

- **Terms & Conditions**
- **§ 1 Scope of application**
- **These terms and conditions apply to contracts for the rental of serviced apartments for accommodation as well as to all other services and deliveries provided to the guest by the following subsidiaries:**
- **Rioca Vienna Posto 1 GmbH, Dresdner Strasse 109, 1200 Vienna**
- **Rioca Vienna Posto 2 GmbH, Viehmarktgassee 4, 1030 Vienna**
- **Rioca Munich Posto 3 GmbH, Julius-Bausch-Straße 50, 73431 Aalen, Germany**
- **Rioca Stuttgart Posto 4 GmbH, Julius-Bausch-Strasse 50, 73431 Aalen, Germany**
- **Rioca Neu-Ulm Posto 5 GmbH, Julius-Bausch-Strasse 50, 73431 Aalen, Germany**
- **Rioca Stuttgart Posto 6 GmbH, Julius-Bausch-Straße 50, 73431 Aalen, Germany**
- **Rioca Frankfurt Posto 7 GmbH, Julius-Bausch-Straße 50, 73431 Aalen, Germany**
- **Rioca Hafeninsel Posto 8 GmbH, Julius-Bausch-Straße 50, 73431 Aalen, Germany**
- **Rioca Konstanz Posto 10 GmbH, Julius-Bausch-Straße 50, 73431 Aalen, Deutschland**
- **(hereinafter referred to as: accommodation facility). It is pointed out to the guest that reservation numbers which the guest receives from third party providers (e.g. internet portals) are not identical with the reservation or booking number of the accommodating establishment. Offers of the accommodating establishment for the conclusion of an accommodation contract are subject to change and non-binding. The accommodating establishment is entitled to reject the conclusion of an accommodation contract with a guest at its own discretion.**
- **§ 2 Reservations/ subcontracting**
- **2.1 Reservations are only possible electronically via the online and mobile channels of the accommodating establishment or via third-party portals. A reservation by telephone, a reservation by e-mail or other, non-automated reservation methods require the prior express consent of the accommodation provider.**
- **2.2 The Accommodation Agreement shall be concluded upon acceptance of the Guest's application by the accommodating establishment. In the event of corresponding availability, the guest shall receive a reservation or booking number from the accommodating establishment. Thereby an accommodation contract comes into being. This agreement is binding for both parties. The accommodation provider is free to confirm the apartment booking in writing.**

- **2.3** There is no claim to a specific apartment. The accommodation provider reserves the right to rent the reserved apartments to other parties after the expiration or cancellation of the reservation (see § 3).
- **2.4** The subletting of booked apartments by the guest is prohibited. The use of the apartment for any purpose other than accommodation is prohibited.
- **2.5** Reservations of more than nine apartments are subject to the so-called group regulation of the accommodation provider. For group reservations, a separate accommodation contract to be confirmed by the accommodation facility must be concluded, which includes special conditions regulating cancellation and payment terms. The accommodation facility reserves the right not to accept group reservations for which such an accommodation contract has not been concluded or to cancel them without substitution.
- **2.6** Reservations at special conditions for certain companies are subject to the separate framework agreement regulations of the accommodating establishment. The accommodating establishment reserves the right to refuse or cancel without substitution reservations on special conditions for companies for which such a framework agreement has not been concluded.
- **§ 3** Prepaid reservations, cancellation and rebooking
- **3.1** For a guaranteed reservation, a valid credit card must be provided by the Guest at the time of booking or an alternative payment method offered on the electronic sales channels of the accommodating establishment. The accommodation provider has the right to immediately check the validity of this information and to make a pre-authorization to the indicated credit card or alternative payment method. The credit card or the alternative means of payment will be charged later, but no later than on the day of arrival with the total price including any additional services booked.
- **3.2** The accommodation provider is entitled to debit the credit card or alternative means of payment indicated at the time of reservation with all amounts owed by the guest due to additional items (in particular due to subsequent additional bookings and/or use of additional services or other uses or his behavior).
- **3.3** Booked apartments are available to the guest from 3:00 p.m. on the agreed day of arrival. The guest has no right to earlier provision. The guest does not acquire a right to the provision of certain apartments.
- **3.4** In the case of a booking that cannot be cancelled free of charge, the full amount of the stay will be charged to the credit card indicated or the selected alternative means of payment at the time of booking. If it is not possible to charge the credit card, the accommodation provider reserves the right to cancel the reservation made. This will void the guest's right to use the apartment.
- **3.5** In the process of renting no deposits are required. As a security the guest must deposit a credit card. In the case of corporate bookings, an assumption

of costs must be available. In the absence of such a deposit, the guest is obliged to provide a credit card as a security at the reception, at the latest at the time of handing over the apartment. If, contrary to expectations, these two options are not possible, the guest must transfer a cash deposit of one month's rent or deposit it at the reception on the day of arrival.

- 3.6 A withdrawal of the guest from the contract concluded with the accommodating establishment requires the written consent of the accommodating establishment. If this is not done, the agreed price from the contract shall be paid even if the guest does not make use of contractual services. This shall not apply in the event of a breach of the obligation of the accommodating establishment to show consideration for the rights, legal assets and interests of the guest, if the guest can no longer reasonably be expected to adhere to the contract as a result or is entitled to any other statutory or contractual right of withdrawal.
- 3.7 If a date for the cost-free withdrawal from the contract was agreed in writing between the accommodation provider and the guest, the guest can withdraw from the contract until then without triggering payment and damage claims of the accommodation provider. The right of withdrawal expires if he does not exercise his right of withdrawal in writing to the accommodation provider by the agreed date or if the guest has received his key card for the apartment.
- 3.8 If the customer's right to withdraw from the contract within a certain period of time has been agreed upon in writing, the accommodation provider is entitled to withdraw from the contract within this period of time if there are requests from other customers for the contractually booked rooms and the customer does not waive his right to withdraw from the contract upon inquiry by the accommodation provider. Furthermore, the accommodation company is entitled to withdraw from the contract extraordinarily for an objectively justified reason, for example if
 - force majeure or other circumstances beyond the control of the accommodation provider make it impossible to fulfill the contract;
 - rooms are booked under misleading or false statement of material facts, e.g. in the person of the customer or the purpose;
 - the accommodating establishment has reasonable grounds to believe that the use of the services may jeopardize the smooth operation of the business without this being attributable to the control or organizational area of the accommodating establishment.
 - there is a violation of the subletting and subletting of these General Terms and Conditions.
- In the event of justified withdrawal by the accommodation provider, the customer shall not be entitled to compensation. The statutory provisions shall apply to claims for damages by the accommodating establishment.

- **3.9** The reservation of a cancelable rate, which is marked as such in the description and conditions, can be canceled and rebooked free of charge until 1 day before the date of arrival. In the case of apartments not used by the guest, the accommodation provider shall credit the income from the subcontracting of the apartments as well as the saved expenses.
- **3.10** The prices can be changed by the accommodation provider if the guest subsequently requests changes to the service by the accommodation provider, the length of stay or the number of apartments and the accommodation provider agrees to this. Changes require the text form.
- **3.11** For long-term stays of more than 30 nights, only the amount for the first month will be reimbursed immediately. The amount for the following months is due by the 3rd working day of the respective month. In the event of late payment, the accommodation provider is entitled to charge the applicable statutory interest on arrears and to terminate the contract without notice. The accommodation provider reserves the right to prove higher damages.
- **§ 4 Registration form and disclosure of personal data**
- The guest is obliged, within the framework of the Federal Registration Act, to truthfully provide his personal data as well as additional information relevant to the registration form in advance via the electronic online registration data portals or in written form directly upon arrival, to the accommodation facility and to provide proof upon request.
- **§ 5 Taxes, fees and charges**
- The applicable prices are gross total prices and include all statutory taxes, fees and charges. If a spa tax is due in the respective city of the apartment, it must be paid separately on site. In the event of changes in taxes, fees and charges, as well as the effective imposition of new taxes, fees and charges previously unknown to the parties, the accommodation provider reserves the right to adjust the prices accordingly. Accommodation prices are shown per apartment and per night. Any surcharges for occupancy by more than one person will be listed separately.
- **§ 6 Means of payment**
- Valid means of payment for overnight stays are all major credit cards, as well as alternative methods of payment in euros indicated on the website of accommodation facility. It is not possible to charge services to an invoice to be paid later. Valid means of payment for the consumption of food and beverages and other goods and services offered by the accommodation facility are cash in euros and EC card, V-Pay, as well as all major credit cards in euros.
- **§ 7 Liability of the guest for damages**
- **7.1** Upon handover of the apartment, the Guest shall be provided with an inventory list, which the Guest shall countersign. The costs of the items that

are no longer present when leaving the apartment shall be reimbursed by the Guest at the current value.

- **7.2 The guest must treat the apartment with care and consideration. Children under the age of 14 must be supervised by a parent or guardian at all times during their stay in the entire building. The guest is liable for all damage to the building or inventory caused by visitors or other third parties from his area or himself. In addition, the guest is also liable for all other damage, expenses or soiling incurred by the accommodation company due to improper use of the rented property or items brought in. This also includes costs incurred by the accommodating establishment due to a negligent triggering of fire alarm systems (for example due to violation of the smoking ban) (in particular costs of a fire department operation liable to costs). The use of electronic devices brought by the guest, such as kettles, irons and hairdryers, is not permitted for fire safety reasons. If due to the use of such devices costs arise, e.g. for fire alarm, damage to the inventory, the guest is fully liable for these costs.**
- **§ 8 Possibilities of use of reserved apartments**
- **8.1 Reserved apartments are available to the guest from 3:00 p.m. on the day of arrival and until 11:00 a.m. on the day of departure. On the agreed day of departure, the apartments must be vacated and made available to the accommodation provider by 11:00 a.m. at the latest. Thereafter, the accommodation provider may charge 100% of the full accommodation price (list price) due to the delayed vacating of the apartment for its use beyond the terms of the contract. Contractual claims of the guest are not justified by this.**
- **8.2 The guest is allowed to prove that the accommodation provider did not suffer any damage or a reduction in value due to the delayed return of the apartment or that the damage was significantly lower than the above lump sum.**
- **8.3 The accommodation provider reserves the right to have the apartment vacated by its staff in the event that the guest vacates the apartment late or fails to vacate it, and to store all of the guest's brought-in items in the house. The accommodation company does not assume any further liability for the stored objects beyond the liability conditions formulated in clause 10 of this contract.**
- **§ 9 Possible uses of public areas**
- **With the reservation of an apartment, the guest can use the designated public areas, such as bar, terrace, etc. free of charge. The accommodation company reserves the right to close these public areas at short notice without prior notice. In case of unavailability of a public area, the guest has no right to partial or full reimbursement of his costs for the accommodation**

service. Consequently, the public areas are not considered part of the scope of services.

- **§ 10 Liability of the accommodation facility**
- **10.1** The accommodating establishment shall be liable with the diligence of a prudent business for the fulfillment of its obligation under the contract. Claims of the guest for damages are excluded. Excluded from this are damages resulting from injury to life, body or health; other damages for which the accommodating establishment or a person for whom it is responsible is responsible due to intent or gross negligence; damages to items taken over for processing or storage; damages according to the Product Liability Act.
- **10.2** The accommodation provider shall be liable to the guest for items brought in in accordance with the statutory provisions. Money and valuables up to a maximum value of EUR 2,000.00 can be stored in the safe at the reception. The accommodating establishment recommends to make use of this possibility. The liability claims expire if the guest does not report the loss, destruction or damage of the deposited goods to the accommodating establishment immediately after becoming aware of it. For further liability of the accommodating establishment, the above number 1 sentences 2 and 3 shall apply accordingly.
- **10.3** Insofar as a parking space is made available to the guest on the hotel's own parking lot, even for a fee, this does not constitute a custody agreement. In the event of loss or damage to motor vehicles and bicycles parked or maneuvered on the property and their contents, the accommodating establishment shall not be liable. The above clauses apply accordingly.
- **§ 11 Access of the accommodation facility**
- The accommodation provider is entitled to enter the rented apartment after consultation with the guest to carry out repairs, to read electricity and water meters and for inspection within the framework of follow-up rentals. In case of imminent danger, the accommodation provider is also entitled to enter the apartment without consultation with the guest.
- **§ 12 Smoking in the building**
- **12.1** All houses of the accommodation facility are non-smoking. It is therefore strictly forbidden to smoke in the public areas as well as in the apartments.
- **12.2** In case of violation, the Accommodation Provider has the right to charge the Guest an amount of at least EUR 150,00 as compensation for the additional cleaning costs including possible loss of revenue due to the blocking of the apartment.
- **§ 13 Pets**
- Bringing pets is possible after consultation and registration. For the cleaning effort a cost lump sum of 15.00 € per day is calculated. Exceptions to this

apply in the case of [health / medical] restrictions in particular, blind, deaf and other comparable service animals. These may be carried free of charge and at any time.

- **§ 14 House right**
- **The accommodation facility reserves the right to expel guests from the house. This applies in particular if instructions of the employees of the accommodation facility are not followed, if discriminatory comments are made, if other guests and visitors are harassed or endangered.**
- **§ 15 Final provisions**
- **15.1 Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions for Accommodation Accommodation must be made in writing. This also applies to the cancellation of this written form clause. Unilateral amendments or supplements by the guest are invalid.**
- **15.2 The place of performance and payment shall be the registered office of the accommodating establishment.**
- **15.3 In case of contradictions between the Accommodation Agreement and these GTC, the provisions of the Accommodation Agreement shall prevail. The Accommodation Agreement and these GTC contain all agreements of the Parties regarding the subject matter of the Agreement. There are no verbal ancillary agreements to the Accommodation Agreement. Amendments or supplements must be made in writing.**
- **15.4 All declarations and notifications to be made under the Accommodation Agreement and these GTC must be made in writing, unless expressly stipulated otherwise. The accommodating establishment shall be entitled to transfer all rights or claims arising from the Accommodation Agreement to third parties. The accommodation provider is entitled to have obligations arising from and in connection with the accommodation contract performed by third parties.**
- **15.5 Should individual provisions of these General Terms and Conditions for Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic and legal intentions of the parties. In all other respects, the statutory provisions shall apply.**
- **15.6 The law of the Federal Republic of Germany shall apply to the Accommodation Agreement with the exception of the CISG Convention on Contracts for the International Sale of Goods.**
- **15.7 The place of jurisdiction for all disputes arising between the Parties from the contractual relationship shall be Munich (Federal Republic of Germany), provided that the contracting party of the accommodating**

establishment is a legal entity under public law or a special fund under public law.

- **Date: 04.10.2023**

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