

# GENERAL TERMS AND CONDITIONS

for the provision of services under the FLATIO® brand

(the "T&C")

*Flatio, s.r.o., with its seat at Dominikánské náměstí 187/5, 602 00 Brno, Czech Republic, ID No. 038 88 703 (the "Operator") operates an information system accessible at the flatio.com domain and its country-specific mutations (collectively hereinafter "FLATIO®"). FLATIO® lets owners, managers, and tenants ("Housing Providers") of premises suitable for accommodation ("Flats") offer such premises for rent to persons who are interested in renting Flats under mid-term leases ("Flat Seekers").*

## 1. About FLATIO®

1.1 FLATIO® contains basic information on Flats (i.e., in particular, photographs, a description of the fixtures and furnishings, the amount of rent, and the wording of the lease agreement). FLATIO® allows Flat Seekers to browse the Flats on offer; registered Flat Seekers then may enter into an agreement with individual Housing Providers on the use and enjoyment of the Flats on offer (the "Lease Agreement").

1.2 When signing up for FLATIO®, Flat Seekers tick a box to confirm that they have read and accepted these T&C. The precise current wording of the T&C is posted at <https://www.flatio.com>. Flat Seekers are liable for making true and complete statements during registration. Entering misleading data qualifies as a material breach of the subsequently concluded Lease Agreement and may lead to serious legal consequences. By ticking the relevant box, the Flat Seeker consents to the processing of their personal data by the Operator.

1.3 The Operator acts as intermediary facilitating the conclusion of a Lease Agreement both vis-a-vis the Flat Seeker and vis-a-vis the Housing Provider. The Operator seeks to make the conclusion of Lease Agreements via FLATIO® as simple and straightforward as possible. Lease Agreements, once made, are easily managed within FLATIO®; rent may be paid primarily via cashless transfer or by card through FLATIO®.

1.4 Any expenses associated with concluding the Lease Agreement and performing under the same are to be borne by the Flat Seeker and by the Housing Provider.

## 2. FLATIO® Lease Agreement

2.1 The minimum duration of Lease Agreements brokered through FLATIO® is 14 consecutive days. If the term of the lease is shorter than a full month, then rent is calculated as the product of the price per day and the number of days for which the lease lasts within the given month. For the purposes hereof, a month means 30 consecutive days (i.e. a month need not be a calendar month).

2.2 Rent as stated on FLATIO® represents the full and final amount to be paid. Incidental expenses in connection with the utilities and services associated with the use and enjoyment

of the Flat (such as gas, electricity, water, sewage fees, and concierge services) are included in the rent and will not be billed separately.

2.3 If a registered Flat Seeker is interested in renting a particular Flat, they shall send a reservation request (the "Reservation Request") to the Housing Provider via FLATIO®, along with the Flat Seeker's registration data (to the extent that this is necessary for the Housing Provider to decide whether or not to accommodate the Reservation Request).

2.4 Upon submitting the Reservation Request, the Flat Seeker must pay a reservation fee of EUR 19 (the "Reservation Fee") to the Operator. The Operator may block an amount equal to the Reservation Fee using the services of a payment gateway operator (such as GoPay – see [www.gopay.com/cs](http://www.gopay.com/cs) for the details). The Flat Seeker becomes obliged to pay the Reservation Fee to the Operator as at the moment in which the Reservation Request is sent to the relevant Housing Provider.

2.5 The Housing Provider has 24 hours to accept the Reservation Request (whereas this time period may be extended by another 24 hours upon instruction by the Flat Seeker). The Housing Provider may reject the Reservation Request even without giving reasons.

2.6 If the Housing Provider does not confirm the Reservation Request within the above-mentioned time period or if the Housing Provider rejects the Reservation Request, then the Flat Seeker becomes entitled to a refund of the Reservation Fee. The Operator shall dispatch the message containing the instruction for the Flat Seeker's bank to unblock the funds within one hour from the lapse of the above-referenced deadline. The time needed for unblocking the funds corresponding to the Reservation Fee depends on the business practices of the specific bank of the Flat Seeker; as a rule, the money will be released within two to five banking days.

2.7 If the Housing Provider accepts the Reservation Request, the Operator shall promptly notify the Flat Seeker, and as of this moment the Reservation Fee is no longer refundable (with the exception of cases specifically provided for in these T&C).

2.8. By accepting the Reservation Request, the Housing Provider makes an offer to enter into a Lease Agreement, which is being sent to the Flat Seeker for acceptance via FLATIO®. The wording of this Lease Agreement must in all material aspects correspond to the language posted on FLATIO® as a part of the given offer of a Flat.

2.9 As of the moment of acceptance of the Reservation Request, a 24-hour protection period commences for the welfare of the Flat Seeker during which the Flat Seeker may accept the offer to enter into the Lease Agreement.

2.10 The offer to enter into the Lease Agreement is deemed accepted by the Flat Seeker as of the moment in which the last of the following requirements has been satisfied:

(a) The Flat Seeker fills in the required particulars on FLATIO®, which will then be inserted into the draft Lease Agreement (the final wording of which is then being generated for the Flat Seeker to review),

(b) On FLATIO®, the Flat Seeker clicks on the button "Sign the Lease", and

(c) By entering the confirmation code which the Flat Seeker receives via verification text message, the Flat Seeker accepts the offer of the Lease Agreement (by clicking on the button "I accept the proposed Lease Agreement").

As of this moment, the Lease Agreement comes into valid existence; however, its effectiveness is being suspended and subject to a condition subsequent. In the next step, the Flat Seeker uploads a scan copy of their personal ID (ID card, passport) to FLATIO®.

2.11 The Flat Seeker must pay an amount to the Operator equal to the first rent payment under the Lease Agreement ("First Rent Installment"), and must do so promptly upon entering into the Lease Agreement and in any case no later than within 24 hours from acceptance of the Reservation Request by the Housing Provider. As of the moment in which the First Rent Installment has been duly and fully paid, the Lease Agreement becomes effective. The above time period may be extended by an additional 24 hours upon the Housing Provider's instruction. For the first 24 hours after acceptance, the Housing Provider must not let the Apartment in question to another Flat Seeker or to any third party.

2.12 If the Flat Seeker fails to discharge its obligation to pay the First Rent Installment in accordance with the Lease Agreement, then the Lease Agreement will be considered rescinded *ex tunc* (subject to a different agreement between the Parties). If the Flat Seeker discharges its obligation to pay the First Rent Installment only after the time period for payment has lapsed but the Housing Provider does not invoke the rescission of the Lease Agreement within the next 24 hours, the condition subsequent has not been fulfilled and the Lease Agreement is deemed to be in continuous existence.

2.13 The Flat Seeker may withdraw from the Lease Agreement until 8:00 p.m. on the day which follows the commencement of the lease as specified in the extant Lease Agreement. In the event of withdrawal from the Lease Agreement as per the preceding sentence, the Flat Seeker becomes entitled to a refund of the First Rent Installment. However, if the Flat Seeker walks away from the Lease Agreement within 30 calendar days or less prior to the commencement date of the lease, they must pay a contractual penalty equal to 100% of the amount of the First Rent Installment. If the Flat Seeker withdraws from the Lease Agreement at a moment which lies more than 30 days before the commencement of the lease, then the Flat Seeker must pay a contractual penalty in the amount of 25 % of the First Rent Installment. The obligation to pay a contractual penalty in accordance with this paragraph does not arise if the Flat Seeker withdraws from the Lease Agreement in accordance with Article 3.1. of these T&C. The Operator may unilaterally set off its own receivables vis-a-vis the Flat Seeker against the Flat Seeker's receivables vis-a-vis the Operator.

2.14 Fees related to payments (currency conversions, card payments, etc.) are always paid by the transferor.

2.15 The House Rules and the handover protocol (including all schedules) are an integral part of the Lease Agreement. The House Rules can be accessed at FLATIO®.

### **3. Rights and Obligations of the Flat Seeker as the Future Tenant**

3.1 The Operator grants the Flat Seeker the right to withdraw from the Lease Agreement at any time up until 8:00 p.m. on the day which follows the date of handover of the Flat, whereas the Flat Seeker is not required to provide reasons. Up until that moment, the Operator shall retain the full amount of the First Rent Installment in its guarantee account so as to be able to repay these funds to the Flat Seeker in the event of a withdrawal from the Lease Agreement in accordance with the first sentence of this paragraph. In such a case, the EUR 19 Reservation Fee will not be refunded. The right of withdrawal specified in the first sentence of this paragraph is conditional upon handover of the Flat.

3.2 If the Flat Seeker withdraws from the Lease Agreement in accordance with Article 3.1 of these T&C because the specifications in the offer for the relevant Flat on FLATIO® do not match the actual state of affairs, or if the Housing Provider refuses to hand over the Flat to the Flat Seeker based on a valid and effective Lease Agreement, the Flat Seeker is entitled to

- (a) The reimbursement of the costs of 7 days of comparable substitute housing,
- (b) Active support by the Operator during the hunt for other suitable Flats in a similar price bracket and in a similar location,
- (c) Compensation in the form of a rebate on the First Rent Installment for a Flat found through FLATIO®, in the amount of 50% of the original monthly Rent, and
- (d) A Refund of the Reservation Fee.

3.3 The Operator shall pay out the expenses for substitute housing and the compensation in the amount of one half of monthly rent as per the preceding paragraph retroactively, after it has brought light into the matter. The Operator reserves the right to deny payment of the compensation if doubts arise during the analysis of the actual state of affairs (whereas "doubts" are understood to mean uncertainty, in the face of all known facts and circumstances, as to whether or not the event in question may have occurred for reasons attributable to the Flat Seeker).

#### **4. Final Provisions**

4.1 If any of the provisions of these T&C is or becomes invalid or inoperative, then any such invalid provisions shall be replaced by a new provision which best approximates the invalid provision in terms of its purpose. The invalidity or inoperativeness of individual provisions has no bearing on the validity of the remaining provisions.

4.2 The offerings of Flats published on FLATIO® contain data provided by the individual Housing Providers. The Operator is not liable for the accuracy, completeness, and truthfulness of the offers and the information contained therein. However, the Operator provides the Flat Seeker with a warranty for such cases, in accordance with these T&C.

4.3 The offers of Flats on FLATIO® are non-binding. The Flat Seeker acknowledges that the contractual relationship created by the Lease Agreement is strictly between them and the Housing Provider. The Operator assumes no liability vis-a-vis the Flat Seeker for a violation of duties of the Housing Provider under the Lease Agreement.

4.4 The Operator is entitled to change these T&C. FLATIO® users must be notified by e-mail are entitled to decline the changes within 10 days of the notification. The new T&C must be published on [www.flatio.com](http://www.flatio.com). The changes become effective as of the date of the change.

In Brno on 12.12.2017.

These T&C come into force and effect as at the day on which they are published on the website of Flatio, s.r.o.