



PHNX CO-LIVING

GENERAL TERMS AND CONDITIONS

I. Scope

1 The following General Terms and Conditions (hereinafter referred to as "General Terms and Conditions") apply to all contracts for the rental of apartments for temporary accommodation as well as all other services and deliveries (hereinafter referred to as "CoLiving Accommodation Agreement") provided to the Customer (hereinafter referred to as "Customer") by "PHNX GmbH c/o Sauer Real Estate" (hereinafter referred to as "PHNX CoLiving Hamburg").

2 The German version of these General Terms and Conditions is legally binding. Translations of the General Terms and Conditions offered on the website are for orientation and informational purposes only.

3. Subletting or re-letting of the apartments as well as the use for other than the agreed purpose require the prior written consent of PHNX CoLiving Hamburg. § 540 para. 1 sentence 2 BGB does not apply if the customer is not a consumer.

4. Any general terms and conditions of the customer shall only apply if this has been agreed in writing between the parties beforehand.

5. Furthermore, each of the additional conditions agreed upon at the conclusion of the contract apply.

6. The parties clarify that the CoLiving accommodation contract concerns the provision of living space for temporary use pursuant to § 549 paragraph 2 No. 1 BGB.

II. Conclusion of contract, partners; statute of limitations

1. The CoLiving admission agreement is concluded upon acceptance of the customer's application by PHNX CoLiving Hamburg. PHNX CoLiving Hamburg is free to confirm the booking in writing.

2. PHNX CoLiving Hamburg and the customer are contractual partners of the respective CoLiving accommodation agreement. If a third party has applied for the conclusion of the contract on behalf of the customer, the third party is liable to PHNX CoLiving Hamburg together with the customer as joint and several debtor for all obligations arising from the CoLiving accommodation agreement; the third party has taken note of the General Terms and Conditions and accepts them for and against itself.

3. All claims against PHNX CoLiving Hamburg are limited to one year after the legal limitation period begins. This also applies to breach of obligations in the initiation of the contract and to positive breach of contract. They do not apply in the cases of § 309 No. 7 BGB, in particular for claims based on intentional or grossly negligent breach by CoLiving.

III. Services, Prices, Payment, Offsetting

1. The agreed prices include the respective statutory value added tax, unless the parties have made other written agreements. The customer is obligated to pay the agreed prices for the provision of the apartment and the other services used by him. This also applies to third party services commissioned by the customer directly or through PHNX CoLiving Hamburg, the remuneration for which is advanced by PHNX CoLiving Hamburg. If the period between the conclusion and fulfilment of the contract exceeds 4 months, and if the price generally charged by PHNX CoLiving Hamburg for such services increases, PHNX CoLiving Hamburg may increase the contractually agreed price appropriately, but by no more than 15 %.

2. Invoices from PHNX CoLiving Hamburg are payable immediately without deduction. In the event of late payment, the customer must reimburse PHNX CoLiving Hamburg for reminder costs in the amount of €5.00 for each reminder. In addition, PHNX CoLiving Hamburg is entitled to charge interest on arrears

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at the current statutory rate of currently 9% points above the base rate for legal transactions in which no consumer is involved, or 5% points above the base rate for legal transactions in which a consumer is involved. PHNX CoLiving Hamburg reserves the right to prove higher damages.

3. The amount owed is payable by the customer by bank transfer or credit card. Cash payment is not possible. For arrivals after 20.00 hrs and on weekends, payment must be made and proven 3 days before arrival.

4. PHNX CoLiving Hamburg is entitled to demand a reasonable advance payment and security in the form of a credit card guarantee, deposit or similar upon conclusion of the contract. The amount of the advance payment, the security deposit and other payment dates can be agreed upon in writing in the CoLiving admission agreement.

5. In justified cases, e.g. payment arrears of the customer or expansion of the scope of the contract, PHNX CoLiving Hamburg is entitled to demand, even after conclusion of the contract, a security deposit in the sense of the above mentioned clause III. No. 4 or an increase of the advance payment or security deposit agreed in the CoLiving admission agreement up to the full agreed remuneration.

6. PHNX CoLiving Hamburg is further entitled to demand an appropriate advance payment or security deposit in the sense of the above mentioned no. 5 for existing and future claims from the CoLiving accommodation agreement at the beginning and during the stay, as far as such has not already been paid in accordance with the above mentioned no. 4 and/or 5.

7. The customer may offset or reduce a claim of PHNX CoLiving Hamburg only with an undisputed or legally enforceable claim.

IV. Withdrawal of the customer (cancellation)

Part A. Non-use of the services of the PHNX CoLiving

1. For reservations and changes, a cancellation up to 14 days before the beginning of the booked service period (planned arrival) is free of charge. Accordingly, the customer may withdraw from the CoLiving accommodation agreement free of charge and without giving reasons up to 14 days before the beginning of the booked service period (planned arrival). The customer's right of withdrawal expires if he does not exercise his right to withdraw from the contract in writing to PHNX CoLiving Hamburg by the agreed date.

2. If the customer has no contractual or legal right to withdraw from the contract after the period of time mentioned in 1. above, PHNX CoLiving Hamburg retains the right to the agreed remuneration despite non-use of the service. The same applies if the customer cancels his booking for the remainder of the booked period of stay after arrival.

In the case of apartments not (or no longer) used by the customer, PHNX CoLiving Hamburg must credit the income from renting these apartments to another customer as well as any expenses saved. If the Apartments are not rented to another customer, PHNX CoLiving Hamburg may charge a maximum of 100% of the contractually agreed price. The customer is free to prove that the aforementioned claim or damage did not occur or did not occur in the amount claimed.

Part B. Long term rental

1. The maximum rental period of an apartment for accommodation is 6 months.

2. When renting an apartment for accommodation for a period of more than 14 nights up to and including 28 nights, the customer must provide a security or an advance payment of one month's rent in addition to the agreed rent. When renting an apartment for accommodation for a period of more than 28 nights up to and including 6 months, a security deposit or advance payment in the amount of 2 months' rent must be deposited. The security deposit or advance payment is payable and due 3 days before moving into the apartment.



3. For an apartment for accommodation rented for more than 14 nights, a final cleaning flat rate is due. The final cleaning lump sum is payable and due 3 days before moving into the apartment.

4. 29 days or more of rent is payable monthly in advance on the third working day of each month, received on the account of PHNX CoLiving Hamburg. PHNX CoLiving Hamburg reserves the right to cancel the accommodation contract without notice if the customer fails to pay on time or in full. PHNX CoLiving Hamburg's right to withdraw from the contract in accordance with section V. below remains unaffected.

5. The agreed rent for the current calendar month as well as any security deposit or advance payment and the final cleaning fee must be paid to the following account of PHNX CoLiving Hamburg no later than 3 days prior to the handover of the apartment

Account holder: IBAN:

Bank:

BIC:

PHNX GmbH

DE83 2005 0550 1262 2362 58 Hamburger Sparkasse HASPDEHHXXX

Purpose of payment: "Apartment number / Name"

PHNX CoLiving Hamburg is only obliged to grant the customer access to the rented apartment after presentation of proof of payment of rent and the security deposit or advance payment at least 3 days before handover.

6. Should the customer request an extension of the rental period of the apartment, the customer has a one- time option to extend the rental period, provided there are vacant apartments available. In order to exercise this option, the customer must notify PHNX CoLiving Hamburg in writing 14 days prior to the end of his or her booked period of stay how long he or she intends to continue using the apartment. In the event that PHNX CoLiving Hamburg has already signed a CoLiving accommodation agreement with another customer for the same apartment, PHNX CoLiving Hamburg is entitled to place the customer in a similar apartment upon extension.

7. The customer is entitled to cancel the CoLiving admissions agreement at any time during the booked stay with 4 weeks' notice.

V. Cancellation by PHNX CoLiving Hamburg

1. PHNX CoLiving Hamburg is entitled to withdraw from the CoLiving accommodation agreement within the 14-day period prior to the start of the service period mentioned in IV. Part A. No. 1, if there are requests from other customers for the contractually booked apartments and the initial customer does not respond to PHNX CoLiving Hamburg's inquiry within a reasonable, specified time.

2. If a security deposit, whether agreed or due according to clause III. No. 5-7, is not paid or after a reasonable grace period set by PHNX CoLiving Hamburg, PHNX CoLiving Hamburg is also entitled to withdraw from the CoLiving admissions agreement.

3. PHNX CoLiving Hamburg is also entitled to terminate the CoLiving admissions agreement for good cause, in particular if

- Force majeure (this includes epidemics and pandemics caused e.g. by the SARS-CoV-2 virus) or other circumstances beyond the control of PHNX CoLiving Hamburg make it impossible to fulfill the CoLiving admission agreement;

- Apartments are booked by the customer or third parties using misleading or false statement of essential facts, e.g. concerning the person of the customer or the purpose of his stay;

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- PHNX CoLiving Hamburg has reasonable grounds to believe that use of the services may jeopardize the smooth operation, safety or public reputation of PHNX CoLiving Hamburg, without this being attributable to the sphere of control or organization of the CoLiving;
- a violation of the above-mentioned number I. No. 3 exists.
4. In the event of a justified withdrawal from the contract by PHNX CoLiving Hamburg, the customer will not be entitled to compensation.

VI. Provision, handover and return of the apartments

1. The customer does not acquire any claim to the provision of a specific apartment upon conclusion of the contract, unless this has been expressly agreed in writing.
2. The agreed rent includes the use of the apartment, a weekly basic cleaning (dish-washing not included) and the weekly change of towels and bed linen by PHNX CoLiving Hamburg.
3. PHNX CoLiving Hamburg and its representatives are entitled to enter the apartment at any time between 8:00 am and 8:00 pm daily to carry out the work described in section VI No. 2 above, to carry out repairs and to check the condition of the apartment.
4. Booked apartments are available to the customer from 15:00 hours on the agreed day of arrival. In individual cases, alternative to this time can be agreed upon. The customer has no claim to earlier access.
5. On the agreed day of departure, the PHNX CoLiving Hamburg apartments must be vacated and made available no later than 11:00 am. After this time, PHNX CoLiving Hamburg may charge 50% of the full daily rent for vacating the apartment late exceeding the apartment's use until 6:00 pm, and 100% from 6:00 pm onwards. Contractual claims of the customer are not created by this. The customer is free to prove that PHNX CoLiving Hamburg has no or a significantly lower claim for usage fees.
6. Clients who have booked an apartment for more than 28 nights are required to inspect the apartment with a PHNX CoLiving Hamburg representative 1 or 2 days prior to departure. Otherwise, PHNX CoLiving Hamburg's assessment of the condition of the apartment on the day of departure will be binding.

VII. Liability of the customer

1. The customer is obliged to treat the apartment with care and diligence. The customer has 24 hours after the handing over of the apartment to him to inform PHNX CoLiving Hamburg in writing of any defects in the apartment. The customer is not permitted to place or attach objects to the walls and/or ceilings due to possible damage and is only permitted to do so with the written consent of PHNX CoLiving Hamburg.
2. The customer is fully liable to PHNX CoLiving Hamburg for any loss or damage caused by the customer, his/her family members, guests or any other third party during the term of the contract and the use of the apartment, as well as to furniture and other furnishings, unless the customer can prove that the damage is the responsibility of PHNX CoLiving Hamburg or was caused by a third party outside the customer's sphere of influence.
3. To the extent that PHNX CoLiving Hamburg procures technical or other equipment and items from third parties on behalf of the customer, PHNX CoLiving Hamburg acts on the customer's behalf and for the customer's account; the customer is responsible for the careful handling and proper return of the equipment and indemnifies PHNX CoLiving Hamburg from all claims by third parties arising from the relinquishment.
4. PHNX CoLiving Hamburg reserves the right to charge the customer for the damages and losses listed under VII. No. 2. This applies in general and in particular to the condition of the provided furniture and



other furnishings, to water and fire damage caused in the rented apartment and the effects thereof, as well as to general damage caused by negligence or intent and which exceeds normal wear and tear.

VIII. Liability of the PHNX CoLiving

1. PHNX CoLiving Hamburg is liable for its obligations under the CoLiving admission agreement. Any claims for damages by the customer, regardless of the legal basis, are excluded. This does not include damages resulting from injury to life, body or health for which PHNX CoLiving Hamburg is responsible, or any other damages resulting from intentional or grossly negligent breach of duty by PHNX CoLiving Hamburg. A breach of duty by a legal representative or vicarious agent is equal to a breach of duty by PHNX CoLiving Hamburg.
2. In case of disruptions or defects in the services provided by PHNX CoLiving Hamburg, PHNX CoLiving Hamburg will endeavor to remedy the situation as soon as PHNX CoLiving Hamburg becomes aware of them or upon prompt notification by the customer. The customer is obligated to do what is reasonable for him to help remedy the disruption and to keep any possible damage to a minimum.
3. PHNX CoLiving Hamburg is liable to the customer for items brought in by the customer within the meaning of § 701 BGB (German Civil Code) in accordance with the statutory provisions, i.e. currently up to 100 times the daily room rate, but at least up to an amount of € 600.00 and not exceeding € 3,500.00, and for money, securities and valuables up to a maximum of € 800.00. PHNX CoLiving Hamburg recommends that money, securities and other valuables be kept in the apartment safe. The liability claims expire, if the customer does not inform PHNX CoLiving Hamburg about the loss, destruction or damage (§ 703 BGB). This does not apply if PHNX CoLiving Hamburg or its employees are culpable for the loss.
4. Messages, mail and packages for the customers are treated with care. PHNX CoLiving Hamburg takes over the delivery, storage and, if desired, against payment, the forwarding of the same. Any claims for damages by the customer due to faulty execution by PHNX CoLiving Hamburg are excluded, except in cases of gross negligence or intent by PHNX CoLiving Hamburg.
5. If a parking space is made available to the customer in the underground car park or in a parking lot belonging to PHNX CoLiving Hamburg, even against payment, this does not constitute a safekeeping agreement. PHNX CoLiving Hamburg is not liable for loss of or damage to vehicles, parked or maneuvered in the parking lot or the underground car park, and their contents, except in cases of intent or gross negligence. The above clause VIII No. 1 and 2 apply accordingly.
6. Regarding the statute of limitations, please refer to section II No. 3.

IX. House rules

1. Animals are only allowed in the apartments, buildings and on the premises of PHNX CoLiving Hamburg with the written consent of PHNX CoLiving Hamburg. The customer may be required to pay additional charges for any approved pet keeping.
2. The PHNX CoLiving Hamburg building is a non-smoking building. Smoking is therefore prohibited in the buildings, especially in the apartments.
3. In the event of culpable violation of any of the provisions 1 and 2 above, PHNX CoLiving Hamburg is entitled to charge the customer a lump sum of 100,00 € for damages. The customer has the right to prove that PHNX CoLiving Hamburg has suffered less or no damage. In such cases, PHNX CoLiving Hamburg reserves the right to claim further damage and to terminate the CoLiving accommodation agreement without notice for good cause.

X. Data Protection

1. This data protection information and declaration applies to the data processing by PHNX CoLiving Hamburg, i.e. PHNX GmbH c/o Sauer Real Estate, Hannoversche Straße 88, 21073 Hamburg, as the

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responsible party in the sense of the General Data Protection Regulation (GDPR) in the legal relationship between the customer and PHNX CoLiving Hamburg.

2. For the purpose of the initiation and execution of the accommodation agreement, PHNX CoLiving Hamburg processes the following personal data in the sense of the GDPR, provided by the customer or interested guests: Title, first name, surname, address, e-mail address, telephone number, date of birth, payment data, as well as reservation data, contract data, billing and service data, interest in accommodation, correspondence during the rental period, etc.

3. The aforementioned data processing is necessary in accordance with Art. 6 Para. 1 S. 1 lit. b, f GDPR for the purposes mentioned and for the mutual fulfilment of obligations arising from the accommodation agreement and, if applicable, to safeguard the legitimate interests of PHNX CoLiving Hamburg. Accommodation providers such as PHNX CoLiving Hamburg are also required by the legal registration regulations and therefore in accordance with § 6 para 1 S. 1 lit. c GDPR to request information about the name, place of residence, date of birth and nationality of their guests and accompanying persons.

4. The personal data of guests and customers as tenants are regularly stored until the expiry of the statutory three-year period of limitation (§ 195 BGB) and deleted upon expiry of this period if they are no longer required for the fulfilment of the contract (guest, rental and service contracts). Registration forms are stored in accordance with the current Registration Act for the minimum period required by law and are then destroyed under special precautions in accordance with data protection regulations. If PHNX CoLiving Hamburg is obliged to store the data for a longer period of time than stated in accordance with article 6 paragraph 1 sentence 1 lit. c GDPR due to tax and commercial storage and documentation obligations (e.g. from HGB, StGB or AO), or if the customer has agreed to a storage exceeding this period according to article 6 para. 1 S. 1 lit. a GDPR, these time limits are applicable for a deletion/storage.

5. The customer's personal data will not be passed on to third parties other than those named below, and not for any other purposes than those listed. The customer's personal data will be passed on to third parties as follows, insofar as this is necessary for the handling of the accommodation relationship with the customer in accordance with Art. 6 para. 1 S. 1 lit. b GDPR:

- for the purpose of billing any consumption costs, consumption data for food, drinks, telephone calls made from the room and other services booked are processed and forwarded to any billing company commissioned, unless the costs are already part of the agreed rent;
- for the purpose of payment processing, personal data will be forwarded to respectively commissioned payment service providers;
- for the purpose of fulfilling repair and maintenance obligations of the accommodation rooms, the customer's name and contact details may be passed on to the relevant tradesman/service provider or expert or the insurance company involved if necessary;
- for the purpose of fulfilling legal requirements, personal data will be passed on to public authorities.

The data passed on may, of course, be used by the aforementioned recipients exclusively for the aforementioned purposes. PHNX CoLiving Hamburg is entitled to pass on personal data to processors commissioned in accordance with the provisions of § 11 GDPR.

6. Rights of data subjects

The customer and guests have the right

- to revoke a consent given to PHNX CoLiving Hamburg in accordance with Art. 7 para. 3 GDPR, and
- to request information on the data processed by PHNX CoLiving Hamburg in accordance with article 15 GDPR,

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- to request the correction of their data records stored at PHNX CoLiving Hamburg according to Art. 16 GDPR, as well as
- to request the deletion of your personal data in accordance with Art. 17 GDPR

The customer is also entitled to

- the right to limit processing in accordance with Art.18 GDPR,
 - be informed in connection with the correction or deletion of personal data or the restriction of processing in accordance with Art. 19 GDPR, as well as
 - the right to data portability in accordance with Art. 20 GDPR.
- In addition, there is a right of appeal to a supervisory authority pursuant to Art. 77 GDPR.

7. Right of objection

If personal data of customers and guests are processed, based on legitimate interests according to Art. 6 para. 1 S. 1 letter f GDPR, they have the right to object to the processing of their personal data according to Art. 21 GDPR, if there are reasons for this based on their special situation. The customers and/or guests who wish to exercise their right to object should contact the address of the person responsible as stated above.

8. Miscellaneous

There is no data transfer to third countries.

XI. Final provisions

1. Changes or amendments to the CoLiving admission agreement, these terms and conditions or the acceptance of an application for a CoLiving Admission Agreement with PHNX CoLiving Hamburg must be in writing. Unilateral changes or amendments by the customer are invalid. Any waiver of the written form must also be made in writing.

2. Place of fulfillment and payment is the seat of PHNX CoLiving Hamburg.

3. Exclusive place of jurisdiction, also for disputes regarding checks and bills of exchange, is the seat of PHNX CoLiving Hamburg. If the customer fulfills the requirements of § 38 paragraph 2 ZPO and has no general place of jurisdiction in Germany, then the seat of PHNX CoLiving Hamburg as the place of jurisdiction is expressly agreed.

4 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

5. Should any provision of these terms and conditions be or become invalid or void, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that comes closest to the original intention. In all other respects the statutory provisions shall apply.

With your booking you accept the terms and conditions.

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