing Seeker and the Housing Provider are consumers, the Operator expressly disclaims any implied warranties of title, merchantability, or fitness for a particular purpose. The Operator expressly disclaims any implied warranty of non-infringement. The Operator assumes no liability or responsibility for any errors or omissions on the website or the platform or for the provision of the services; for any failures, delays or interruptions of the website or the platform; for any loss or damage arising from the use of the services or the website; for the conduct of the users of the services or the website or the platform.

4.9   This clause applies only when the Housing Provider and the Housing Seeker are a company and not a consumer. The Operator, its shareholders, directors, officers, employees, or agents shall not be liable (jointly and individually) to the Housing Provider and the Housing Seeker for:

     A.   loss of profits, business, or revenue;

B. loss or corruption of data, information, or software;

C. loss of business opportunities;

D. loss of anticipated savings;

E. loss of goodwill; or

F. any indirect or consequential damages arising out of or in connection with the services provided by Flatio®, whether or not advised of the possibility of damages.

4.10　This clause applies only if the Housing Provider and the Housing Seeker are consumers. If Flatio® fails to comply with this GTC document, the Operator shall be responsible for any loss or damage suffered by the Housing Provider and the Housing Seeker that is a foreseeable consequence of the Operator's breach of this GTC document or its negligence. But the Operator shall not be responsible or liable for any loss or damage that isn't foreseeable. Loss or damage shall be deemed foreseeable if it's a clear consequence of a breach of this GTC document or if the Housing Provider, Housing Seeker and Operator were aware of the possibility of such loss or damage when they agreed to this GTC document.

4.11　The Operator isn't liable to the Housing Provider and the Housing Seeker for loss of profit, loss of business, interruption of business or loss of business opportunities.

4.12　The Housing Provider and the Housing Seeker acknowledge and agree that the Operator isn't responsible for the accuracy of the information published by the users on the website and doesn't guarantee that the information on the website is accurate, true, or complete. The Operator expressly disclaims liability for any loss, damage, distress, or harm caused to the Housing Provider and the Housing Seeker or any third party as a result of any inaccurate information on the website.

4.13　If a competent authority finds any part of this section unenforceable, liability shall be limited to the maximum extent permitted by applicable law.

4.14　Versions of the GTC document in a language other than the local language of the Housing Premises are for information only and not legally binding. If there are any differences between the local version and a foreign language version, the local version will be considered the correct one.

4.15　Immediately after the registration in the Flatio® application, the Operator offers its services to the Housing Seeker and the Housing provider, which consist in mediating the possibility of booking a Housing Premises and concluding a Lease Agreement. When registering, Flatio® users agree to receive services from the Operator. The Housing Seeker and the Housing Provider acknowledge that they, as consumers, aren't entitled to a refund of the Service Fee, as the Operator has already provided the above services to them before the payment of the Service Fee.

4.16　The Operator is entitled to change this GTC. All the Flatio® users must be notified by email and have the right to reject the changes within 10 days of notification. If the Flatio® users do not reject the revised GTC within that period, they become effective for them. The new GTC document must be published on www.flatio.com. The changes are effective from the date specified in the updated document published on

the Flatio® website.

This version is valid from 01/03/2024