

General Terms and Conditions for Short Term Accommodation (not longer than 30 days)

1. Introductory provisions

- 2.** Zeitraum Raclawicka Limited liability company with its registered office in Warsaw at 35 Wspólna st., flat 9 (00-519 Warsaw), entered in the Register of Entrepreneurs by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under National Court Register number 0001094493. (hereinafter referred to as "Zeitraum") is the operator of the following real estates, in which, among other things, provides its clients with accommodation services:

- **Zeitraum Raclawicka Apartments Kraków** at Raclawicka 58, 30-017 Kraków, Poland (hereinafter collectively referred to as "**Zeitraum Apartments**").

- 2.1.** Zeitraum Apartments offer short term accommodation – not longer than 30 days - and related services in apartments of various categories.
- 2.2.** These General Terms and Conditions for Accommodation (hereinafter referred to as the "**GTC**") regulate (i) the procedure regarding the conclusion of an Accommodation Agreement between Zeitraum as the operator of Zeitraum Apartments and a natural person or legal entity interested in accommodation in Zeitraum Apartments via the website www.apartments.zeitraum.re (hereinafter referred to as the "**Client**" and the "**Agreement**") and (ii) the rights and obligations of Zeitraum and the Client arising under the Agreement.
- 2.3.** Pursuant to the Agreement and under the conditions set therein and in the GTC, Zeitraum undertakes to provide the Client with accommodation in Zeitraum Apartments for the agreed period in the accommodation premises designated by Zeitraum according to the category of accommodation premises selected by the Client (hereinafter referred to as the "**Accommodation Premises**") and the Client undertakes to pay Zeitraum the agreed price for the accommodation in the Accommodation Premises and for the related services.
- 2.4.** These GTC are an integral part of the Agreement. Deviating provisions in the Agreement shall prevail over the provisions of these GTC.
- 2.5.** The Agreement Parties' rights and obligations not expressly regulated by the Agreement and these GTC are governed by generally binding legal regulations in Poland, particularly the provisions of the Polish Civil Code, as amended (hereinafter the "**Civil Code**").

3. Agreement conclusion

- 3.1.** The electronic presentation of available Accommodation Premises with prices published on the Zeitraum website represents an invitation for the Agreement's conclusion within the meaning of § 71 of the Civil Code and not an offer in the meaning of Civil Code.
- 3.2.** The Agreement is concluded on the basis of the Client's offer made via the electronic reservation system on the Zeitraum website (hereinafter referred to as the "**Order**"), if the system confirms – in electronic way - the offer placed there by the Client (hereinafter referred to as the "**Order Confirmation**").
- 3.3.** On the Zeitraum website the Client shall choose (i) Zeitraum Apartments, (ii) the type of room in the selected Zeitraum Apartments, (iii) the number of people, (iv) the required accommodation period (arrival date and departure date) (hereinafter referred to as the "**Accommodation Period**"), and (v) the currency of PLN or EUR in which the Client wishes to pay the accommodation price to Zeitraum. Subsequently, for Order purposes, the Client completes the information regarding their identification and contact details (especially name and surname, passport or identity card number, permanent residential address, telephone

number, e-mail address) and consent to proceed the personal data. Before sending the Order, the Client is allowed to check and change the data they have entered in the Order.

- 3.4. Before sending the Order, the Client has a link to these GTC to get acquainted therewith. These GTC are also available to the Client at any time on the Zeitraum website. Before sending the Order, the Client confirms by checking the appropriate box that they acknowledge that the Client and Zeitraum's rights and obligations are regulated by the Agreement and these GTC, that they have read these GTC and agrees therewith. It is not possible to place an Order without confirming this information.
- 3.5. The Client places the Order by sending it, whereby the Client also confirms the correctness of the entered identification and contact details. By sending the Order, the Client agrees to using distance communication when concluding the Agreement. The costs incurred by the Client by using distance communication in connection with the Agreement's conclusion shall be borne by the Client themselves.
- 3.6. The Order Confirmation generated via electronic reservation system is the Offer's acceptance. By generating the Order Confirmation via the electronic reservation system to the Client, the Agreement is concluded.
- 3.7. The Client is informed with regard to the accommodation price, including services related to the accommodation (hereinafter referred to as the "**Accommodation Price**") and the payment method before sending the Order, as well as in regard to the Agreement's cancellation policy. Before sending the Order, by checking the appropriate box, the Client confirms that they have read the cancellation policy and have agreed thereto. It is not possible to place an Order without confirming this information.
- 3.8. After sending the Order, without undue delay Zeitraum shall send confirmation to the Client's e-mail address specified in the Order regarding the Agreement's conclusion. Zeitraum shall send this confirmation of the Agreement's conclusion to the Client in the electronic form to the e-mail address specified in the Order, or to another Client's e-mail address, which the Client shall communicate to Zeitraum for this purpose at any time during the Agreement term at the Client's request.

4. Accommodation Price and Payment Terms

- 4.1. The Client is obliged to pay the Accommodation price to Zeitraum for accommodation in the Accommodation Premises the in the amount specified and confirmed by the Client in the Order. The Client pays the price for accommodation once in advance.
- 4.2. The Accommodation Price includes all taxes and fees.
- 4.3. The Client shall pay the Accommodation Price to Zeitraum in the manner chosen by the Client in the Order. Payment of the Accommodation Price can only be made by card payment in advance when booking. Cash payments are not accepted. If the Client fails to pay the Accommodation Price duly and in timely manner, Zeitraum is entitled to terminate the Agreement without a notice period. In such a case, the Client is also obliged to pay a cancellation fee to Zeitraum.

5. Cancellation conditions

- 5.1. The Client is entitled to unilaterally cancel the Agreement under conditions set-out in the Order. Any cancellation fee amount is stated in the Order.
- 5.2. The Client shall inform Zeitraum in writing regarding the Agreement's cancellation by e-mail at: raclawicka.apartments@zeitraum.re, the delivery date of the Agreement's termination notice to Zeitraum is decisive for compliance with the time limit.
- 5.3. If the Client fails to arrive to Zeitraum Apartments on the first day of the Accommodation Period for any reason, the Agreement expires (resolutive condition). In such a case, the Client is also

obliged to pay the cancellation fee to Zeitraum, and Zeitraum is entitled to use the paid Price for Accommodation to pay the cancellation fee.

- 5.4.** The Client is obliged to pay the cancellation fee even if the reason for the Client's cancellation of the Agreement is any extraordinary or unforeseeable circumstances arising independently of the Client's will (such as pandemics, natural disasters, terrorist attacks, government regulations on border closures, etc.).

6. Accommodation Premises

- 6.1.** By concluding the Agreement, the Client is entitled to accommodation in the selected category of Accommodation Premises in the Zeitraum Apartments selected by the Client, but not the right to accommodation in a specific room or apartment; this is determined by Zeitraum within Zeitraum Apartments and the category of Accommodation Premises selected by the Client.
- 6.2.** The Accommodation Premises are equipped with furnishings, whereby the general description is given on the Zeitraum website. The Accommodation Premises shall be handed over to the Client by Zeitraum on the first day of the Accommodation Period from 2 pm, unless the Parties agree otherwise in advance.
- 6.3.** The Client may use the Accommodation Premises exclusively for short term accommodation. The Client is not entitled to leave the Accommodation Premises or a part thereof for use by any third party, nor to allow any third party to use the Accommodation Premises together with the Client. In the event of a breach of this provision, Zeitraum is entitled to terminate the Agreement without notice.
- 6.4.** In the event of extraordinary circumstances (such as a water accident), Zeitraum is entitled to require the Client to move to other Accommodation Premises for the duration of such extraordinary circumstances, or for the time strictly necessary to eliminate the consequences of such extraordinary circumstances. The Client is obliged to comply with such request from Zeitraum and move to the new Accommodation Premises without undue delay after the notification's delivery to Zeitraum. If the Client does not agree with the change of the Accommodation Premises, they are entitled to terminate the Agreement without a notice period within 2 days of the delivery date of the notification given by Zeitraum.

7. Other rights and obligations

- 7.1.** The Client is obliged to use the Accommodation Premises in such a way that no damage occurs, or their condition deteriorates beyond normal wear and tear, and to keep them clean and in working order.
- 7.2.** The Client is obliged to behave in the Accommodation Premises and in the Zeitraum Apartments common areas in such a way as not to disturb or restrict other users.
- 7.3.** The Client is liable for all damage that arise in the Accommodation Premises, including their furnishings, and also for the damage that the Client causes to common areas or the Zeitraum Apartments equipment.
- 7.4.** Zeitraum Apartments, including the Accommodation Premises, are strictly non-smoking. The Client undertakes to comply with the smoking ban. In the event of breaching this smoking ban, Zeitraum is entitled to demand that the Client pays a contractual penalty in the amount of 900 PLN for each breach. In the event of fire sensors being triggered due to cigarette smoke and therefore causing a false fire alarm, the Client is obliged to reimburse in full the call-out of the fire brigades intervention. In the event of a breach of this smoking ban, Zeitraum is also entitled to terminate the Agreement without a notice period.

- 7.5. The Client is obliged to notify Zeitraum without undue delay all defect and the need for repairs to the Accommodation Premises, including their furnishings, and to enable Zeitraum to make such repairs.
- 7.6. The Client is not entitled to make any changes or modifications to the Accommodation Premises, including the assembly or installation of any objects on the Accommodation Premises walls.
- 7.7. Zeitraum publishes House Rules for the use of Zeitraum Apartments, which it is entitled to change unilaterally at any time. The House Rules, as amended, are always published (posted) in the Zeitraum Apartments common areas and on the Zeitraum website. The Client is obliged to observe these House Rules.
- 7.8. The Zeitraum Apartments common areas are equipped with a camera system to protect the property. The Client is obliged to tolerate the camera system's location in common areas of Zeitraum Apartments.
- 7.9. In connection with the accommodation, Zeitraum provides the Client with common services related to the accommodation, such as cleaning the Accommodation Premises, provision of bed linen and towels, etc. as agreed in Order Confirmation.
- 7.10. In the event that the Client is not authorised to stay on Poland territory, or his title to stay in Poland is expired, Zeitraum is entitled to terminate the Agreement without a notice period.
- 7.11. The Client acknowledges that personal data obtained during the Agreement's performance will be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016 on the protection of individuals with regard to personal data processing and on the free movement of such data, and in accordance with the Zeitraum Privacy Policy published on the Zeitraum website.

8. Agreement Termination

- 8.1. The Client is entitled to terminate the Agreement before the agreed Accommodation Period's expiry in the cases specified in these GTC.
- 8.2. Zeitraum is entitled to terminate the Agreement without a notice period before the agreed Accommodation Period's expiry, if the Client does not pay the Price for accommodation in time or if the Client violates their obligations under the Agreement and does not follow the request made by Zeitraum to rectify the proper state. Zeitraum is also entitled to terminate the Agreement before the agreed Accommodation Period's expiry in the cases specified in these GTC.
- 8.3. If the Client terminates the Agreement after the date stated in the Order Confirmation or for reasons on the part of the Client after the beginning of the Accommodation Period, Zeitraum is not obliged to return any part of the Accommodation Price to the Client.
- 8.4. At the end of the accommodation, the Client is obliged to return all the keys or access cards to the Accommodation Premises to Zeitraum.
- 8.5. The Client shall hand over the Accommodation Premises on the last day of the Accommodation Period to Zeitraum no later than at 11.00 am.
- 8.6. In the event of the Client's delay in vacating and handing over the Accommodation Premises duly and in timely manner, Zeitraum is entitled to demand that the Client pays a remuneration for use without contractual basis in the amount of the daily rate for the given type of accommodation for each day of such use.

9. Dispute settlement

- 9.1. All the disputes between Zeitraum and the Client arise under the Agreement shall be resolved primarily by negotiations between the Parties.

- 9.2.** In the event that a dispute between the Client and Zeitraum arises under the Agreement, which cannot be resolved by mutual agreement, the Client may submit a proposal for out-of-court settlement of such a dispute arisen under the Agreement to the competent entity responsible for out-of-court settlement of consumer disputes, which is:

Małopolski Wojewódzki Inspektor Inspekcji Handlowej w Krakowie
ul. Ujastek 7
31-752 Kraków
Województwo Małopolskie
E-mail: sekretariat@krakow.wiih.gov.pl
WEB: www.krakow.wiih.gov.pl

The necessary information for the out-of-court settlement of consumer disputes is published on the Polish Authority for Competition and Consumer Protection website <https://polubowne.uokik.gov.pl/kontakt,7.pl.html>.

- 9.3.** The Client can also use the online dispute resolution platform set up by the European Commission at https://consumer-redress.ec.europa.eu/index_pl.
- 9.4.** If the dispute between Zeitraum and the Client is not settled out-of-court, such dispute shall be resolved by the Polish courts.

10. Common and final provisions

- 10.1.** All the notifications, requests or other forms of communication made by one of the Parties under or in connection with the Agreement (hereinafter referred to as "**Notifications**") shall be made in writing and, unless otherwise specified, shall be delivered to the relevant party (addressee) in person, by courier, post or e-mail. The form of e-mail messages is also considered to be a text form. Unless otherwise specified, the contact details of the Parties for sending Notifications are:

Zeitraum:

address: (i) ul. Wspólna 35/9, 00-519 Warsaw

or

(ii) address of Zeitraum Apartments, in which the accommodation is arranged

e-mail: raclawicka.apartments@zeitraum.re

Client:

address: (i) the Client's permanent residential address

or

(ii) Zeitraum Apartments address where accommodation is arranged, if the Client is using the Accommodation Premises at the time of sending the Notification,

e-mail: Client's e-mail specified in the Order

- 10.2.** The Accommodation Agreement is governed by Polish law.
- 10.3.** The Agreement is concluded in Polish or in English language (depending from the language chosen by the Client while putting the Order).
- 10.4.** Zeitraum is not bound by any code of conduct.