

General Terms and Conditions of Brera GmbH

I. Scope of Application

1. The following terms and conditions apply to contracts for the rental of serviced apartments from Brera GmbH (hereinafter referred to as "**serviced apartment operator**") for the purpose of accommodation, as well as to all other services provided by the serviced apartment operator to the customer in this context. The serviced apartment operator may also provide its services through third parties.
2. The customer's terms and conditions of business only apply, if this has been expressly agreed in writing in advance.

II. Conclusion of Contract

1. The contract is concluded by acceptance of the customer's application by the serviced apartment operator. The serviced apartment operator is free to accept the application in writing, in text form (e-mail) or conclusively by providing the service.
2. If the customer makes a group booking, a so-called allotment contract is concluded. The allotment contract is additionally regulated in a further agreement to be concluded between the serviced apartment operator and the customer. The customer is liable within the scope of this allotment contract for all damages culpably caused by the end user.
3. A group booking exists if a customer makes bookings of more than 10 serviced apartments, which are temporally and/or factually related, by way of one or more booking transactions. A group booking is independent of the method of booking. This can be done by telephone, e-mail, in writing or by other means.
4. Contractual partners are exclusively the customer and the serviced apartment operator. If a third party has booked on behalf of the customer, e.g. an agent or a company for its employees that does not want to become a contractual partner itself, it is liable to the serviced apartment operator together with the customer for all obligations arising from the contract as joint and separate debtors.

III. Withdrawal of the Serviced Apartment Operator

1. If an agreed advance payment or an advance payment demanded on the basis of these general terms and conditions is not made in due time, the serviced apartment operator is entitled to withdraw from the contract. Furthermore, the serviced apartment operator can assert claims for damages against the customer.
2. The serviced apartment operator is furthermore entitled to withdraw from the contract for good cause. A good cause exists in particular if:
 - force majeure or other circumstances for which the serviced apartment operator is not responsible make the fulfilment of the contract impossible;
 - the serviced apartment was booked giving misleading or false information of essential facts (e.g. in the person of the customer or end user);
 - the serviced apartment operator has justified reason to assume that the use of his service can endanger the smooth business operation, the security or the reputation of the serviced apartment operator in public, without this being attributable to the sphere of control and organisation of the serviced apartment operator;
 - the customer or the end user leaves the serviced apartment to a third party without prior authorisation;
 - the customer or the end user uses or makes use of the serviced apartment contrary to the contract, e.g. commercially or for other purposes not directly related to mere overnight accommodation;
 - the customer or the end user continues to disturb the peace and quiet of the serviced apartment.
3. If the withdrawal of the serviced apartment operator was justified, the customer has no claim for damages.

IV. Withdrawal of the Customer (Withdrawal of the Booking/Cancellation) / Non-Utilisation of Services

1. A withdrawal of the customer from the contract concluded with the serviced apartment operator is only possible if a right of withdrawal was expressly agreed in the contract, a legal right of withdrawal exists or if the serviced apartment operator expressly agrees to the cancellation of the contract. The

agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract shall be made in text form in any case.

2. If a date for free of charge withdrawal from the contract has been agreed between the serviced apartment operator and the customer, the customer can withdraw from the contract until then without triggering payment or damage claims by the serviced apartment operator. The customer's right of withdrawal expires if he does not exercise his right of withdrawal towards the serviced apartment operator by the agreed date.
3. If neither a contractual nor a legal right of withdrawal exists in favour of the customer, the serviced apartment operator retains the claim to the agreed remuneration despite the non-utilisation of the service. However, the serviced apartment operator must take into account the income from an alternative use of the serviced apartment as well as the saved expenses. If the serviced apartments are not let to other parties, the serviced apartment operator may make a lump-sum deduction for saved expenses. Unless otherwise agreed, the customer is in this case obliged to pay 80% of the total price. The customer is at liberty to prove that the aforementioned claim did not arise, or did not arise in the amount claimed.
4. The customer is entitled to withdraw from the contract free of charge within 24 hours after the booking has been made. The withdrawal shall be made in text form (e-mail). The receipt of the declaration of withdrawal by the serviced apartment operator is decisive for the timeliness of the declaration of withdrawal.
5. The above regulations on compensation apply accordingly if the customer does not make use of the booked serviced apartment or the booked services without informing the serviced apartment operator in good time.

V. Arrival, handover of the serviced apartment

1. The serviced apartment is provided exclusively for accommodation purposes.
2. The customer has the right to be provided with a serviced apartment of the booked category. He has no claim to the provision of a specific serviced apartment, unless otherwise agreed.

3. The serviced apartment is available to the customer from 3 p.m. on the agreed day of arrival. The customer has no right to an earlier availability.

VI. Services, Prices, Payment, Set-off

1. The service of the serviced apartment operator is the provision of apartments, the provision of further services such as the rental of parking spaces, pre-payment of expenses for the customer to third parties, services purchased from third parties, taxes, local and state fees, and other costs incurred by or as a result of the customer's accommodation, such as damage caused by the customer. The prices offered apply only to the total volume. Should individual parts of the total volume be cancelled or changed, the serviced apartment operator reserves the right to cancel or recalculate the binding volume.
2. The customer is obliged to pay the agreed or applicable prices for the provision of the serviced apartment as well as for the other services used by him (total price). If a specific price agreement cannot be established, the prices applicable in the serviced apartment house at the respective time of the provision of services shall be deemed agreed. This also applies to services of third parties commissioned by the customer directly or via the serviced apartment operator, the remuneration of which is disbursed by the serviced apartment operator.
3. The agreed prices include the statutory value added tax applicable at the time of the conclusion of the contract. In the event of any changes in the statutory value added tax, the prices shall be adjusted accordingly. If there are more than four months between the conclusion and fulfilment of the contract and if the prices applicable to the serviced apartment house have increased during this period, the serviced apartment operator can increase the contractually agreed prices appropriately, but by a maximum of 10%. Subsequent changes to the services may lead to a corresponding price adjustment according to the prices applicable to the serviced apartment house for the additional part of the service.
4. The accommodation price is an all-inclusive price and basically includes all incidental costs incurred. The prices do not include any public charges that may be incurred, such as visitor's tax, cultural promotion levies (so-called "bed tax"), etc. The respective amounts will be invoiced separately to the customer.
5. The services of the serviced apartment operator are due for payment without deduction immediately after booking and / or service provision and / or receipt

of an invoice. The serviced apartment operator can demand immediate payment from the customer at any time. The customer is in default if he does not make payment within 7 bank working days at the latest after the due date and receipt of an invoice. For each reminder, the customer must reimburse a lump sum of € 10.00 for the reminder costs incurred. The customer is free to prove that the serviced apartment operator has incurred no or significantly lower reminder costs. In the case of customers who are not consumers, the serviced apartment operator can also assert the claim as per § 288 art. 5 BGB (German Civil Code) instead.

6. The serviced apartment operator is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract in a form to be determined by the serviced apartment operator (credit card guarantee, deposit or advance payment). The amount of the advance payment and / or security deposit and the payment dates can be stipulated in the contract.
7. In justified cases (e.g. payment arrears of the customer or extension of the scope of the contract) the serviced apartment operator is entitled to demand an increase of the advance payment stipulated in the contract or an increased security deposit in the amount of the expected accommodation costs.
8. The serviced apartment operator is also entitled to demand a reasonable advance payment or security deposit from the customer at the beginning of and during the stay, if such a deposit has not already been paid in accordance with the above regulations.
9. Unless otherwise agreed, the price of the accommodation, any other agreed charges and any damages and inventory shortages present at the time of departure will be charged to the credit card provided by the customer at the time of booking. The customer authorises the serviced apartment operator as well as its authorised debt collector to debit all amounts falling due from the credit card named by the customer at the time of booking, presented at the time of conclusion of the contract or subsequently presented or additionally named by the customer.
10. The customer may only offset any claims of the serviced apartment operator against undisputed, legally established counterclaims or counterclaims ready for decision or exercise a right of retention.

VII. Use / Usage of the Serviced Apartment

1. The serviced apartment operator provides the serviced apartment to the customer exclusively for accommodation purposes and exclusively for temporary use. Subletting or other transfer of use to third parties not named in the contract is not permitted without the prior written consent of the serviced apartment operator.
2. The keeping of pets must be agreed individually on site and is only possible for stays of 28 days or more.
3. All serviced apartments are non-smoking apartments. Should smoking nevertheless take place in the serviced apartment, a lump sum compensation in the amount of € 500.00 will be due for the separately incurred cleaning costs as well as any loss of revenue due to the apartment (temporary) not being available on the rental market. The customer is at liberty to prove that no damage or considerably less damage has been incurred. Any further claims for damages by the serviced apartment operator remain unaffected.
4. Washing machines and dryers are available to the customer as services of the serviced apartment operator in the common rooms. These appliances are used at the customer's own risk. The customer must check the appliances thoroughly for damage and residues before using them and notify the serviced apartment operator immediately in the event of damage or malfunction. The serviced apartment operator is not liable for laundry that has been left lying around, stolen, discoloured, otherwise soiled, shrunk or otherwise damaged. After use, the equipment must be left in a proper and clean condition in order to be used by other guests of the serviced apartment house.

VIII. Treatment of the Serviced Apartments

1. The customer receives a house/door key or card for the serviced apartment when moving in, as well as any other means of access or entry, which must be returned to the serviced apartment operator on departure.
2. The customer shall treat the serviced apartment and the common rooms and facilities with care and consideration.

3. The inventory of the serviced apartments may not be removed. The attachment or placement of any decorations on the walls is prohibited.
4. The customer is liable to the serviced apartment operator for any damage caused by breach of the duty of care and has an obligation to notify the operator, in particular also if the rooms are insufficiently ventilated, cleaned, heated or insufficiently protected against frost.

IX. Liability

1. The liability of the serviced apartment operator is limited to the violation of essential contractual obligations. Essential contractual obligations are obligations, which are necessary to achieve the purpose of the contract. Apart from that, the serviced apartment operator is only liable for his obligations towards the customer in case of intent and gross negligence. The above and all other exclusions and limitations of liability of the serviced apartment operator contained in these GTC apply only if there is no injury to life, body or health.
2. The customer must notify the serviced apartment operator immediately of any recognisable defects or other damage in or to the serviced apartment or its furnishings. The customer is liable for further damage caused by delayed notification. The assertion of further claims for damages remains unaffected.
3. The statutory provisions apply to items brought into the apartment by the customer, in particular the statutory maximum liability amounts of §§ 701 ff. BGB (German Civil Code). The liability claims expire, if the customer does not notify the serviced apartment operator immediately after becoming aware of the loss, destruction or damage (§ 703 BGB).
4. Items left behind by the customer will only be forwarded at the customer's request, risk and reimbursement of the costs incurred for this. The serviced apartment operator keeps the objects for six months after notification of the finding of the objects to the person entitled to receive them or to the competent authority. The serviced apartment operator is entitled and, if ordered to do so by the competent authority, obliged to deliver the item to the competent authority. After the expiry of the six-month storage period, the serviced apartment operator acquires ownership of the item if the person entitled to receive the item has neither become known nor registered his right with the competent authority. Regarding the claims for reimbursement of the

serviced apartment operator for the safekeeping and preservation of the object as well as the finder's fee to which the serviced apartment operator is entitled, reference is made to §§ 970, 971 BGB (German Civil Code). The statutory provisions of §§ 965 ff. BGB remain unaffected.

5. If any parking spaces are made available to the customer in an underground car park or in a car park of the serviced apartment house (against payment or free of charge), this does not constitute a custody agreement. The serviced apartment operator is not obliged to monitor the parking spaces. The serviced apartment operator is not liable for any losses or any damages to motor vehicles and their contents parked or manoeuvred on the property of the serviced apartment house, insofar as the serviced apartment operator, its legal representatives or its vicarious agents are not responsible for intent or gross negligence. In this case, any damages must be claimed against the serviced apartment operator before leaving the property at the very latest.

X. Physical Access to the Serviced Apartment

1. The serviced apartment operator, his representatives or authorised agents are entitled to enter the serviced apartment at any time within the scope of the additional services booked by the customer (e.g. cleaning, bed and towel change, shopping service, etc.). As a rule, services are provided within the framework of the service times agreed with the customer in advance. If in individual cases service times cannot be adhered to, the service shall be provided with the greatest possible consideration for the customer (e.g. announcing entry by knocking, carefully making sure that the customer is not disturbed, etc.). There is no entitlement to the provision of services at a specific time of day.
2. In the event of danger, the serviced apartment operator, his representatives or authorised agents are permitted access at any time of day or night.
3. Otherwise the serviced apartment operator, its agents or authorised representatives are entitled to enter the serviced apartment for the purpose of inspection and testing after prior notification.
4. If the customer is absent for more than 2 weeks, he must close all water tubes and leave the key/card with the serviced apartment operator.

XI. Duration of the Accommodation Contract

1. A booking can be made for a minimum of 3 days and a maximum of 6 months (including any extension of the contract). A tacit extension through continued use does not take place.
2. Price increases for contract extensions/new bookings remain reserved.

XII. Return of the Serviced Apartments

1. On the day of departure, the serviced apartment must be returned by 11:00 a.m. at the latest; it must be clean, completely vacated and in the same condition as on arrival. Please refer to section V. no. 3 above.
2. In the event of late return on the day of departure, the serviced apartment operator may charge an amount of 50% of the full overnight price (see list price) for the additional use of the serviced apartment until 6:00 p.m., and an amount of 100% from 6:00 p.m. onwards, in addition to the loss incurred by him as a result. The customer is at liberty to prove to the serviced apartment operator that the latter has not suffered any damage or that the damage is considerably less. The serviced apartment operator is also free to prove higher damages.
3. On departure, you must:
 - close all windows;
 - switch off all electrical appliances, except the refrigerator;
 - dispose of all rubbish in the rubbish bins provided;
 - place all keys/cards and other means of access to the serviced apartment on the dining table;
 - place all additional services (material resources), if booked, in their entirety in the boxes received on moving in.
4. The final cleaning will be carried out by the serviced apartment operator, only in case of exceptionally heavy soiling any additional cleaning costs incurred within the framework of a special cleaning will be additionally charged to the customer. This also applies to excessive soiling detected during the customer's stay. The serviced apartment operator reserves the right to assert further claims for damages due to excessive soiling.

5. Any damages in or to the serviced apartment, damages to or the absence of inventory or damages to the common areas and/or their facilities will be charged to the credit card provided by the customer at the time of booking. In the event that alternative payment methods are granted and security is otherwise agreed, corresponding damages and inventory shortages will be charged against this security, if this has not previously been claimed. Any damages in excess of the credit type limit available to the customer or in excess of the security provided otherwise will be invoiced separately to the customer and, insofar as already identified on departure in the course of the return, will be settled with the final invoice.

XIII. Statute of Limitations

All claims of the customer against the serviced apartment operator arising from or in connection with the contract are subject to a limitation period of one year. Section 199 (1) of the BGB (German Civil Code) applies to the commencement of the limitation period. The shortening of the statute of limitations does not apply to claims which are based on an intentional or grossly negligent breach of duty by the serviced apartment operator or in the case of injury to life, body or health.

XIV. Final Provisions

1. German law shall apply exclusively.
2. In commercial transactions, the exclusive place of jurisdiction, as far as legally permissible, is Munich. However, the serviced apartment operator can also sue the customer at his discretion at the location of the respective serviced apartment house or at the customer's registered address. The same applies in any case if the customer fulfils the prerequisite of § 38 art. 2 ZPO (German Code of Civil Procedure) and does not have a general place of jurisdiction in Germany.
3. The place of performance and payment in commercial transactions is the location of the respective serviced apartment house.
4. In case any individual provisions of these General Terms and Conditions are or become invalid, this does not affect the validity of the remaining provisions. In this case, the customer and the serviced apartment operator commit to

replacing the invalid provision with a valid provision which, as far as legally possible, comes as close as possible to what the contracting parties intended economically. The same applies in the event of any loopholes in the provisions.

Status: May 2021