

**GENERAL TERMS AND CONDITIONS
FOR TEMPORARY USE OF AN APARTMENT
(SHORT-TERM AND MEDIUM-TERM RENTAL)**

1. GENERAL

- 1.1. These general terms and conditions (hereinafter referred to as "GTC") govern the rights and obligations of the Lessor and the Lessee in connection with the temporary use of the Subject of Lease and form an integral part of every contractual legal relationship between the Lessor and the Lessee, regardless of its form, including a written contract, order form, reservation/registration form, e-mail confirmation of reservation, payment, or actual commencement of stay. If a written Contract is concluded, these GTC constitute Annex No. 1 thereto.
- 1.2. The contracting parties expressly agree that in the event of any discrepancy between the individual documents, the following order of precedence shall apply:

1. Rental Agreement, if concluded,
2. The order form or reservation/registration form,
3. These General Terms and Conditions (GTC),
4. The content of the Lessor's website, price offers, and email communication.

If the contractual relationship was established without signing a written Agreement, the Order Form or Reservation/Registration Form shall have the same legal force as the Agreement, provided that the Order Form or Reservation/Registration Form contains the essential elements of the contractual relationship.

- 1.3. The contractual relationship between the Lessor and the Lessee is concluded exclusively for a fixed term. The contracting parties expressly declare that the purpose of the Contract is not the permanent residence of the Lessee or the establishment of his/her home, but exclusively the temporary, transitional, and purposeful use of the apartment. The Contracting Parties expressly agree that this legal relationship does not constitute the provision of accommodation or hotel services, but a temporary lease of a specific apartment pursuant to the Civil Code.
- 1.4. The contractual relationship between the Lessor and the Lessee arises at the moment of confirmation of the reservation by the Lessor, whereby confirmation of the reservation sent by e-mail is considered acceptance of the proposal to conclude the Contract. The contractual relationship is established even without the signing of a written contract, in particular by payment of the price for the use of the apartment, takeover of the apartment, or its actual commencement of use by the Lessee. The contracting parties expressly declare that this provision constitutes the basic contractual mechanism for the establishment of a contractual relationship, with which the Lessee was familiarized prior to the establishment of the contractual relationship.
- 1.5. The Lessee acknowledges that the Lessor processes their personal data to the extent necessary to make a reservation, conclude and perform a contractual relationship, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and the relevant legal regulations of the Slovak Republic. The legal basis for the processing of personal data is, in particular, the performance of the contract, pre-contractual relations, the fulfillment of the Lessor's legal obligations and, where required, the consent of the data subject. By sending the reservation details and confirming the reservation, the Lessee confirms that they have been duly informed about the processing of personal data in accordance with the GDPR, whereby the processing of personal data is necessary for the performance of the contract, pre-contractual relations and the fulfillment of the Lessor's legal obligations.
- 1.6. By submitting an online reservation, making a payment, or using services related to the use of the Lessor's Rental Property, the Lessee confirms that they have read these GTC, understand their content, and agree to them without reservation.
- 1.7. These GTC, together with the content published on the Lessor's official website, reservation system, price lists, booking conditions and electronic communications, form a unified contractual framework governing the rights and obligations of the Contracting Parties. All information published on the Lessor's official website is considered legally relevant and binding unless expressly agreed otherwise in writing.

- 1.8. The Tenant is considered to be the person who made the reservation via electronic communication or the person on whose behalf the reservation was made, and the Landlord is not obliged to examine the internal relationships between the persons involved in the reservation. The Lessee is also responsible for persons listed in the reservation as cohabitants or accompanying persons.
- 1.9. Sending a reply to the Lessor's reservation email containing the Lessee's identification details, the date of stay, or other information necessary for the accommodation to be provided shall also be considered confirmation of agreement with these GTC. Any reservation email sent by the Lessor containing a request for completion of reservation details and an explicit reference to these GTC shall be deemed an integral part of the pre-contractual communication. Confirmation of such reservation email by the Lessee shall constitute an electronic legal act expressing the Lessee's consent to these GTC and their incorporation into the contractual relationship.
- 1.10. The Contracting Parties agree that electronic communication, including emails, electronic booking confirmations, payment confirmations, and booking system records, is full proof of legal acts and the content of agreements between the Contracting Parties. Electronic records, system logs, reservation data, and payment confirmations generated by the Lessor's systems shall be considered reliable evidence of the existence, content and performance of the contractual relationship, unless proven otherwise by the Lessee.
- 1.11. Any verbal statements, promises, or information provided by the Lessor or its employees are not legally binding unless expressly confirmed in writing or electronically.
- 1.12. The Contracting Parties acknowledge that in the cases specified in Article 4.6 of these GTC, the Lessor is entitled to compensation to the extent and under the conditions specified therein. This provision is for explanatory purposes only and does not alter the legal effects of Article 4.6 of the GTC.
- 1.13. These General Terms and Conditions apply to all forms of temporary use of the apartment provided by the Landlord, regardless of whether a written contract has been concluded between the Landlord and the Tenant. The provisions of these GTC are also binding for short-term stays for which no written contract is concluded, from the date of confirmation of the reservation, payment, commencement of the stay, or actual commencement of use of the Subject of the Lease. The commencement of the Tenant's stay or the granting of access to the Subject of Lease is also considered to be the establishment of a contractual relationship, even without the signing of a written contract.
- 1.14. The Lessor declares that they are the owner of the Property or a person authorized by legal title to transfer the Subject of Lease to third parties for temporary use.
- 1.15. The Lessee expressly acknowledges and agrees that all of its financial obligations arising from the Agreement, the Reservation Form, or these GTC constitute undisputed financial obligations that are payable upon the Lessor's first request, including in electronic form. The Lessee undertakes to pay these obligations without delay, at the latest within the period specified in the request. Any request for payment, invoice or payment notice delivered electronically shall be deemed validly delivered, legally binding and enforceable upon sending, even without a handwritten signature or additional formal requirements, unless mandatory provisions of law provide otherwise.
- 1.16. The Lessee acknowledges that the temporary use of the Subject of Lease under these GTC does not establish the right to register permanent or temporary residence in the Subject of Lease, and the Lessor does not agree to such registration.
- 1.17. The Lessee expressly acknowledges that the rental price applicable to the reservation or stay is determined based on the selected apartment, rental period, season, length of stay, and the price list published on the Lessor's official website or confirmed by email. The rental price constitutes an essential element of the contractual relationship even if it is not expressly stated in a written agreement.
- 1.18. The Lessee expressly agrees to pay the rental price determined in accordance with Article 1.17 in full and without reservation. The Lessee waives any right to dispute the amount of the rental price on the grounds that it was not individually negotiated or explicitly stated in a written contract to the maximum extent permitted by mandatory provisions of law.

- 1.19. If more than one adult person is listed as a tenant, guest, or co-user of the Subject of Lease, all such persons shall be jointly and severally liable for all obligations arising from the Agreement, these GTC, the reservation, or the stay, including payment obligations and liability for damages.
- 1.20. Without prejudice to Article 1.15 above, the Lessee expressly acknowledges and agrees that all financial obligations arising from the Agreement, the Reservation Form and/or these General Terms and Conditions constitute due, certain and undisputed monetary debts. Such debts shall become payable upon the Lessor's first request and may be enforced in accordance with applicable law, without the need for any further notice, unless mandatory provisions of law provide otherwise. The Lessee further expressly acknowledges that the contractual relationship concerns the temporary lease and use of a specific apartment for a fixed date or defined period of time. In accordance with applicable consumer protection legislation, including Directive 2011/83/EU, the right of withdrawal does not apply to contracts relating to the provision of a specific apartment for a specified period. By submitting a reservation request and upon its confirmation by the Lessor, the Lessee expressly confirms that they were informed in advance of the absence of a right of withdrawal and accepts that the reservation becomes binding and non-withdrawable once confirmed by the Lessor.
- 1.21. Invoices, payment requests, reminders, and any other accounting or legal documents issued electronically by the Lessor shall have the same legal force and evidentiary value as documents delivered in written form. The Lessee expressly agrees that such documents are enforceable without the Lessee's handwritten signature.
- 1.22. The Lessee expressly acknowledges that these General Terms and Conditions were published and freely accessible on the Lessor's official website prior to making the reservation and prior to the establishment of the contractual relationship. The Lessee confirms that they had a real and effective opportunity to review their content before submitting the reservation, making any payment, or otherwise entering into the contractual relationship.
- 1.23. The Lessee expressly confirms that the essential provisions of these General Terms and Conditions, in particular those relating to the formation of the contractual relationship, financial obligations, cancellation conditions, lump-sum compensation for damages, and termination of the lease, were individually explained, were known to the Lessee prior to concluding the contractual relationship, and were taken into account when deciding to enter into the contractual relationship. The Contracting Parties confirm that these provisions were not imposed unilaterally and that the Lessee had a real opportunity to familiarize themselves with their content and to decide whether or not to enter into the contractual relationship under these conditions.
- 1.24. The Lessee expressly acknowledges and agrees that the mechanisms of establishment of the contractual relationship set out in these GTC, in particular confirmation of reservation, electronic acceptance, payment of any amount, taking over the Subject of Lease or commencement of its use, represent the primary, standard and mutually agreed method of concluding a binding contractual relationship. The Lessee confirms that they were informed of these mechanisms in advance, prior to submitting the reservation or making any payment, and that such mechanisms formed a decisive basis for entering into the contractual relationship.
- 1.25. The Lessee acknowledges that the wording published on the Lessor's official website regarding the binding nature of these GTC, the formation of the contractual relationship and the temporary nature of accommodation is fully consistent with these GTC and forms an integral part of the pre-contractual information provided to the Lessee.

2. DEFINITIONS

For the purposes of the Agreement and the GTC, the terms listed below with capital letters shall have the following meanings exclusively:

"Lessor / Landlord"

Means the owner of the Apartment or another person authorized by legal title to transfer the Apartment for temporary use, who acts as a contracting party in their own name or on behalf of the owner. The Tenant acknowledges that the internal legal relations between the Landlord and the owner of the Apartment have no effect on the validity or enforceability of the Agreement or these GTC vis-à-vis the Tenant.

"Lessee / Tenant"

Tenant – a natural or legal person who is expressly designated as the tenant in the Agreement and who has concluded the Agreement with the Landlord. The Lessee is the sole contracting party entitled to use the Subject of Lease in accordance with the

Agreement and these GTC and is responsible for the actions of all persons to whom it allows access to or use of the Subject of Lease. For the avoidance of doubt, the terms "Lessee" and "Tenant" are used interchangeably throughout these GTC and shall have identical meaning.

"Contracting Parties"

"Agreement"

jointly the Lessor and the Lessee, means any binding legal relationship concerning the temporary use of an apartment concluded between the Lessor and the Lessee, regardless of its form, including a written contract, order form, reservation form, confirmation of reservation by e-mail, payment, or actual commencement of the stay. A contractual relationship established by implication is also considered a Contract if the circumstances of the case clearly indicate the willingness of the Contracting Parties to establish a contractual relationship for the temporary use of an apartment.

"Building"

"Apartment"

"Subject of the Lease"

"Services"

the real estate in which the Subject of the Lease is located, as specified in the Contract. The apartment specified in the Agreement.

The apartment specified in the Agreement, Services provided or secured by the Lessor, namely the supply of heat, hot water, water and sewage, the supply of electricity for the Subject of the Lease, or other services related to the use of the Subject of the Lease,

"Additional Services"

services and sale of goods according to the Lessor's price list in force on the date of provision of the service,

"ELECTRONIC LEGAL ACT"

a legal act performed by electronic means, in particular via the Lessor's website, reservation system, e-mail communication, or electronic payment, which has the same legal effect as a written legal act.

"Reservation deposit"

means the amount of money paid by the Tenant to secure their obligation to conclude the Contract and commence their stay. The reservation deposit serves as a security deposit and at the same time as partial fulfillment of the Landlord's claims within the meaning of Article 4.6 of these GTC and is not a contractual penalty, unless expressly agreed otherwise in writing. The reservation deposit is not considered an advance payment of rent or a deposit within the meaning of the Civil Code, but exclusively as a security for the Lessor's claims. The Lessee confirms that they were specifically informed of the nature and legal consequences of the reservation deposit before making the payment. The parties expressly agree that the legal qualification of the reservation deposit is determined exclusively by this provision, regardless of its designation in accounting or payment systems.

"Security deposit"

means a cash security deposit serving to secure all monetary and non-monetary obligations of the Lessee arising from the Agreement, these GTC, or in connection with the use of the Subject of Lease, in particular unpaid rent, payments for Services, contractual penalties, damages, repair costs, cleaning costs, and costs associated with debt collection.

3. SUBJECT OF THE LEASE

- 3.1 The Lessor shall transfer the Subject of Lease specified in the Agreement to the Lessee for use.
- 3.2 The Lessor undertakes to hand over the Subject of Lease on the date of commencement of the lease without any defects preventing its use, suitable for immediate move-in, habitation and use, and the Lessee undertakes to take it over on the same date. The Contracting Parties may draw up a handover protocol on the takeover and handover of the Subject of Lease, which shall serve as proof of the condition of the Subject of Lease at the time of handover. The handover protocol shall specify the equipment of the Subject of Lease that is handed over together with the Subject of Lease.
- 3.3 Together with the Subject of Lease, the Lessee is entitled to use the access roads to the Subject of Lease, the elevator, together with other tenants of apartments, non-residential premises, and parking spaces located in the Building or in the Real Estate.
- 3.4 The Lessee is obliged to use the Subject of Lease in accordance with the Agreement, these GTC, the house rules (the Lessee was familiarized with their current wording prior to the establishment of the contractual

relationship, in particular through the website or electronic communication), generally binding legal regulations; and is further obliged to ensure compliance with the relevant provisions of the Agreement, the GTC, the house rules, and generally binding legal regulations by persons using the Subject of Lease with him or persons staying in it.

- 3.5 The Lessee is obliged to notify the Lessor in writing or electronically of any changes in the identification, contact or other data specified in the Agreement, the Reservation Form or during the reservation without delay, no later than 15 days from the date on which the change occurred.

4. PAYMENTS AND PAYMENT TERMS

- 4.1 The Lessor is entitled at any time, but no later than July 31 of the following year, to deliver a statement of costs for Services for the previous year based on actual consumption and a statement of advance payments made; and, at the same time as the statement, to set a new amount of advance payments based on the actual costs of the Services in the previous period. In the case of short-term or medium-term leases, the Lessor is entitled to settle the Services within a shorter period after the end of the lease. Any overpayment or underpayment according to the settlement of advance payments for Services shall be payable within 14 calendar days from the date of issue of the tax document delivered to the Lessee. The Lessor may also set a new amount of advance payments for Services in the event that a deduction of actual consumption reveals a significant increase in the consumption of Services compared to the previous month (a significant increase is understood to be an increase in consumption of at least 20%). The Lessee is obliged to pay advance payments for Services in this newly determined amount by the month following the month in which the excessive consumption was detected and in which the Lessee received a payment schedule with the new amount (i.e., the new Annex No. 2 to the Agreement).
- 4.2 Upon termination of the lease, the Lessor shall prepare and deliver to the Lessee a statement of Services and advance payments made no later than 30 calendar days from the date of termination of the lease. Any overpayment or underpayment according to the statement of Services shall in this case be payable within 14 calendar days from the date of delivery of the statement to the Lessee.
- 4.3 If the Landlord offsets its claims (receivables) against the deposit during the term of the Agreement, the Lessee undertakes to replenish the deposit to the agreed amount within 1 month from the date on which the Lessee received notification of the set-off of the deposit, by bank transfer to the Lessor's account, which is specified in the header of the Agreement.
- 4.4 In the event of a delay in the payment of Rent, failure to replenish depleted funds (deposit) or other monetary payments incurred in connection with the use of the Subject of Lease by the Lessee, the Lessee shall be obliged to pay the Lessor statutory interest on late payment. The Lessor's right to claim rent, damages, the relevant rent supplement, advance payments for Services or other monetary payments from the Lessee shall not be affected thereby.
- 4.5 Payment (i.e., any payment under the Agreement) means crediting the relevant amount to the account of the Contracting Party to whom the amount is to be paid. Payments received shall be credited in the following order: to the deposit, to the rent for the apartment, to advance payments for Services related to the use of the Apartment, Additional Services, other payments to be paid by the Tenant under the Agreement or these GTC, in particular late fees and interest on late payments.
- 4.6 The Contracting Parties expressly agree that if the Tenant:
- a) cancels the reservation for any reason,
 - b) does not arrive for the stay (no-show),
 - c) terminates the lease prematurely,
 - d) fails to pay the rent or any other payments properly and on time,
 - e) otherwise breaches the Agreement, these General Terms and Conditions, or the booking conditions,

the Lessor shall be entitled to claim payment of the entire rent and all related payments for the entire originally agreed lease period, regardless of the actual length of use of the Subject of Lease or its re-lease to a third party. The contracting parties expressly agree that the aforementioned claim constitutes lump-sum compensation for

the Lessor's damages within the meaning of Section 420 et seq. of the Civil Code, which arises in particular from the loss of the possibility of re-letting, capacity blockage, lost profits, administrative, operating, marketing, and personnel costs. The Lessee acknowledges and expressly agrees that the Lessor is not obliged to prove the actual amount of damage incurred and that the claim for lump-sum compensation is not a contractual penalty. The Lessee hereby undertakes not to exercise the right to demand a reduction, curtailment, or reasonable mitigation of this claim to the extent permitted by mandatory provisions of law. The Lessor is entitled to satisfy its claim by offsetting it against the reservation deposit, security deposit, or any other payments received from the Lessee. This does not affect the Lessor's right to compensation for damages exceeding the lump-sum compensation. The provision of this article represents the Lessee's main contractual obligation, with which the Lessee was familiarized prior to the establishment of the contractual relationship and which was taken into account when determining the amount of rent. The contracting parties have expressly agreed that this claim is not subject to moderation by the court pursuant to Section 545a of the Civil Code to the maximum extent permitted by mandatory provisions of law. The Lessor is entitled to unilaterally set off any of its due or undue claims against the Lessee against the reservation deposit, security deposit, or other payments received, without the need for the Lessee's specific consent. The contracting parties expressly confirm that the amount of the lump-sum compensation for damages was determined taking into account the nature of temporary accommodation, seasonality, occupancy rates, and the Lessor's individual costs, and is not considered unreasonable or unfair to the Lessee. The Lessee confirms that they were specifically notified of the content of this provision prior to the establishment of the contractual relationship and that its wording influenced their decision to conclude the contract under the agreed terms and conditions. The Lessee expressly waives, to the maximum extent permitted by mandatory provisions of law, the right to unilaterally set off any of its claims against the Lessor's claims. The Lessor is entitled to set off any of its due or undue claims against the Lessee without the Lessee's consent. The Parties confirm that the application of this provision shall always be subject to mandatory provisions of law, the principles of good faith, proportionality and fair dealing, and shall not exclude the Lessee's statutory consumer rights. If and to the extent that a court determines that the application of this provision would be disproportionate in a specific case, the Lessor shall be entitled at least to compensation for actual damage and lost profit proven in accordance with applicable law.

- 4.7 In the event that the rental price was calculated based on a preferential rate resulting from a longer agreed rental period, and the lease is terminated prematurely for reasons attributable to the Lessee, the Lessor shall be entitled to retrospectively recalculate the rental price according to the price list applicable to the actual length of stay. The Lessee undertakes to pay the resulting price difference immediately upon request. This adjustment does not constitute a contractual penalty but a price correction reflecting the actual duration of use.

5. RIGHTS AND OBLIGATIONS OF THE LESSEE

- 5.1 The Lessee declares that he was allowed to inspect the Subject of Lease prior to the conclusion of the Agreement and that he is hereby familiar with the condition of the Subject of Lease. The handover of the Subject of Lease shall be carried out by means of a handover protocol specifying its condition at the time of handover.
- 5.2 The Lessee is obliged to notify the Lessor in writing, within a reasonable period of time, of any further defects in the Subject of Lease that were present in the Subject of Lease at the time of handover but were not detected when the handover protocol for the Subject of Lease was drawn up, to the Lessor in writing within a sufficient period of 7 calendar days from the date of handover of the Subject of Lease. The list of defects in the Subject of Lease in the handover report, supplemented by any additional defects notified to the Lessor within the aforementioned 7-day period, shall be considered final, and the Lessee shall be liable for any defects notified or discovered at a later date.
- 5.3 The Lessee undertakes to use the Subject of Lease for the purpose specified in the Agreement, in the usual manner and in such a way that the rights of the owners or other lessees and sublessees in the Property are not affected. The Lessee undertakes to comply with generally binding regulations (e.g., fire safety measures, safety and hygiene regulations, environmental protection regulations, etc.), house rules, and the relevant provisions of the Agreement. The Tenant also undertakes and is obliged to ensure that persons using the Subject of Lease with him comply with all these regulations.
- 5.4 The Lessee is obliged to notify the Lessor of the exact number of persons who will use the Subject of Lease. The use of the Subject of Lease by persons who were not notified in the reservation or subsequently approved by the Lessor is considered a gross violation of these GTC.

- 5.5 The Lessee acknowledges and expressly agrees that the Lessor is entitled to carry out regular inspections of the Subject of Lease at intervals of no more than once a month, in particular for the purpose of checking the technical condition of the Subject of Lease, its cleanliness, compliance with the Lessee's obligations under the Agreement and these GTC, as well as for the purpose of performing routine maintenance or necessary repairs. The Lessor is obliged to notify the Lessee of the date of such an inspection in advance with reasonable notice, usually at least 3 calendar days, and the inspection shall be carried out at a reasonable time and in a manner that minimizes the Lessee's use of the Subject of Lease. In addition to regular inspections, the Lessee is obliged to allow the Lessor access to the Subject of Lease also on the basis of a special request by the Lessor, in particular for the purpose of inspecting or replacing meters, checking the condition of water meters, removing faults, carrying out repairs, or allowing interested parties to view the Subject of Lease, subject to prior agreement on the date. Even without prior notice or consent from the Lessee, the Lessor is entitled to enter the Subject of Lease in the event of an emergency or imminent damage, especially if there is a risk of damage to the Subject of Lease, the Building, or the Property, even in the absence of the Lessee. The Lessee is obliged to make the Subject of Lease accessible for the purpose of inspection or replacement of meters at least on one of the two dates proposed by the Lessor; in the event of a breach of this obligation, the Lessee is obliged to reimburse the Lessor for all demonstrable costs incurred in connection therewith. Repeated or serious breach of this obligation shall be considered a gross breach of the Agreement.
- 5.6 The Lessor is entitled, after prior agreement with the Lessee, to enter the loggia/balcony or terrace at least four times a year for the purpose of maintaining or trimming greenery and flowers.
- 5.7 Minor repairs to the Subject of Lease related to its use and costs associated with routine maintenance of the Subject of Lease shall be performed and paid for by the Lessee. If the Lessee fails to ensure the timely performance of minor repairs and routine maintenance of the Subject of Lease, the Lessor shall be entitled to do so at its own expense after prior notification to the Lessee and to claim reimbursement of the costs incurred from the Lessee. Repairs other than routine repairs to the Subject of Lease shall be performed exclusively by the Lessor. The Lessee is obliged to notify the Lessor in a timely manner of the need to perform such repairs. The Lessee is obliged to notify the Lessor of the need to carry out emergency repairs immediately after discovering the fault, otherwise they shall be liable for any damage incurred by the Lessor as a result of a breach of the notification obligation.
- 5.8 The Lessee and persons using the Subject of Lease are not entitled to carry out construction or other substantial modifications to the Subject of Lease. Minor interventions in the walls and ceilings of the Subject of Lease (e.g., drilling and hammering) are permitted only with the written consent and according to the instructions of the Lessor. The Lessor is entitled to require that such alterations be carried out in the presence of an authorized employee.
- 5.9 The Lessee is liable for damage caused to the Subject of Lease and to the equipment located in the Subject of Lease, whether caused intentionally or through negligence in connection with the use of the Subject of Lease by the Lessee or persons to whom the Lessee has allowed use of the Subject of Lease (including visitors). The Lessee is obliged to report such damage to the Lessor without delay.
- 5.10 The Lessee is also obliged to immediately report to the Lessor any damage to the Subject of Lease that was not caused by him or persons to whom he allowed the use of the Subject of Lease, and at the same time he is obliged to take all urgent measures to prevent the spread of the damage caused. The Lessee is liable for damage caused as a result of a breach of the obligation to report damage immediately.
- 5.11 The Lessee undertakes to study the original manufacturer's instructions for use before using the appliances located in the Subject of Lease for the first time and to follow the instructions in the manual each time the appliances are used. Instructions for appliances are provided to the tenant in printed or electronic form. In the event of damage caused as a result of using appliances contrary to the instructions in the manual, the tenant is fully liable for the damage thus caused.
- 5.12 The tenant confirms that they are aware of the complete ban on the presence of any animals in the rental property, as well as the ban on smoking in the rental property, with the exception of balconies, terraces, loggias, and front gardens, as well as in all common areas, and undertakes to comply with this prohibition without reservation, whereby smoking is understood to mean the use of tobacco products, electronic cigarettes, heated tobacco products, and any other similar products. The Lessee undertakes to comply with the above prohibitions without reservation and to ensure their compliance by persons to whom they allow access to the Subject of Lease. In the event of a violation of the prohibition on the presence of animals in the Leased Property or a violation of the

prohibition on smoking in the Leased Property, the Lessee is obliged to pay the Lessor a lump sum compensation of EUR 1,000 for each individual violation. The lump sum compensation corresponds to the estimated costs of odor removal, disinfection, cleaning, equipment repair, and restriction of further rental of the Subject of Lease. The payment of lump-sum damages shall not affect the Lessor's right to claim damages in full if the damage incurred exceeds the amount of the lump-sum damages. The Lessee acknowledges that a breach of the obligations under this provision shall be considered a gross breach of the Agreement and may be grounds for immediate termination of the lease by the Lessor in accordance with the Agreement or these GTC. The Contracting Parties expressly confirm that this lump-sum compensation is not a contractual penalty and is not subject to moderation by the court to the extent permitted by mandatory provisions of law.

- 5.13 The Lessee is not entitled to sublease, assign, transfer, or otherwise make the Subject of Lease or any part thereof available to any third party, nor to transfer or assign any rights or obligations arising from the Agreement or these GTC, without the prior written consent of the Lessor. Any breach of this provision shall constitute a gross breach of the Agreement and the GTC.
- 5.14 The Lessee undertakes to refrain from any action aimed at damaging the Lessor's reputation, including the publication of false, misleading or purposefully distorted ratings, reviews or statements. This does not affect the Lessee's right to a true and objective evaluation of the services.

6. RIGHTS AND OBLIGATIONS OF THE LESSOR

- 6.1 The Lessor is obliged to hand over the Subject of Lease to the Lessee in a condition suitable for proper use and to ensure the Lessee's full and undisturbed exercise of the rights associated with the use of the Subject of Lease.
- 6.2 The Lessor shall not be liable for the property of the Lessee or persons who use the Subject of Lease together with the Lessee and which is located or installed in the Subject of Lease, whether on or in the Building. The Lessee shall insure all such property at its own expense against all risks.
- 6.3 The Lessor shall not be liable for any interruption or restriction of temporary use of the Subject of Lease due to force majeure, technical equipment failures, third-party interference, or decisions by public authorities, and such interruption shall not entitle the Lessee to compensation for damages. The Lessor shall not be liable for lost profits, indirect or consequential damages, including non-pecuniary damage.

7. TERMINATION OF THE LEASE

- 7.1 The Contracting Parties acknowledge that the Agreement is concluded for a fixed term and therefore its termination before the expiry of the agreed term is governed exclusively by the Agreement and these GTC.
- 7.2 If the deposit, rent, or advance payments for Services related to the use of the Subject of the Lease for the first calendar month, or for the proportional part of the first calendar month for which the lease relationship will last, are not paid within 5 days of the deadline agreed in the Agreement, Reservation Form or in these GTC, the Agreement shall be deemed terminated on the date of expiry of the said period and the Lessor shall be entitled to consider the contractual relationship terminated without further notice. The Lessor has the right to lease the Subject of Lease to a third party. The Lessor's right to compensation for damages (caused in particular by the non-occupancy of the Subject of Lease) shall not be affected thereby. In the event of a conflict between this paragraph and the wording of the Agreement, the wording of the Agreement shall prevail.
- 7.3 Until the termination of the lease relationship, the Lessee is obliged to pay the rent and advance payments for the Services in a timely manner. The Lessee is also obliged to pay compensation for the use of the Subject of Lease in an amount corresponding to the agreed rent and advance payments for Services from the date of termination of the lease relationship until the Subject of Lease is vacated. The Lessor's right to compensation for damages is not affected by this.
- 7.4 In the event that the lease is terminated by the Lessor for reasons attributable to the Lessee before the expiry of the agreed term, all financial and property consequences shall be governed exclusively by the provisions of Article 4.6 of these GTC, regardless of whether the Subject of the Lease was subsequently leased to a third party.

- 7.5 At the end of the lease, the Tenant shall return the apartment in the condition in which it was taken over, regardless of normal wear and tear during normal use. Normal wear and tear does not include, for example, tearing of fabrics, damage (including burning) to fabrics, carpets or furniture, scratching of furniture, breaking of glass, soiling of walls, etc. Odors from tobacco or similar products are also not considered normal wear and tear if they exceed the usual level or penetrate the interior of the Rental Property, even if smoking occurred in places where it was otherwise permitted. Minor repairs and costs associated with the normal maintenance of the Rental Property that arise before the end of the lease shall be arranged and paid for by the Lessee no later than the date of handover of the Rental Property to the Lessor. If the Lessee fails to do so, the Lessor shall arrange for the necessary repairs and routine maintenance at the Lessee's expense. The Lessor is entitled to use the funds deposited by the Lessee during the term of the Agreement (deposit) to settle the Lessor's claims. If the deposit is insufficient to cover the necessary repairs and routine maintenance of the Subject of Lease, the Lessee shall be obliged to pay the shortfall to the Lessor within 14 days of the date of submission of the statement of account. The Lessee is obliged to return to the Lessor all keys and electronic cards received from the Lessor. If the Lessee does not vacate the premises by the date of termination of the Subject of Lease, the Lessee authorizes and empowers the Lessor to vacate the Subject of Lease at the Lessee's expense and to store the items located in the Subject of Lease. If the Lessee does not collect the stored items within 2 weeks of their storage by the Lessor, the Lessee authorizes and empowers the Lessor to dispose of them. The Lessor shall not be liable for any reduction in value, damage, or deterioration of the stored items, unless caused intentionally. The items shall be considered abandoned within the meaning of Section 135 of the Civil Code, unless otherwise provided by specific legal regulations. This provision shall not affect mandatory provisions of law on consumer protection, nor the Lessor's obligation to act reasonably and in good faith when handling the Lessee's property.
- 7.6 In the event of the Tenant's failure to commence the stay, early termination of the lease or cancellation of the reservation by the Tenant, the legal consequences, including the Landlord's financial claims, shall be governed exclusively by the provisions of Article 4.6 of these GTC. In such a case, the Tenant shall not be entitled to a refund of any amounts paid.
- 7.7 In the event of a gross breach of the Contract or the GTC, the Lessor is entitled to terminate the Contract immediately, with the financial and property consequences being governed exclusively by the provisions of Article 4.6 of these GTC.

8. COMMON AND FINAL PROVISIONS

- 8.1. Documents of the parties relating to the lease relationship under the Agreement shall be delivered in person against signature, by certified mail or by post to the address specified in the header of the Agreement. For the purposes of the Agreement and these GTC, documents shall also be deemed to have been delivered if they arrive at the relevant address but the addressee does not collect them for any reason; in such a case, the date of delivery shall be deemed to be the third working day following their dispatch. Documents delivered by e-mail to the e-mail address provided by the Lessee shall be deemed delivered at the moment of their dispatch, unless the Lessee proves otherwise.
- 8.2. The contract, these GTC, and all legal relationships arising in connection with the temporary use of the Subject of Lease are governed by the laws of the Slovak Republic. The contracting parties agree that all disputes will be resolved exclusively by the competent courts of the Slovak Republic according to the Lessor's registered office. The contracting parties hereby expressly exclude the application of any conflict of law rules, international treaties or legal regulations of other countries that could lead to the application of law other than Slovak law. The provisions of this article do not affect the consumer's rights arising from the mandatory provisions of European Union legislation. This provision does not affect the mandatory provisions of consumer protection legislation, in particular the consumer's right to bring an action before the court of their place of residence, if permitted by law.
- 8.3. The Lessee declares that they have duly familiarized themselves with these GTC, had the opportunity to familiarize themselves with them prior to concluding the Agreement, understand their content, and agree with them.
- 8.4. If any provision of these GTC becomes invalid or unenforceable, this shall not affect the validity and effectiveness of the other provisions, which shall remain in full force and effect.

- 8.5. If these General Terms and Conditions are also drawn up in a foreign language, the Slovak language version shall be decisive, binding, and shall take precedence over any other language version. Any discrepancy between the language versions shall be interpreted exclusively according to the Slovak version.
- 8.6. In the event of a dispute regarding the delivery or receipt of electronic communication, including emails, booking confirmations, payment confirmations, or booking system records, the burden of proof that such communication was not delivered or received shall rest exclusively with the Lessee.
- 8.7. The Lessor is entitled to unilaterally amend or supplement these General Terms and Conditions, provided that any such amendments shall apply exclusively to contractual relationships established after the date on which the amended version is published on the Lessor's official website. Contractual relationships established prior to the effective date of such amendments shall continue to be governed by the wording of the General Terms and Conditions valid and effective as of the date on which the respective contractual relationship was established, unless the Contracting Parties expressly agree otherwise.
- 8.8. The Lessor is entitled to unilaterally amend or supplement these General Terms and Conditions also with respect to existing contractual relationships, provided that such amendments do not affect the essential elements of the contractual relationship, the agreed rental price, or the duration of the lease to the detriment of the Lessee. Such amendments shall become binding upon the Lessee on the date specified by the Lessor, provided that the Lessee is notified thereof in an appropriate manner, in particular by publication on the Lessor's official website or by electronic communication. Continued use of the Subject of Lease, continuation of the stay, or failure to object within a reasonable period after notification shall be deemed acceptance of the amended wording. This provision shall not affect mandatory consumer protection laws provided that such amendment does not worsen the Lessee's legal position contrary to mandatory consumer protection laws.
- 8.9. If any provision of these GTC is deemed unenforceable, invalid, or inapplicable with respect to a consumer due to mandatory consumer protection laws, such circumstance shall not affect the Lessor's right to seek protection of its legitimate interests under the applicable dispositive provisions of the Civil Code, including the right to claim compensation for actual damage incurred and loss of profit, to the extent permitted by law.
- 8.10. The Contracting Parties undertake to exercise their rights and obligations in accordance with the principles of good faith, fair dealing, and honest commercial practice. Any exercise of rights that is contrary to their economic purpose or aimed solely at harming the other party shall not enjoy legal protection.
- 8.11. Headings and titles used in these GTC are for convenience only and shall not affect the interpretation of any provision hereof.

These General Terms and Conditions are issued and are valid and effective from September 1, 2025. The effective date determines the applicability of these General Terms and Conditions to individual contractual relationships and is decisive for assessing the rights and obligations of the contracting parties.