# 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 (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 ("**Flats**") offer such premises for rent to persons who are interested in renting Flats under mid-term leases ("**Flat Seekers**").*

## 1.    About FLATIO®

1.1 FLATIO® contains basic information on Flats (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 Flat Seekers to browse the Flats on offer; registered Flat Seekers then may enter into an agreement with individual Housing Providers on the use and enjoyment of the Flats on offer (the "Lease Agreement").

1.2 When signing up for FLATIO®, Flat 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. Flat 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 Flat 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 Flat 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 may be paid primarily via cashless transfer or by card through FLATIO®. The Flat Seeker is fully liable to the Housing Provider for damages caused in the Flat during the lease.

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

1.6 If the Flat Seeker is entitled to a refund of the rent overpayment due to a change of the Lease Agreement, the Housing Provider and the Flat 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 Flat (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 Flat Seeker is interested in renting a particular Flat, they shall send a reservation request (the "Reservation Request") to the Housing Provider via FLATIO®, along with the Flat 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 Upon submitting the Reservation Request, the Flat Seeker must pay a reservation fee of EUR 19 (the "Reservation Fee") to the Operator. The Operator may block an amount equal to the Reservation Fee using the services of a payment gateway operator. The Flat Seeker becomes obliged to pay the Reservation Fee to the Operator as at the moment in which the Reservation Request is sent to the relevant Housing Provider.

2.5 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 Flat Seeker). The Housing Provider may reject the Reservation Request even without giving reasons.

2.6 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 Flat Seeker becomes entitled to a refund of the Reservation Fee. The Operator shall dispatch the instruction for the Flat 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 Flat Seeker; as a rule, the money will be released within two to five banking days.

2.7 If the Housing Provider accepts the Reservation Request, the Operator shall promptly notify the Flat Seeker, and as of this moment the Reservation Fee is no longer refundable (with the exception of cases specifically provided for in these T&C).

2.8. By accepting the Reservation Request, the Housing Provider makes an offer to enter into a Lease Agreement, which is being sent to the Flat 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 Flat. The number of persons specified in the reservation is binding and may not exceed the maximum capacity of the Flat, otherwise the Housing Provider may terminate the Lease Agreement with immediate effect on the date of delivery of the written notice.

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

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

> (a) The Flat 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 Flat Seeker to review),

> (b) On FLATIO®, the Flat Seeker clicks on the button "Sign the Lease", and

> (c) By entering the confirmation code which the Flat Seeker receives via verification text message, the Flat Seeker accepts the offer of the Lease Agreement (by clicking on the button "I accept the proposed Lease Agreement").

In the next step, the Flat 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.

2.11 The Flat 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 Flat Seeker or to any third party. The Flat 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.

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

2.13 If the Flat Seeker 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 Flat Seeker 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.

2.14 The Flat 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 Flat. The Reservation Fee is not refundable. The Operator shall send a proportional part of the already paid First Rent and Service fee back to the Flat 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 a 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 Flat Seeker against the Flat Seeker's receivables vis-a-vis the Operator.

2.15 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 Flat. The Reservation Fee, the First Rent and the Service Fee are returned to the Flat 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 occured on the 29. - 14. day (including these days) before the commencement of the lease;

(b) 100% of the First Rent Installment, if termination occures 13 and less days before the commencement of the lease.

2.16 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 Flat 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.

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

2.18 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 Flat seeker.


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

3.1 The Operator grants the Flat 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 Flat, if the Flat specifications on FLATIO® do not fundamentally match the actual state of affairs and the state can´t be solved immediately. 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 (eg humidity and mold in the Apartment, heating, electricity or water malfunction) and the Housing Provider will solves the problem (eg 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 Flat Seeker); The Flat 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 Flat Seeker withdraws from the Lease Agreement in accordance with Article 3.1 of these T&C, or if the Housing Provider refuses to hand over the Flat to the Flat Seeker based on a valid and effective Lease Agreement, the Flat 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 Flats in a similar price bracket and in a similar location,

(c) Refund of the Reservation and 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 Flats 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 Flat Seeker with a warranty for such cases, in accordance with these T&C.

4.3 The offers of Flats on FLATIO® are non-binding. The Flat 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 Flat Seeker for a violation of duties of the Housing Provider under the Lease Agreement.

4.4 The Operator is entitled to change these T&C. FLATIO® users must be notified by e-mail are entitled to decline the changes within 10 days of the notification. The new T&C must be published on www.flatio.com. The changes become effective as of the date of the change.


In Brno on 3. 4. 2020


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.