



# flatlight

## Terms & Conditions Flatlight

### 1. Scope & Contractual Partner

1. These General Terms and Conditions, hereafter referred to as GTC, apply to all contracts regarding the temporary rental of apartments for accommodation concluded between flatlight (represented by DBS Home GmbH) and third parties (guest), as well as for all other services and deliveries provided by the aforementioned company.
2. The contractual partner of the guest is the DBS Home GmbH under the brand name flatlight.
3. The customer's general terms and conditions only apply if this has been expressly agreed upon in written form beforehand.

### 2. Reservations / Booking

1. By making a reservation/booking, the guest offers the conclusion of an accommodation contract. If the booked apartment is available, the guest receives a reservation/booking confirmation from flatlight. Through this confirmation, an accommodation contract between flatlight and the guest is established.
2. Offers by flatlight regarding available apartments are non-binding and without obligation. flatlight reserves the right to decline the conclusion of an accommodation contract at its discretion.
3. If the guest books only a category in a offered property, the guest has no claim to use the accommodation service in a specific apartment/unit. flatlight reserves the right to industry-standard restrictions such as minimum stays, booking guarantees, or deposits for specific travel dates.

### 3. Cancellation Periods / Customer Withdrawal / Non-Utilization of Services (No-Show)

1. Only with the guest's payment to flatlight is a guaranteed reservation in place. This can be canceled by the guest in accordance with the designated cancellation conditions and cancellation periods free of charge by providing the corresponding reservation number. If no right of withdrawal has been agreed upon or has already

expired (end of free cancellation period), and there is no statutory right of withdrawal or termination and flatlight does not agree to a contract termination, flatlight retains the right to the agreed remuneration despite the service not being utilized (no-show) or late cancellation. flatlight is to offset the income from renting the rooms elsewhere as well as the saved expenses. If the rooms are not rented elsewhere, flatlight can lump-sum the deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight stays. The customer is free to prove that the aforementioned claim did not arise or did not arise in the requested amount. Additionally, in the event of a no-show for multi-day guaranteed reservations, all subsequent nights from the first night are canceled, and the guest has no claim to the following nights.

2. For reservations on the day of arrival, the guest must make the payment according to §5 for the stay immediately, usually within one hour.

#### **4. Overnight Rates & Other Prices**

1. The prices displayed by flatlight at the time of contract conclusion are valid. Current and displayed prices are gross and include all statutory taxes, fees, and charges. Local taxes owed by the guest, such as tourist taxes, are not included.

#### **5. Payment Terms & Invoice**

1. The price for the accommodation service booked by the guest must always be paid in advance by the guest.

2. A set-off by the guest is considered excluded, unless the set-off concerns an undisputed or legally established claim.

3. Accepted payment methods are MasterCard, Visa, American Express, Instant Transfer/Klarna, Paypal, or regular bank transfer. Cash payments are not accepted.

4. flatlight reserves the right to charge the deposited payment methods for used additional services or violations of the General Terms and Conditions. The guest expressly authorizes flatlight to do so.

5. With a reservation, the guest agrees to receive their invoice as a download or via email.

#### **6. Usage Opportunities for Reserved Apartments**

1. A reserved apartment is available to the guest during the period specified after the booking.

2. The keys, parking permits, and/or key cards provided by flatlight must be left at flatlight, a third party named by flatlight, or at the location in the apartment indicated by flatlight through signage and/or message, on the day of departure. A fee of

€40.00 arises in case of the loss of a key, a key card, or a parking permit, or if these mentioned items are not returned. flatlight is also entitled to claim further compensation from the guest for the damage caused if the damage exceeds €40.00. This includes replacing the affected lock system if necessary for security reasons. The guest has the option to prove that flatlight incurred lesser or no damage at all.

3. A later departure (Late Check-out) can be arranged between flatlight and the guest upon request and availability. If flatlight agrees to the Late Check-out, flatlight is entitled to charge €10.00 per hour started for the additional use of the apartment. If there is a lack of consent, flatlight is entitled to charge €30.00 for each hour started. If the departure is more than 3 hours after the originally agreed Check-out, the full overnight price of the apartment is charged if flatlight has agreed. If there is a lack of consent, the guest owes, in addition to the full overnight price, compensation for the further resulting damage. The guest has the option to prove that flatlight incurred lesser or no damage at all.

4. The guest cannot derive a contractual claim for a Late Check-out.

5. An earlier arrival (Early Check-in) can be arranged between flatlight and the guest upon request and availability. If flatlight agrees to the Early Check-in, they are entitled to charge €10.00 per hour started for the additional use of the apartment. The guest cannot derive a contractual claim for an Early Check-in.

## **7. Provision, Subletting, Usage**

1. Subletting or transferring the booked apartment is prohibited. This particularly includes the transfer of apartments or apartment quotas to third parties at prices higher than those indicated by flatlight. Likewise, the assignment or sale of claims against flatlight is not permitted. In these cases, flatlight is entitled to cancel the reservation, especially if the guest has made false statements about the type of booking or payment to third parties.

2. Using the apartment provided by flatlight for purposes other than accommodation is expressly prohibited. This particularly includes any commercial or illegal usages. Without explicit consent, using the apartment for photo or video shoots is also forbidden. If the apartment is used for reasons other than accommodation, flatlight reserves the right to cancel the reservation without refunds and to clear the rented property.

## **8. Liability of flatlight**

1. flatlight is fully liable for damages resulting from injury to life, body, or health that are its responsibility. flatlight is also liable for other damages resulting from willful or grossly negligent breach of duty. In the case of simple negligence, flatlight's liability is limited to foreseeable damages typical for the contract, provided a duty is violated, the fulfillment of which allows for the proper execution of the contract and on whose

observance the guest may rely (cardinal duty). A breach of duty by flatlight is equivalent to that of its legal representatives, employees, or agents. Any further claims for damages – unless otherwise stipulated in these General Terms and Conditions – are excluded.

2. In case of disruptions or deficiencies in flatlight's services, flatlight will, upon immediate notification by the guest or upon knowledge, strive to remedy the situation. The guest is also obligated to contribute reasonably to rectify the disruption or deficiency and to minimize any resulting damages. Furthermore, the guest is obliged to promptly alert flatlight to the possibility of incurring significant damages.

3. flatlight is liable for items brought in according to legal provisions. Any potential claim by the guest expires if they don't immediately report the loss, destruction, or damage to flatlight upon gaining knowledge of it, except if a delayed report doesn't affect the clarification of the facts. In the case of bringing in funds, valuables, or other treasures worth more than €800, or other items exceeding a value of €3,500, a separate written agreement with flatlight is required. Otherwise, flatlight's liability for loss, destruction, or damage of these funds or items is excluded.

4. No custody agreement is established when flatlight provides a parking space, either free or paid. This does not create a surveillance obligation for flatlight. For loss, theft, or damage of vehicles parked or maneuvered on the property and/or provided parking space, flatlight is liable only in case of intent or gross negligence. The guest is obligated to report damages immediately. Obvious damages must be reported before leaving the parking space. flatlight is not liable for damages solely caused by other guests or third parties.

5. Any claims against flatlight generally expire within one year from the legal beginning of the limitation period. This does not apply to claims for damages or other claims resulting from injuries to life, body, or health and/or due to grossly negligent or intentional breach of duty by flatlight, and in cases of breaching a cardinal duty.

6. flatlight assumes no liability for lost items, except in cases of willful or grossly negligent breaches of duty by flatlight. Lost items will only be returned upon request, subject to a fee and an additional processing charge of €15.00. flatlight commits to storing lost items for a period of six months. Afterward, disposal will take place.

## **9. Deposit**

1. To secure all claims of flatlight against the guest resulting from the accommodation contract, flatlight is entitled to collect the following security deposits from the guest before handing over the apartments.

2. For a stay of less than three months, a deposit of €250.00.

3. For a stay of three to six months, a deposit equivalent to one month's accommodation price.

4. In the case of a stay of less than three months, flatlight is entitled to pre-authorize the payment method in lieu of the deposit/security payment. If the guest does not provide the deposit/security payment, he/she is not entitled to stay in the apartment. If flatlight has handed over the apartment despite this, flatlight has the right to terminate the accommodation contract without notice if the deposit is not paid within a reasonable grace period set.
5. flatlight is obliged to settle the deposit within one month after the end of the accommodation contract.

## **10. Customer Data**

1. flatlight mandatorily collects and records the guest's email addresses and telephone number to ensure communication. Similarly, flatlight is entitled to digitally request a valid identification document at check-in. For domestic guests, this is an ID card or passport; for foreign guests, it is always a passport.
2. If a guest's identity cannot be unequivocally clarified due to missing or incorrect documents, flatlight has the right to cancel the booking. flatlight has the right to cancel a guest's booking if the guest's identity cannot be unequivocally clarified due to missing or incorrect documents.
3. To prevent fraudulent and harmful bookings, flatlight uses software solutions that determine a "Fraud-Prevention-Score" for each guest using the data requested from the guest (email address, telephone number, credit card data, address) to detect fraudulent bookings. flatlight reserves the right to cancel a booking marked accordingly by the system.

## **11. Termination of the Accommodation Contract**

1. flatlight reserves the right and is authorized to terminate an accommodation contract for a valid reason. In particular, there is a valid reason when:
  - a) Force majeure or other circumstances not attributable to flatlight make the fulfillment of the contract impossible.
  - b) flatlight has a justified reason to believe that the use of the accommodation service can jeopardize the smooth business operations, security, or the public image or reputation of flatlight and its locations, without this being attributable to the domain or organizational area of flatlight.
  - c) Bookings are culpably made under misleading or false information or the omission of essential facts; this can include, but is not limited to, the identity of the guest, the ability to pay, or the purpose of the stay.
  - d) The purpose or reason for the stay is illegal or serves residential prostitution.
  - e) In the case of resale or subletting and/or referral (see point 7). flatlight must inform the guest immediately about the exercise of the right of termination.

1. The guest has no right to compensation in the event of justified termination by flatlight.
2. If flatlight terminated the contract due to circumstances attributable to the guest or for a reason according to the aforementioned point 1, flatlight has the right to cancel or reject future bookings by the guest, even if they have already been confirmed by flatlight.

## **12. Vouchers**

1. A voucher purchased from flatlight can only be redeemed for services offered by flatlight. If any balance remains after payments made with the voucher, it will be retained for use on future bookings. Vouchers cannot be returned, resold, transferred and are not redeemable for cash in whole or in part. The person ordering the voucher is responsible for providing correct details, especially the email address, to which the voucher and invoice are to be sent.

## **13. No Smoking**

1. All apartments from flatlight are non-smoking. Smoking is strictly prohibited inside the apartments and in shared areas of flatlight. This also applies to e-cigarettes, shishas, tobacco heaters, and similar devices. Smoking on balconies and/or terrace areas is only permitted when marked as such, and the apartment door must remain closed. If this rule is violated, flatlight reserves the right to charge the guest for extra cleaning costs, including potential loss of revenue from the inability to re-rent the apartment, starting at a minimum of EUR 250.00. This compensation may be higher if flatlight demonstrates greater damages. The guest has the right to prove that flatlight has incurred less or no damage.
2. Tampering or blocking emergency exits, fire extinguishers, or the fire/house alarm system is prohibited. Violators are subject to a fine of €150. This also applies to tampering with or disabling safety and decibel sensors inside the apartment.
3. If flatlight learns of violations as described in points 1 and 2, they have the right to terminate an active booking immediately and evict the guests. No refunds or partial refunds will be provided in such cases. The guest has the right to prove that flatlight has incurred less or no damage.
4. Some flatlight buildings may have connected smoke detectors that link directly to a fire department or security service dispatch. Guests are fully liable for intentionally or negligently triggering the fire alarm system (e.g., due to violating the smoking ban), at a minimum covering actual costs (like emergency services fees).

## **14. Party and Gathering Prohibition**

1. Generally, guests should avoid making noise in the booked apartment, shared usage areas, and surrounding grounds. Quiet hours are from 10 pm to 6 am ("quiet times"), unless otherwise specified by house rules. Holding parties or gatherings in flatlight apartments and communal areas is strictly forbidden.
2. If this rule is violated, flatlight reserves the right to charge the guest for additional cleaning costs and potential lost revenue from the inability to re-rent the apartment, starting at a minimum of EUR 500.00. The right to further compensation remains unaffected. The guest has the right to prove that flatlight has incurred less or no damage.
3. Apartments from flatlight may be equipped with decibel measuring sensors. These sensors do not record voices or conversations but detect excessive noise levels. Shared spaces in flatlight, like hallways or other communal areas, might also have these sensors and continuous 24/7 video surveillance stored in a cloud environment.
4. If flatlight becomes aware of violations as described in points 1 and 2, they have the right to terminate an active booking immediately and evict guests. No refunds or partial refunds will be provided in such cases. The guest has the right to prove that flatlight has incurred less or no damage. Flatlight reserves the right to enlist the services of a third party, like a security service, to enforce house rules. Any costs incurred due to third-party intervention will be billed to the guest.

## **15. DAMAGE OR UNAUTHORIZED REMOVAL OF INVENTORY**

1. Should any damage occur beyond the contractually agreed use during the stay, or if inventory is unjustly removed from the unit, flatlight is entitled to compensation. This includes the costs associated with rectifying the damage, potential loss of revenue resulting from the inability to rent the apartment, legal prosecution costs, and an administrative fee of €50 for such damage. The guest has the right to prove that flatlight incurred less or no damage.

## **16. HAUSTIERE**

1. Bringing (house) pets into the apartments and communal areas is not permitted. Exceptions are guide dogs for the blind, hearing dogs for the deaf, and other comparable service dogs. Upon proof, these animals can be accommodated at no extra cost at all times. The relevant proof must be presented to flatlight autonomously before check-in.

2. Apart from the aforementioned principle, flatlight has the right to make further exceptions. However, guests have no entitlement to this. If a pet is found in a unit without permission, a flat fee of €150.00 will be charged by flatlight for a special cleaning service. Flatlight has the right to terminate an active booking immediately and evict guests if violations against point 1 occur. No refunds or partial refunds will be provided in such cases. The guest has the right to prove that flatlight incurred less or no damage.

## **17. MAINTENANCE**

1. By booking an apartment from flatlight, guests commit to treating the provided apartment, as well as areas designated for communal use, with care. This includes ensuring adequate ventilation and heating, and avoiding significant contamination. If there are contaminations beyond regular use during the guest's stay or even after their departure, flatlight reserves the right to charge an additional cleaning fee starting at a minimum of €50.00 (depending on the state of the unit). The guest has the right to prove that flatlight incurred less or no damage.
2. Furthermore, guests are obligated to inspect the apartment's furnishings for completeness and usability upon arrival and to report any deficiencies or complaints to flatlight immediately.
3. The guest is liable for all damages to the provided apartment, furnishings, and areas designated for communal use that are caused by them or their visitors due to a breach of contract, which cannot be attributed to normal wear and tear. Any damage to the provided apartment must be reported to flatlight immediately.
4. For bookings longer than 7 nights, flatlight is entitled to carry out weekly interim cleanings. The guest is obligated to allow access to the apartment for this purpose to the service provider commissioned by flatlight or flatlight's staff.

## **18. INTERNET USE**

1. Flatlight provides the guest with internet access within the bounds of existing technical and operational capabilities. Disturbances, due to force majeure, maintenance works, or similar, cannot be excluded.
2. The guest shall not misuse the internet connection. Misuse particularly includes: downloading and distribution of copyrighted content via peer-to-peer sharing platforms, illegal streaming offers, and posting, accessing, or transmitting content that is criminally relevant (in particular, §§ 130, 130a, 131, and 184 StGB). The guest is obliged to respect third-party copyrights, patents, names, trademarks, and personal rights when using the service. Upon first request, the guest shall indemnify flatlight against all claims and demands for damages from third parties, as well as the costs of legal defense to a reasonable extent, which are caused by the guest's unlawful use of the provided internet connection or by third parties with the



knowledge of the guest. This indemnification particularly includes claims resulting from infringements of copyright, patent, name, trademark, and personal rights, as well as data protection violations.

3. The guest is prohibited from passing on the access data for flatlight's internet connection to third parties. This also applies to the publication of any access data. In case of a violation, the guest is liable to flatlight for all damages resulting from the dissemination of the access data.

4. Furthermore, flatlight reserves the right to block the guest's internet connection in case of legal violations.

## **19. DATA PROTECTION**

1. The data protection provisions can be accessed at:

## **20. FINAL PROVISIONS**

1. Amendments and additions, as well as the termination of the accommodation contract, the acceptance of the application, or these general terms and conditions, require written form. This also applies to the revocation of this written form clause. Unilateral changes or additions by the guest are ineffective.

2. The place of performance and payment is the location of the accommodation establishment.

3. In commercial transactions, the exclusive place of jurisdiction is the location of the accommodation establishment. If a contracting party meets the requirements of § 38 para. 2 ZPO and does not have a general place of jurisdiction in the country, the location of the accommodation establishment is deemed the place of jurisdiction.

4. German law applies. The application of UN sales law and conflict of laws rules is excluded.

5. If any provision of this agreement is or becomes invalid or void, the validity of the remaining provisions remains unaffected. In place of the ineffective/void provision, the parties will agree on a provision that comes closest to the purpose intended by the ineffective/void provision. This also applies to filling possible contractual gaps.

6. The accommodation establishment is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.