

General Terms and Conditions of Business

I. Scope / Contracting parties

These terms and conditions of business apply to the contractual relationship between the building proprietor (hereinafter the "Operator") and users who enter with the Operator into a tenancy agreement, in the current version thereof, for individual or multiple "apartments" and/or "offices" (hereinafter collectively "Use Units") under the building proprietor's operation. The terms and conditions of business apply both to the transfer of Use Units for lodging or use as office space and to the other services that are performed for all customers by the Operator or by persons or companies authorised by the Operator.

Subletting and re-letting the Use Units are expressly prohibited.

II. Contracts

The signed "tenancy agreement cover sheet" is to be interpreted as an offer by the user, which, to be legally effective, must be accepted by the Operator. The Operator is free to confirm in writing the booking of a Use Unit.

If a third party has ordered on behalf of the user, that third party is, with the user, jointly and severally liable to the Operator for all obligations under the tenancy agreement.

III. Beginning and end of use

Unless the Operator offers other move-in times, booked Use Units are available to the user beginning at 3:00 PM on the agreed arrival date.

The Operator will give the user a key card at the beginning of the tenancy.

If a Use Unit is used for the first time before 6:00 AM, then the tenancy is deemed to have begun on the previous day.

On the agreed departure date, occupied Use Units must be vacated no later than 11:00 AM. If the Use Unit is **vacated late**, the Operator has the right to charge, for use of the Use Unit longer than as contractually agreed, 50% of the full daily fee until 6:00 PM and 100% of the full daily fee from 6 PM on, as provided for in § 4 of the tenancy agreement. No contractual claims accrue to the user thereby.

IV. Deposit / Guarantee

The user is obliged to furnish at the beginning of the tenancy, in addition to the use fee, a deposit or guarantee to secure performance of the user's duties. If the user uses a credit card as the means of payment, then an authorisation hold for the amount of the guarantee will be put on the credit card, and that amount will be debited only in the event that use of the deposit is necessary as provided below. If the tenant uses debit, Maestro or V Pay cards as the means of payment, then the deposit amount will be debited to the tenant's account through these cards upon entry into contract. The Operator is entitled to use this deposit to cover, after their due date, outstanding receivables from the tenancy that are due and payable. If the user has properly returned the Use Unit and satisfied all of his payment obligations under the contract, then, within three bank business days, the Operator will have the deposit amount that was debited to the user's account re-transferred or, if a credit card was used as the means of payment, the Operator will have the authorization hold cancelled. How long it takes the bank or credit card institution maintaining the tenant's account to process such transactions lies outside the Operator's responsibility.

V. Maximum period of use

The maximum duration of use is six months.

VI. End of the tenancy

The tenancy ends at the end of the period of use provided in the tenancy agreement.

If a user **departs early** (departure before the end of the agreed term per § 6 of the Terms of Use), then the Operator is entitled to collect the **entire agreed fee**. The Operator must deduct what it has saved owing to non-use of services it offers or what it has received from allowing the ordered Use Units to be used otherwise. A saving is present only when the lodging establishment is fully booked up at the time at which the Use Unit ordered by the user is not in use. The user bears the burden of proof that such a saving has been realised.

VII. Return of the Use Unit

At the end of the contract, the user must return the Use Unit he has been provided with in the **condition it was in when he took occupancy of it** (disregarding wear of a nature that is ordinary and contractually compliant).

The provided key card must be returned at the end of the tenancy to the appropriate personnel of the Operator or placed in the key return box provided for the purpose.

If there is **damage to the used property** in excess of ordinary wear, the user must have the damage **competently repaired** by professionals before returning the Use Unit. No compensation is due to the user for any improvement to the condition of the property brought about thereby.

VIII. Rescission of the tenancy agreement – cancellation policy

By the Operator

If a tenancy agreement is entered into on the condition of a down payment, the **Operator is free to rescind the contract** if the user **does not make the down payment on time**.

If it has been agreed in writing that the user has a right to rescind at no charge within a specific period, then the Operator is entitled to rescind without explanation the tenancy agreement within that period if, in response to further inquiry by the Operator, the user does not waive his right of rescission.

The **operator** is entitled in addition to **rescind** the tenancy agreement **without notice** on objectively justified grounds, particularly in the event of force majeure or circumstances for which the Operator is not responsible and which make performance of the tenancy agreement impossible—such as, for example, the booking of Use Units with false statements of material facts, or if there is reason to assume that use of the tenancy-related services will imperil the Operator's security or good reputation among the public or the smooth operation of the Operator's business.

By the user

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If no right of rescission without charge within a certain period has been agreed in writing with the user, then the user has the right to unilaterally give notice rescinding the tenancy agreement, without payment of a cancellation fee, by no later than three months before the agreed arrival date.

Once this three-month deadline or the shorter agreed rescission period has passed, rescission of the tenancy agreement by the user is, once the agreement is entered into, subject to the Operator's written consent. The following applies if such consent is not given:

- If the user rescinds the agreement within a period of from **one to three months** before the beginning of the agreed period of use, then the user must pay **40% of the agreed total fee**;
- If the user rescinds the agreement within a period of from **one week to one month** before the beginning of the agreed period of use, then the user must pay **70% of the agreed total fee**;
- For a rescission **within seven days** before the beginning of the agreed period of use, the user must pay **90% of the agreed total fee**.

IX. Provision of alternative lodgings

The Operator has the right to provide the user with an adequate alternative Use Unit of the same quality if doing so is equitable for the user, particularly when the variance is trivial and objectively justified.

A variance is objectively justified in particular when the desired Use Unit(s) has/have become unusable, users already occupying them prolong their stay, an overbooking has occurred, or such a step is necessitated by other important operational measures.

X. Duties and liability of the user

The user is obliged to pay the agreed fee, plus any additional amounts incurred through the use of services by the user or by guests accompanying the user, plus the statutory value-added tax, in accordance with **the terms provided in § 4 of the tenancy agreement**.

The user must, if necessary, open an account at a financial institution and maintain a balance in that account sufficient to cover the recurring monthly payments. The direct debit authorisation may be revoked for good cause. If there ceases to be good cause for doing so, the user will again be subject to the duty according to sentence 1. The Operator may suspend direct debiting if charge-backs occur repeatedly. The user will be notified of such a suspension. The user must bear the costs thereby imposed upon the Operator.

The user must **notify the Operator without delay of any damage** to the Use Unit, the common areas of the building, or the facilities in general. The user is liable for losses resulting from failure to report damage promptly.

The user is liable to the Operator for all damage caused by the user or by a guest who receives the Operator's services with the knowledge or willingness of the user.

XI. Rights of the Operator

If the user refuses, or is in arrears of, payment of the agreed fee, then the Operator may exercise its statutory right of retention according to § 970c ABGB [*Allgemeines Bürgerliches Gesetzbuch*, Austrian General Civil Code] or its statutory right of lien according to § 1101 ABGB against items brought onto the premises by the user or the user's guests. The Operator may exercise this right of retention or right of lien also to secure its receivables under the tenancy agreement, particularly those arising from use of its services, or to secure compensation claims of any type.

In addition, the Operator is entitled to deny users admittance to the building or to their Use Units and to have Use Units locked up if users default on payment of the use fee or are otherwise in breach of their contractual duties.

The Operator is not obliged to accept foreign currencies.

XII. The Operator's liability for damage to items brought onto the premises

The Operator bears liability according to §§ 970 et seqq. ABGB for damage to items brought onto the premises. This liability exists only if the items have been handed over to the Operator or to persons authorised by the Operator or taken to a place designated by them. If a user or guest of a user does not follow the Operator's instructions, then the Operator is exempt from any liability.

The Operator is, according to § 970(1) ABGB, liable for no more than the amount specified in the Austrian Federal Act of 16 November 1921 Concerning the Liability of Innkeepers and other Entrepreneurs [*Bundesgesetz vom 16. November 1921 über die Haftung der Gastwirte und anderer Unternehmer*], as amended.

The Operator's liability for ordinary negligence is excluded. Liability is excluded also for gross negligence if the user is an entrepreneur. The user bears the burden of proof of the presence of fault. Consequential damage and lost profit will not be compensated for.

The Operator is liable for valuables, money and securities only up to the amount of EUR 550.00. The Operator is liable for losses greater than that amount only if it has taken such items into its safekeeping with knowledge of their value. The user is not entitled to the safekeeping of items that exceed the amount of EUR 550.

XIII. Common facilities

The user is entitled to use the following common facilities:

- Lounges
- Common facilities without a permanent staff
- Public lavatories on the ground floor

The user must use the common facilities with care and consideration. The user may not disturb other users when using the common facilities. Use of the common facilities by persons other than the building's occupants is prohibited.

The user is not entitled to derive any claims for damages from temporary unusability of the common facilities if the Operator is not grossly at fault for the resulting inconvenience.

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XIV. Services

The Operator will have the provided Use Unit thoroughly cleaned on a weekly basis. The user must see to it that the Operator's cleaning staff are able to perform this thorough cleaning without hindrance. In the event of conduct in breach of this provision, the thorough cleaning may be forfeited with no entitlement to a fee reduction.

The Operator provides the following services in addition:

- Bed line, freshly washed once
- Internet access (WLAN in all areas)
- Starter kit (bath and kitchen)
- Hand towel service (through a partner business) for an extra charge
- Bed linen service (through a partner business) for an extra charge
- Cleaning of the Use Unit (by a partner business) for an extra charge

A decision not to use a specific service included in the lump-sum fee does not entitle the user to reduce the fee total.

The user is not entitled to derive any claims for damages from temporary unavailability of the services if the Operator is not grossly at fault for the resulting inconveniences.

XV. Limitations of liability

If a user is a consumer, **the Operator's liability for ordinary negligence is excluded with the exception of personal injuries.**

If the user is an entrepreneur, the Operator's liability **for both ordinary negligence and gross negligence is excluded. In this case, the other contracting party bears the burden of proof of the presence of fault.**

XVI. Pets

Animals may not be kept in the Use Unit. The user is liable to the Operator for damage caused by animals accompanying the user. Such damage may include, in particular, compensatory payments that the Operator is obliged to make to third parties.

XVII. Final provisions

Amendments or additions to the tenancy agreement, the application acceptance notice, or these General Terms and Conditions of Business **must be in writing**. This applies also to removal of this written form clause. Amendments or additions made unilaterally by the customer are invalid. There are no oral agreements collateral to this tenancy agreement.

Service upon either party may be made at the addresses stated in this agreement; during the term of the contractual relationship, service upon the user may be made also at the Use Unit the user is provided with.

The place of performance and payment is the registered seat of the lodging establishment.

The exclusive place of jurisdiction is the registered seat of the lodging establishment. Austrian law applies exclusively.

In the event that there are gaps in these provisions, the equivalent provisions of law apply.

Should any provision of this contract, or of a subsequent amendment or addition, be or become without effect, invalid, or impracticable, then the effectiveness, validity or practicability of all of the other provisions will not be affected thereby. In the event that one of these provisions is without effect, invalid or impracticable, a provision will be deemed agreed between the parties that comes as close as possible in its economic results to that provision and is not problematical, invalid or impracticable.