

Annexe 1: General Terms & Conditions of Contract Myapartments

1. Applicability of General Terms & Conditions of Contract / Effective Date

- 1.1 The General Terms & Conditions of Contract are applicable to all contracts permitting the use of furnished and fully equipped Apartments (hereinafter referred to as "Myapartments").
- 1.2 Each individual contract for the use of an apartment concluded between myapartment Betriebsgesellschaft mbH (hereinafter referred to as "myapartment") and the Customer comes into effect, when the Customer makes an offer to "myapartment" to enter into a contract for the use of the apartment (also referred to as "final booking") and myapartment accepts this offer. "myapartment" is not obliged to accept the offer.
- 1.3 No other general business terms of the Customer are valid.

2. Object of Contract, Prices, Payment Schedule, Default

- 2.1 The object of the contract is the Myapartment booked by the Customer or if this is not available - a similar Myapartment - for short term use as a residence.
- 2.2 The agreed price shall mean to include - unless otherwise stated explicitly as Gross Price - statutorily applicable VAT.

The agreed usage charges shall include all utility and supplementary charges (including electricity, water, heating, WLAN/WiFi, TV, cleaning and laundry services every 14 days).
- 2.3 The agreed price for the first month - and the end cleaning prices - are due for payment in advance by the Customer on the receipt of the booking confirmation. From the second month onwards, the monthly price is due for payment on every third working day of the month. All payments shall be made without any deductions.
- 2.4 For each reminder subsequent to the occurrence of a default, dunning costs to the tune of 10.00 Euro shall be levied. The Customer is free to prove that that these claims do not arise or do not arise to the extent claimed.
- 2.5 The customer is obliged to pay a deposit amounting to one months rent to "myapartment". The deposit will be refunded immediately after the end of contract. This deposit may be transferred by the customer in advance, or alternatively the customer may provide his or her credit card details. "myapartment" is entitled to debit an amount equivalent to one month's rent from the credit card

3. Security Deposit

- 3.1 The Customer is normally obliged to provide his credit card details to "myapartment" as security, before or latest at the time of entering into the contract for use of the apartment. "myapartment" is authorised to charge the credit card for the agreed payment in case of default. "myapartment" is also authorised to charge the credit card of the Customer for payments not made after appropriate invoicing for additional services availed by the customer such as, for example, end cleaning, special cleaning services as well as damages to be paid by the Customer.

4. Use, Transfer for Use, Sub letting

- 4.1 The Customer undertakes to handle with care the Myapartment, the furniture and fittings and the common facilities. The Customer shall immediately notify anything missing or damaged in the Myapartment.
- 4.2 The Customer undertakes to respect the interests of other residents.
- 4.3 All Myapartments are non-smoking. Smoking is prohibited in Myapartments. In case of non-compliance "myapartment" is authorised to extraordinarily terminate the use relationship without notice and claim for damages. "myapartment" is entitled as a lump sum, minimum damages

special cleaning costs to the tune of 80 € unless the Customer proves that the damages do not exist or are not to the order of the amount claimed.

- 4.4 A transfer of use is permitted only to the user mentioned in the final booking. Subletting is not permitted.
- 4.5 The Customer may not use Mypartment to conduct interviews, sales or other similar activities.
- 4.6 Pets are permitted only on a case-by-case basis with the written approval of "mypartment".

5. Check-in and Check-out

- 5.1 The Mypartment shall be available to the Customer from 15:00 H on the agreed date of arrival. There is no entitlement to an earlier check-in. The check-in may be done up to 18:00 H. Check-in beyond this time is possible only with prior arrangement.
- 5.2 The Mypartment must be vacated latest by 12:00 H on the agreed date of departure.
- 5.3 In case of late Check-Out, the Customer must pay the day price (monthly price / 30). The Customer is not entitled to contractual rights related to use of Mypartment in this.

6. Cancellation / Withdrawal / Early Departure

- 6.1 If the Customer withdraws the "final booking", cancels the booking or does not show up and has not cancelled the booking, the following cancellation fees apply:

Period	Cancellation Fee (% of quoted monthly price)
30 days before date of arrival	no cancellation fee
29-15 days before date of arrival	50%
14 days before date of arrival	100%

- 6.2 A written cancellation must be made (by Email, post, Fax) to "mypartment".
- 6.3 An early departure and check-out of Mypartment does not affect "mypartment" s right to payment. The agreed price is to be paid on the day of the next possible date of termination.

7. Duration / Termination

- 7.1 As a general rule, Mypartments are intended for use for a previously agreed duration of at least one month and a maximum of 12 months. It is not possible to extend the contract. If for project related reasons the Customer needs the apartment further - depending on availability - a new contract must be entered into. At the end of 12 months, the contract shall automatically cease without notice of termination being required.
- 7.2 The Customer is entitled at all times to terminate the user relationship with a notice of one month at the end of the month unless special terms for a specific duration had been agreed upon. The legal right to an extraordinary termination remains unaffected.
- 7.3 „ mypartment " is entitled to an extraordinary termination without notice for cause, amongst others:

- Force Majeure or other circumstances not attributable to "mypartment" that render the fulfilment of the contract impossible;
- Mypartments are booked under misleading or false information on important aspects of the contract, for example, about the Customer, the user or the objectives;
- "mypartment" has reasonable grounds to consider, that the utilisation of the booked Mypartment can risk the peace and security of the premises and/or the reputation of mypartment".

8. Use of Technical Equipment and Connections

8.1 The Customer is entitled to the free use of WLAN/ Wi-Fi connection.

The Customer is prohibited all illegal forms of using the internet connection that has been provided; particularly illegal file sharing. This includes all uploads and downloads of copyright protected music, film and software files. The Customer is liable for all damages arising to "mypartment" and/or the owner of the rights due to the infringement of such rights by the Customer

8.2 Repairs to technical or other equipment provided by "mypartment" shall as far as possible be remedied immediately. Payments cannot be withheld or reduced as long as "mypartment" is not responsible for these faults.

9. Aesthetic Repairs / Condition upon Return / Customer Liability for Damages

9.1 Neither the Customer nor "mypartment" shall be responsible for aesthetic repairs. For wear and tear and damages occurring beyond the contractually permitted use, the Customer has to pay damages to "mypartment" amounting to the disposal/repair costs.

9.2 The Customer is liable for all damages caused to the building, equipment, furniture and fittings and common facilities by the Customer or if different by the user of the apartment, visitor, employee either wilfully or by negligence.

10. Access to Mypartment for "mypartment"

"mypartment" is entitled to enter Mypartment after prior agreement with the Customer to undertake repairs, take electricity and water consumption readings or show the property for successor tenants. In case of imminent danger, "mypartment" is also entitled to enter the apartment without prior agreement with the Customer. The cleaning service is entitled to enter the apartment for cleaning and change of linen without any prior agreement with the Customer.

11. Setting-Off, Reduction

11.1 The Customer can set off against "mypartment" only incontestable, legally validated or established claims and liabilities.

11.2 In so far the Customer is an entrepreneur, reduction of payment is not possible. This provision shall not prevent the Customer to claim back payment, in case defects have impaired the contractually agreed usage pursuant to §§ 812 ff. of the BGB (German Civil Code).

12. Liability of "mypartment"

12.1 "mypartment" is liable for fulfilling its contractual obligations with due diligence customary for normal business transactions.

Customer claims for damages are excluded. Except

- Damages arising from injury to life, body or health, if "mypartment" is responsible for dereliction of duty.
- other damages arising out of a deliberate or gross negligence of duty by mypartment "
- and damages, arising either out of a deliberate or negligence of contractual obligations by "mypartment".

Dereliction of duty by "mypartment" is equivalent to negligence of duty by its legal representative or assistant.

12.2 Articles brought by the Customer are at the Customer's risk in Mypartment. "mypartment" assumes no liability for the loss, destruction or damage, nor consequent losses, in particular pecuniary losses unless the damages were caused due to deliberate or gross negligence of duty by "mypartment". If exceptionally the safekeeping, based on the circumstances of the individual case, represents an essential contractual duty, "mypartment" is liable for deliberate and negligent breach of duty.

12.3 If and when a parking space has been provided to the Customer free of cost or against a price, it does not result in a safekeeping contract. "mypartment" is not liable for loss or damage to parked or manoeuvred vehicles or the contents within them unless "mypartment" has deliberately or due to gross negligence caused it. The aforementioned provision 12.1 shall apply. Damages must be notified immediately.

13. Final Provisions

13.1 Amendments and additions to this contract must be made in writing. This is applicable also for removing the written form requirements that in particular cannot be waived by mere conclusive act. Amendments and additions to this contract inalienably and irrevocably require the written form to be effective.

13.2 German Law shall apply. UN Sales Convention shall not apply. If the Customer is an entrepreneur, the exclusive place of jurisdiction shall be the headquarters of "mypartment".

13.3 Should a provision of this contract in whole or part be or become ineffective or unfeasible, the validity of the remaining provisions shall not be affected. The parties are obligated to replace the ineffective or unfeasible provisions with effective provisions that come close to the intended economic objectives. The same shall apply, if during the execution of the contract a need for an amendment becomes necessary. It is the express wish of the parties, that the burden of proof should not merely be reversed by this provision, but § 139 BGB (German Civil Code) is expressly waived.