#### **General Terms and Conditions for Accommodation**

### 1. Introductory Provisions

- 1.1. Zeitraum s.r.o., Business ID No: 04184246, with its registered office at U Půjčovny 952/2, Nové Město, 110 00 Prague 1, Czech Republic, registered in the Commercial Register of the Czech Republic kept by the Municipal Court in Prague under Ref. No C 243782 (hereinafter referred to as 'Zeitraum') is the operator of the following properties in which it provides, inter alia, accommodation services to its clients:
  - **Zeitraum Student House Seifertova** at Seifertova 570/55, 130 00, Prague 3, Czech Republic
  - **Zeitraum Student House U Průhonu** at U Průhonu 1099/56, 17000, Prague 7, Czech Republic
  - **Zeitraum Student House Prvního pluku** at Prvního pluku 322/21, 18600, Prague 8, Czech Republic

(hereinafter collectively referred to as the 'Zeitraum Student Houses').

- 1.2. Zeitraum offers accommodation in rooms or apartments in various categories and related services in the Zeitraum Student Houses.
- 1.3. These General Terms and Conditions for Accommodation (hereinafter referred to as 'T&C') regulate (i) the procedure for concluding an accommodation agreement between Zeitraum as the Zeitraum Student Houses operator and a natural person interested in accommodation in the Zeitraum Student Houses (hereinafter referred to as the 'Client' and the 'Agreement') and (ii) the rights and obligations of Zeitraum and the Client arising from the Agreement.
- 1.4. Pursuant to the Agreement, under the conditions set out in the Agreement and the T&C, Zeitraum undertakes to provide the Client with accommodation in the Zeitraum Student Houses for the agreed period, but no longer than 30 days, in accommodation determined by Zeitraum according to the Client's selected accommodation category (hereinafter referred to as 'Accommodation') and the Client undertakes to pay Zeitraum the agreed price for the Accommodation and related services.
- 1.5. The T&C are an integral part of the Agreement. Diverging provisions in the Agreement take precedence over the provisions of the T&C.
- 1.6. The Parties rights and obligations to the Agreement not expressly regulated by the Agreement and the T&C are governed by generally applicable laws of the Czech Republic, particularly by the provisions of § 2326 et seq. of Act No 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the 'Civil Code').

#### 2. Agreement conclusion

- 2.1. Zeitraum offers accommodation in the Zeitraum Student Houses through the Zeitraum's website, <a href="www.zeitraum.re">www.zeitraum.re</a>. The offer published on the Zeitraum's website represents a proposal for the Agreement's conclusion in the sense of the provisions of § 1732 (2) of the Civil Code (hereinafter referred to as the 'Offer').
- 2.2. The Agreement is concluded on the basis of the Client's order made via the electronic reservation form on the Zeitraum's website, <a href="https://www.zeitraum.re">www.zeitraum.re</a> (hereinafter referred to as the '**Order**').
- 2.3. The Client chooses the following on the Zeitraum's website, <a href="www.zeitraum.re">www.zeitraum.re</a>: (i) Zeitraum Student Houses, (ii) the room type in the selected Zeitraum Student Houses (single room with private bathroom and shared kitchenette, double room with shared bathroom and shared kitchenette, apartment with private bathroom and private kitchenette, etc.), (iii) number of people (1 or 2

persons), (iv) required accommodation period (arrival date and departure date), which may not exceed 30 days (hereinafter referred to as the 'Accommodation Period'), and (v) the currency (CZK or EUR) in which they intend to pay the accommodation price to Zeitraum. Subsequently, the Client fills in their identification and contact data (especially name and surname, passport or ID card number, permanent residence address, telephone number, email address) and their roommate's identification data if the Client orders accommodation for two people. Before sending the Order, the Client can check and change the data they entered in the Order.

- 2.4. Before sending the Order, the Client has a link to the T&C available to get acquainted with them. Before sending the Order, the Client confirms by ticking the appropriate box that they acknowledge that the rights and obligations of the Client and Zeitraum are governed by the Agreement and the T&C, that they have read the T&C and agrees with them. It is not possible to place an Order without this confirmation.
- 2.5. The Client sends the Order by pressing the CONFIRM button to confirm the order, whereby the Client also confirms the correctness of the entered identification and contact data. With the Order confirmation, the Client agrees to the use of means of distance communication when concluding the Agreement. The costs incurred by the Client when using means of distance communication in connection with the conclusion of the Agreement shall be borne by the Client.
- 2.6. The Order is the Offer's acceptance. The Agreement is concluded by sending the Order via the electronic reservation form.
- 2.7. Immediately after sending the Order, the Client is obliged to pay to Zeitraum the accommodation price, including accommodation-related services (hereinafter referred to as 'Accommodation Price'), by card payment through the payment gateway that the Client is automatically redirected after sending the Order. The Accommodation Price cannot be paid in any other way. If the Client does not pay the Accommodation Price in this way immediately after sending the Order, the Agreement will be terminated (termination condition). The Accommodation Price includes all taxes and fees.
- 2.8. The Client is informed with regard to the Accommodation Price amount and the payment method as well as the Agreement's cancellation conditions before sending the Order. Before sending the Order, the Client confirms by ticking the appropriate box that they have read the terms and conditions, which are also contained in the T&C, and agrees with them. It is not possible to place the Order without this confirmation.
- 2.9. Zeitraum will send the Client confirmation of the Agreement's conclusion, including the T&C, to the Client's email address specified in the Order without undue delay after sending the Order and paying the Accommodation Price. Confirmation of the Agreement's conclusion, including the T&C, will be sent by Zeitraum to the Client in electronic form to the Client's email address specified in the Order, or to another Client's email address that the Client will communicate to Zeitraum for this purpose at any time at the Client's request.

# 3. Cancellation Conditions

- 3.1. The Client is entitled to unilaterally cancel the Agreement under conditions set out in Article 3 of the T&C.
- 3.2. The Client is entitled to cancel the Agreement free of charge more than 30 days before the agreed start of the Accommodation Period and in such cases Zeitraum will refund the Accommodation Price to the Client in full, no later than 14 days from the delivery of the Client's cancellation notification.
- 3.3. If the Client cancels the Agreement less than 30 days before the agreed start of the Accommodation Period, they are obliged to pay Zeitraum a cancellation fee of 100% of the Accommodation Price (hereinafter referred to as the 'Cancellation Fee'), and Zeitraum is entitled to use the paid Accommodation Price as the Cancellation Fee in such a case.

- 3.4. The Client must inform Zeitraum in writing in relation to terminating the Agreement by letter sent to Zeitraum's address, U Půjčovny 952/2, Nové Město, 110 00 Prague 1, Czech Republic, or by email to Zeitraum's e-mail address, frontdesk@zeitraum.re., delivery date of the notification
  - for the Agreement's termination to Zeitraum being decisive for the compliance with the deadline.
- 3.5. If, for any reason the Client does not arrive at the Zeitraum Student Houses on the first day of the Accommodation Period, the Agreement expires (termination condition). The Client is also obliged to pay the Cancellation Fee to Zeitraum in such cases and Zeitraum is entitled to use the paid Accommodation Price as the Cancellation Fee in such a case.
- 3.6. The Client is obliged to pay the Cancellation Fee even if the reason for the Client's cancellation is extraordinary or unforeseeable circumstances arising independently of the Client's will (e.g., pandemics, natural disasters, terrorist attacks, government regulations on closing borders, etc.).

#### 4. Accommodation

- 4.1. By concluding the Agreement, the Client has the right to accommodation in a selected Accommodation category in the Zeitraum Student Houses which they selected, but not the right to accommodation in a specific room or apartment; this is determined by Zeitraum within the Zeitraum Student Houses and the category of Accommodation selected by the Client.
- 4.2. The Accommodation is provided with equipment whereby the general description is given on Zeitraum's website, <a href="www.zeitraum.re">www.zeitraum.re</a>. A specific list of the Accommodation equipment will be included in the handover protocol drawn-up between Zeitraum and the Client upon the Accommodation's handover. The Accommodation shall be handed over to the Client by Zeitraum on the first day of the Accommodation Period between 3 PM and 8 PM, unless the Parties agree otherwise in advance.
- 4.3. The Client can use the Accommodation exclusively for accommodation purposes. The Client is not entitled to leave the Accommodation or a part thereof for use to a third party, nor to allow a third party to use the Accommodation together with the Client. In the event of a breach of this provision, Zeitraum is entitled to terminate the Agreement without a notice period.
- 4.4. If the Client chose accommodation in a multi-bed room, the Client acknowledges that additional beds in the room will be occupied by other Zeitraum clients and the Client is obliged to tolerate the use of the room by other roommates and not to disturb them in using the room with them. The Client does not have the right to choose a roommate.
- 4.5. In the event of extraordinary circumstances (e.g., a water accident), Zeitraum is entitled to require the Client to move to other Accommodation 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 requests from Zeitraum and move to new Accommodation without undue delay after Zeitraum delivers notification. If the Client does not agree with the change of the Accommodation, they are entitled to terminate the Agreement without a notice period within 2 days from the delivery date of Zeitraum's notification.

## 5. Other Rights and Obligations

- 5.1. The Client is obliged to use the Accommodation in such a way that no damage or deterioration of its condition occurs beyond normal wear and tear, and to keep it clean and functional.
- 5.2. The Client is obliged to behave in the Accommodation and in the common areas of the Zeitraum Student Houses in such a way as not to disturb or restrict other users.
- 5.3. The Client is liable for all damages that arise in the Accommodation, including its equipment, and for damages that the Client causes to common parts or the Zeitraum Student Houses equipment.
- 5.4. The Zeitraum Student Houses, including the Accommodation, are strictly non-smoking. The Client undertakes to comply with this smoking ban. In the event of a breach of this smoking ban,

Zeitraum is entitled to require that the Client pay a contractual penalty in the amount of 5,000 CZK for each breach. In the event of breaching the smoking ban, Zeitraum is also entitled to terminate the Agreement without a notice period. If the fire sensors are triggered in any way, and therefore causing a false fire alarm, the Client is obliged to pay for the intervention of fire brigade vehicles in full.

- 5.5. The Client is obliged to notify Zeitraum without undue delay of the need for any accommodation repairs, including its equipment, and to allow Zeitraum to make such repairs.
- 5.6. The Client is not entitled to make any changes or modifications to the Accommodation, including the assembly or installation of any objects on the Accommodation's wall.
- 5.7. Zeitraum announces house rules for the use of the Zeitraum Student Houses, which it is entitled to change unilaterally at any time. The current House Rules are always published (posted) in the common areas of the Zeitraum Student Houses and on Zeitraum's website, <a href="www.zeitraum.re">www.zeitraum.re</a>. The Client is obliged to follow these House Rules.
- 5.8. The Zeitraum Student Houses common areas are equipped with a camera system to protect the property. The Client is obliged to tolerate the camera system in the Zeitraum Student Houses.
- 5.9. In connection with accommodation, Zeitraum provides the Client with common accommodation-related services, such as cleaning the Accommodation, providing bed sheets and towels, etc.
- 5.10. The Client acknowledges that Zeitraum is obliged to fulfil obligations stipulated by Act No 326/1999 Coll., on the residence of foreigners in the Czech Republic, including the notification obligation, in the event of the stay of foreigners. To fulfil these obligations, the Client is obliged to provide Zeitraum with the necessary cooperation consisting, inter alia, in filling in the application form. If the Client does not have the right to reside in the Czech Republic, or it expires, Zeitraum is entitled to terminate the Agreement without a notice period.
- 5.11. 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 27<sup>th</sup>, 2016 on the protection of natural persons with regard to processing personal data and on the free movement of such data, and in accordance with the Zeitraum Privacy Policy published on Zeitraum's website, www.zeitraum.re.

### 6. Terminating the Agreement

- 6.1. The Client is entitled to terminate the Agreement before the agreed Accommodation Period expires in cases specified in the T&C.
- 6.2. Zeitraum is entitled to terminate the Agreement before the agreed Accommodation Period expired if the Client breaches their obligations under the Agreement despite the call. Zeitraum is also entitled to terminate the Agreement before the agreed Accommodation Period expires in cases specified in the T&C.
- 6.3. At the end of the accommodation, the Client is obliged to return the Accommodation to Zeitraum clean and in the same condition that it was when it was handed over to the Client, taking into account the usual wear and tear with proper use. The Client is obliged to return to Zeitraum all keys, access cards and all other items which they have taken over from Zeitraum in connection with the Agreement's conclusion.
- 6.4. The Client shall hand over the Accommodation to Zeitraum on the last day of the Accommodation Period no later than 11 AM.
- 6.5. In the event of the Client's delay in clearing and handing over the Accommodation properly and on time, Zeitraum is entitled to require that the Client pay a contractual penalty in the amount of 500,- CZK for each day of delay.

#### 7. Dispute Resolution

7.1. All disputes between Zeitraum and the Client under the Agreement will be resolved primarily by negotiations between the Parties.

7.2. If a dispute arises between the Client and Zeitraum under the Agreement, which cannot be resolved by mutual agreement, the Client may submit a proposal for an out-of-court settlement of such a dispute under the Agreement to the relevant out-of-court settlement entity for consumer disputes pursuant to Act No 634/1992 Coll., on consumer protection, which is:

### **Czech Trade Inspection Authority**

Central Inspectorate - Department for Out-of-Court Settlement of Consumer Disputes Štěpánská 15

120 00, Prague 2 Email: <u>adr@coi.cz</u> WEB: adr.coi.cz

The necessary information for the out-of-court settlement of consumer disputes is published on the Czech Trade Inspection Authority's website, <a href="https://www.coi.cz">www.coi.cz</a>.

- 7.3. The Client can also use the online dispute resolution platform set-up by the European Commission at https://ec.europa.eu/consumers/odr/main/.
- 7.4. If the dispute between Zeitraum and the Client is not settled out of court, such dispute will be decided by the Czech Republic courts.

#### 8. Common and Final Provisions

8.1. All notifications, requests or other forms of communication made by one of the Parties under or in connection with the Agreement (hereinafter referred to as the '**Notification**') must be made in writing and, unless otherwise specified, and must be delivered to the relevant Party (addressee) in person, by courier, post or email. Email messages are also considered a written form. Unless otherwise specified, the contact details of the Parties for sending Notifications are:

#### Zeitraum:

Address: (i) U Půjčovny 952/2, Nové Město, 110 00 Prague 1

or

(ii) The Zeitraum Student Houses address where the accommodation is arranged Email: frontdesk@zeitraum.re

#### **Client:**

Address: (i) The Client's permanent residential address

or

- (ii) The Zeitraum Student Houses address in which the accommodation is arranged if the Client uses the Accommodation at the time of sending the Notification Email: The Client's email specified by the Client in the Order
- 8.2. The Agreement and relationships deriving therefrom shall be governed by Czech Republic law.
- 8.3. The Agreement is concluded in the Czech language.
- 8.4. Zeitraum is not bound by any code of conduct.