



Overview

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GENERAL TERMS AND CONDITIONS

for the provision of services to Housing Providers

under the Flatio® brand ("GTC")

*Flatio, s.r.o., with its registered office at Dominikánské náměstí 187/5, 602 00 Brno, Czech Republic, ID No. 038 88 703, e-mail: info@flatio.com, telephone: +44 7723 495945 (the "**Operator**") operates an information system accessible under the domain flatio.com and its country-specific subdomains (hereinafter collectively "Flatio® "). Flatio® enables owners and managers ("**Housing Providers**") of fully-furnished premises suitable for housing ("**Housing Premises**") to offer them through application My Rentals for rent to persons interested in renting them ("**Housing Seekers**") on a short- to long-term basis.*

1. About Flatio®

1.1 The Flatio® platform is used to conclude agreements for the use of the Housing Premises and contains basic information about the Housing Premises (i.e., including, but not limited to: photographs, a description of the furnishings, the amount of rent, and the wording of the lease agreement to be concluded between the Housing Provider and the Housing Seeker) and documents for the rental. Flatio® allows Housing Seekers to browse the Housing Premises listed on its platform. Registered Housing Seekers can then contact a Housing Provider and conclude an agreement with them for the use of the listed Housing Premises (the "**Lease Agreement**").

1.2 The Housing Provider is obligated to provide truthful and up-to-date information about the Housing Premises listed through the My Rentals application that reflects the actual condition of the Housing Premises. Failure to comply with this obligation may result in a penalty of up to first month's rent, depending on the relevant Lease Agreement. The Operator reserves the right to review the content of Flatio® to determine violations of the rules set forth in this GTC document and the respective Lease Agreements. The Operator

reserves the right to cancel reservations and deactivate a user account in case of violation of Flatio® rules.

1.3 The Operator acts as an intermediary that facilitates the conclusion of a Lease Agreement between the Housing Seeker and the Housing Provider. The Housing Provider shall pay the Operator a fee for facilitating the Lease Agreement (hereinafter referred to as the "**Commission Fee**"). The amount of the Commission Fee and the terms of payment are set forth in the My Rentals application.

1.4 All costs related to the conclusion of the Lease Agreement and its execution shall be borne by the Housing Seeker and the Housing Provider. If the Housing Seeker is entitled to a refund of the overpaid rent due to a change in the Lease Agreement, the Housing Provider and the Housing Seeker shall be obliged to settle the financial obligations without the participation of the Operator.

1.5 The Operator shall ensure that the Housing Provider that doesn't collect deposits has the rights related to **Rental Insurance | Powered by AXA** (hereinafter referred to as "Rental Insurance"). The Rental Insurance conditions are available on the website and in the My Rentals app.

1.6 If the Housing Provider recommends a new Housing Provider who concludes a Lease Agreement through Flatio®, the Housing Provider who made the recommendation is entitled to receive compensation in return. The details are set out in the currently valid rules published by the Operator in the My Rentals application.

2. Flatio® Lease Agreement

2.1 The Housing Premises listed are fully furnished and ready to move in. Utilities associated with the use of the Housing Premises (water, electricity, gas and wi-fi internet connection) are included in the rent (up to 15% of the rent) and are not billed separately to the Housing Seekers. If a Housing Seeker who has created an account on Flatio® is interested in renting a particular *Housing Premises*, they must send a reservation request (the "**Reservation Request**") to the Housing Provider through Flatio®, which automatically includes their registration data to the extent necessary for the Housing Provider to decide whether or not to consider and approve the Reservation Request.

2.2 The Housing Provider has 24 hours to accept the Reservation Request (although this period may be extended by another 24 hours upon the Housing Seeker's instructions/confirmation). Changes to the equipment list after receipt of the Reservation Request may be made by the Housing Provider only with the prior consent of the Housing Seeker.

2.3 The Housing Provider is entitled to reject a Reservation Request without giving a reason. If the Housing Provider doesn't respond to a Reservation Request within 24 hours of receipt, it'll be considered rejected. Repeated unjustified rejections may cause the user account to be deactivated.

2.4 By accepting the Reservation Request, the Housing Provider makes an offer to conclude a Lease Agreement, which will be sent to the Housing Seeker via Flatio® for acceptance. The wording of the Lease Agreement must be consistent in all material respects

with the wording published on Flatio® in the description of the listed Housing Premises. The number of persons indicated in the reservation is binding.

2.5 From the moment of acceptance of the Reservation Request, a 24-hour protection period begins for the benefit of the Housing Seeker during which they can accept the offer to conclude the Lease Agreement.

2.6 The offer to conclude the Lease Agreement shall be deemed accepted by the Housing Seeker once the last of the following conditions is met:

- A. The Housing Seeker fills in the required information on Flatio®, which is then inserted into the draft Lease Agreement (the final wording of which is then generated for review by the Housing Seeker),
- B. The Housing Seeker clicks on the appropriate button on Flatio® to approve the Lease Agreement, and
- C. By entering the confirmation code, which is sent by the Operator to the Housing Seeker, they accept the offer to sign the Lease Agreement (by clicking on the "I accept the proposed Lease Agreement").

Thereafter, the Housing Seeker uploads a scan copy of their personal ID on Flatio®. The Housing Provider ensures that the data in the Lease Agreement matches the data in the uploaded copy of the Housing Seeker's ID.

2.7 The Housing Seeker shall pay to the Operator a service fee, the first rent payment and the deposit (if applicable) under the Lease Agreement (together as "**First Payment**") immediately upon entering into the Lease Agreement and, in any event, no later than within 24 hours of the Housing Provider's acceptance of the Reservation Request. From the moment the prescribed payment has been duly and fully paid, the Lease Agreement shall come into force. The above period may be extended upon the Housing Provider's instruction/consent. If the Reservation Request is made less than 24 hours prior to the move-in time as set forth in the Lease Agreement, the time period for the above payment is reduced from 24 hours to 3 hours as of the acceptance of the Reservation Request. During the first 24 hours after acceptance of the Reservation Request, the Housing Provider must not rent the Housing Premises in question to another Housing Seeker or to a third party. The final text of the Lease Agreement is available on Flatio® and will be sent to the user's email.

2.8 If the Housing Seeker has signed the Lease Agreement and paid the First Payment, the contracting parties are bound by the Lease Agreement. If the Housing Premises are not handed over under a valid and effective Lease Agreement to the Housing Seeker, the Housing Provider is obliged to pay the Operator a contractual penalty in the amount of the costs associated with not handing over the Housing Premises and lost profits, up to the amount of the first rent under the relevant Lease Agreement.

2.9 If the Housing Seeker fails to meet their obligation to pay the First Payment, the Lease Agreement shall be deemed canceled. If the Housing Seeker fulfills their obligation to make the First Payment after the deadline stipulated in point 2.7, but the Housing Provider does not exercise their right to cancel the Lease Agreement within the next 24 hours after the deadline stipulated in point 2.7 above, the Lease Agreement shall enter into force.

2.10 If the Housing Seeker fails to properly and timely appear for handover of the

Housing Premises or terminates the Lease Agreement without fault on the part of the Housing Provider (within the period from the payment of the First Payment under the Lease Agreement to the handover of the Housing Premises to the Housing Seeker), the Housing Provider shall receive compensation from the Operator in an amount equal to a portion of the first rent, calculated in accordance with the cancellation policy. The cancellation conditions are set by the Housing Provider in the My Rentals account for each listing and are always available in the reservation detail page.

2.11 The Housing Provider can terminate the Lease Agreement by providing notice to the Operator prior to the day of the handover of the Housing Premises, without the need for a reason or notice period. In such a case, however, the Housing Provider is obliged to pay the operator a penalty in the amount of:

- A. 0% of the first rent, if the termination is made 30 and more days before the beginning of the lease;
- B. 50% of the first rent, if the termination is made between 29 and 14 days (including these days) before the beginning of the lease;
- C. 100% of the first rent, if the termination is made 13 or less days before the beginning of the lease.

2.12 The Operator shall forward rent payments to the Housing Provider immediately upon their receipt from the tenant (previous Housing Seeker). In case of the first rent payment, the amount shall be transferred immediately after the tenant confirms the handover or the Housing Provider proves to the Operator that the Housing Premises have been properly handed over to the tenant. If neither party confirms, then the first rent payment automatically leaves no later than the third working day after moving in.

2.13 The Operator has the right to set off debts owed to the Housing Seeker or Housing Provider against their debts to the Operator. All fees related to payments (currency conversions, etc.) are always borne by the party making the transfer.

2.14 The Flatio® Housing Provider may require a deposit in accordance with the requirements of the relevant national, regional, and local legislation. If the deposit isn't mandatory, it can only be required for leases of 180 days or more. Payment of the deposit is then a condition for the validity of the Lease Agreement. The Housing Provider will refund the deposit by bank transfer within a period not exceeding 7 days after from the handover of the Residential Premises back provided that the tenant (previous Housing Seeker) has no arrears and leaves the Housing Premises tidy, clean and in good condition after the final inspection, normal tear and wear considered. Otherwise, the Housing Provider is entitled to set off damages or any unpaid payments under the Lease Agreement against the security deposit.

2.15 The House Rules document and the Handover Protocol (including all schedules) are an integral part of the Lease Agreement. These documents shall be provided to the Housing Seeker by the Housing Provider.

3. The right to withdraw from the Lease Agreement

3.1 The Operator grants the Housing Seeker the right to withdraw from the Lease Agreement after the handover until 8:00 p.m. of the day following the day of the handover of the Housing Premises if the listing's details on Flatio® don't substantially correspond to the actual conditions of the accommodation and the condition cannot be remedied immediately. The Housing Seeker is obliged to inform the Operator about the withdrawal by phone or email and to prove the reasons for the withdrawal.

3.2 The right to withdraw from the Lease Agreement arises only if the reason for withdrawal is

- A. the fact that the Housing Premises are different ones than the listing on Flatio®, or
- B. if there is a significant issue with the Housing Premises's hygiene or functionality (such as mold, lack of heating, electricity or water) and the Housing Provider does not fix the problem within 48 hours of the accommodation being handed over or does not agree on reducing the rent with the Housing Seeker.

3.3 If, pursuant to an agreement between the Housing Seeker and the Housing Provider, the Housing Premises are handed over later than the first day of the lease and the Housing Seeker fails to notify the Operator in writing of such agreement no later than the first agreed day of the tenancy, the provisions of Clause 3.1 shall not apply.

4. Final Provisions

4.1 If any provision of this GTC document is or becomes invalid or ineffective, such invalid provision shall be replaced by a new provision that most closely reflects the intent of the invalid provision. The invalidity or ineffectiveness of individual provisions shall not affect the validity of the remaining provisions.

4.2 The Operator has the right to offset Commission Fee against payments received and processed on behalf of the Housing Provider.

4.3 The Operator is entitled to grant to Housing seekers (future tenants), at its own initiative, a discount from the rental price. The Housing Provider is compensated for the discount with a proportionate (corresponding) reduction of the Commission Fee due by the Housing Provider to the Operator.

4.4 The Housing Providers and the Housing Seekers can rate each other via Flatio®. The rating is accessible for the Operator and users of the Flatio®.

4.5 The Operator has the right to publish advertisements for the listed Housing Premises by a third party and to publish reviews by Housing Seekers of the Housing Premises, including photographs.

4.6 This GTC document is governed by and prepared in accordance with Czech law. If the Housing Provider and the Housing Seeker act as consumers and mandatory statutory consumer protection provisions in their country of residence contain provisions that are more favorable to them, these provisions shall apply regardless of the choice of Czech law. The

Housing Provider and the Housing Seeker may, as consumers, bring all legal proceedings in connection with this GTC document before the competent court of their place of residence or the competent court of Flatio®'s place of business in the Czech Republic. If Flatio® intends to enforce its rights against the Housing Provider and the Housing Seeker as consumers, we can only do so in the courts of the country where the Housing Provider and the Housing Seeker are domiciled. If the Housing Provider and the Housing Seeker act as a company, the Housing Provider and the Housing Seeker agree to submit to the exclusive jurisdiction of the Czech courts.

4.7 The Housing Provider is responsible for understanding and complying with all laws, rules, regulations, and third party contracts applicable to its Housing Premises and for his obligations as the Housing Provider. The information provided by Flatio® regarding legal requirements is for informational purposes only. The Housing Provider should independently ascertain its obligations. The Housing Provider is responsible for handling and using the personal data of the Housing Seeker and other persons in accordance with applicable data protection laws.

4.8 The Operator reserves the right to provide the services and content of the website at its sole and absolute discretion. The Operator warrants that the information on the website is provided "as is" and without any express, implied, or statutory warranty or condition. Unless the Housing Seeker and the Housing Provider are consumers, the Operator expressly disclaims any implied warranties of title, merchantability, or fitness for a particular purpose. The Operator expressly disclaims any implied warranty of non-infringement. The Operator assumes no liability or responsibility for any errors or omissions on the website or the platform or for the provision of the services; for any failures, delays or interruptions of the website or the platform; for any loss or damage arising from the use of the services or the website; for the conduct of the users of the services or the website or the platform.

4.9 This clause applies only when the Housing Provider and the Housing Seeker are a company and not a consumer. The Operator, its shareholders, directors, officers, employees, or agents shall not be liable (jointly and individually) to the House Provider and the Housing Seeker for:

- A. loss of profits, business, or revenue;
- B. loss or corruption of data, information, or software;
- C. loss of business opportunities;
- D. loss of anticipated savings;
- E. loss of goodwill; or
- F. any indirect or consequential damages arising out of or in connection with the services provided by Flatio®, whether or not advised of the possibility of damages.

4.10 This clause applies only if the Housing Provider and the Housing Seeker are consumers. If Flatio® fails to comply with this GTC document, the Operator shall be responsible for any loss or damage suffered by the Housing Provider and the Housing Seeker that is a foreseeable consequence of the Operator's breach of this GTC document or its negligence. But the Operator shall not be responsible or liable for any loss or damage that isn't foreseeable. Loss or damage shall be deemed foreseeable if it's a clear consequence of a breach of this GTC document or if the Housing Provider, Housing Seeker and Operator were aware of the possibility of such loss or damage when they agreed to this GTC document.

4.11 The operator isn't liable to the Housing Provider and the Housing Seeker for loss of profit, loss of business, interruption of business or loss of business opportunities.

4.12 The Housing Provider and the Housing Seeker acknowledge and agree that the Operator isn't responsible for the accuracy of the information published by the users on the website and doesn't guarantee that the information on the website is accurate, true, or complete. The Operator expressly disclaims liability for any loss, damage, distress, or harm caused to the Housing Provider and the Housing Seeker or any third party as a result of any inaccurate information on the website.

4.13 If a competent authority finds any part of this section unenforceable, liability shall be limited to the maximum extent permitted by applicable law.

4.14 Versions of the GTC document in a language other than the local language of the Housing Premises are for information only and not legally binding. If there are any differences between the local version and a foreign language version, the local version will be considered the correct one.

4.15 Immediately after the registration in the Flatio® application, the Operator offers its services to the Housing Seeker and the Housing provider, which consist in mediating the possibility of booking a Housing Premises and concluding a Lease Agreement. When registering, Flatio® users agree to receive services from the Operator. The Housing Seeker and the Housing Provider acknowledge that they, as consumers, aren't entitled to a refund of the Service Fee/Commission Fee, as the Operator has already provided the above services to them before the payment.

4.16 The Operator is entitled to change this GTC. All the Flatio® users must be notified by email and have the right to reject the changes within 10 days of notification. If the Flatio® users do not reject the revised GTC within that period, they become effective for them. The new GTC document must be published on www.flatio.com. The changes are effective from the date specified in the updated document published on the Flatio® website.

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