

GENERAL TERMS AND CONDITIONS OF THE ACCOMMODATION AGREEMENT

1. PARTIES, OBJECTIVE AND SUBJECT MATTER OF THE AGREEMENT

1.1. The parties to the agreement are OÜ My Apartments, registry code 12807647, registered address Sakala 11, Tallinn 10141 (hereinafter *My Apartments*) and a person who uses the My Apartments reservation system for the purpose acquiring for use an apartment owned by My Apartments (hereinafter *Client*) and who will be identified each time separately via the reservation system of My Apartments (hereinafter *Reservation*).

1.2. The objective of the agreement is the provision of temporary accommodation services by My Apartments and, for that purpose, granting the Client temporary access to the Apartment for the agreed term, as well as establishing the procedure followed by My Apartments when ordering accommodation services for the Client and by the Client when ordering and using additional services, as well as responsibilities of Parties.

1.3. The agreement shall be deemed concluded from the time when the Client has entered their data into the reservation system, confirmed their reservation, agreed to these general terms and conditions of the accommodation agreement (hereinafter *General terms and conditions*) and paid the fee indicated during the Reservation process (hereinafter *Fee*).

1.4. The actions carried out during Reservation, the information confirmed, and consents given by the Client form an integral part of the Agreement and shall be interpreted together with the provisions of the Agreement.

2. SUBJECT OF THE AGREEMENT

2.1. Under the Agreement, My Apartments will give the Client for use an apartment located in a building at Sakala 11 in Tallinn (hereinafter *Building*), together with the furnishings within, etc. (hereinafter ***Apartment***). The Client will choose the specific location of the Apartment inside the Building when making a Reservation.

2.2. My Apartments shall have the right to change the location of the Apartment if, for some reason, the selected Apartment has not been vacated by the day it should be made available to the Client.

2.3. The Apartment shall be used as a temporary guest apartment unless the parties agree otherwise.

2.4. The Parties shall draw up an instrument of delivery and receipt on handing over the Apartment to the Client, in which the condition of the Apartment, the objects located within, as well as other circumstances, if necessary, are set out

(Annex 1 to General terms and conditions). My Apartments may waive the drawing up of the instrument of delivery and receipt.

2.5. The Apartment will be handed over to the Client at 14:00 on the day specified during Reservation and the Client shall return it to My Apartments at 12:00 on the day specified during Reservation.

2.6. The Client has the right to use the Apartment and the objects within for temporary stay.

3. FEES, ACCESSORY EXPENSES AND ADDITIONAL SERVICES

3.1. The Client undertakes to pay a Fee for the service provided or mediated by My Apartments in accordance with the invoices and price list provided by My Apartments. The Fee is paid in the manner specified by My Apartments during the Reservation process.

3.2. The Fee is calculated during the Reservation process, according to the rates established by My Apartments.

3.3. If an Apartment is reserved for a period of more than 30 (thirty) days, the Fee will not be charged for the whole period but for 30 (thirty) days. From then on, the Fee shall be paid according to the invoices submitted by My Apartments on a monthly basis.

3.4. The Client undertakes to pay the Fee, additional service and other fees, contractual penalties, etc. regardless of whether or not My Apartments has sent them an invoice.

3.5. The Fee includes accessory expenses related to the use of the apartment, which are: water, electricity, waste collection, sewerage, heating, WiFi connection, cleaning of the apartment 2 (twice) a month. The aforementioned applies on the condition that these services are consumed at a reasonable rate. The Fee also includes the cleaning of common areas, administrative services and assistance of the Client provided by the employees of My Apartments. My Apartments alone has the right to determine a reasonable limit for accessory expenses, taking into account all the circumstances.

3.6. In addition to the Fee, the Client shall pay My Apartments for any additional services related to using the Apartment in accordance with the price list, if they have ordered such services. The list and price list of additional services are available on the My Apartments website, object Sakala 11, Tallinn. Additional services are provided only if possible. In certain cases, the extra fee may be applied regardless of the intention of the Client, if circumstances arising from the actions or omissions of the Client (replacement of a lost card, additional cleaning of the Apartment, etc.) so require.

3.7. My Apartments shall invoice the Client for any additional services ordered before or after using the service, indicating the name and dates of the service.

3.8. My Apartments shall make it possible for the Client to use the communal and other services included in the accessory expenses in the volume specified in the Agreement. If, considering all the circumstances, the Client exceeds the reasonable limit specified for these services (clause 3.3.), My Apartments shall have the right to demand that the Client compensate for the exceeded amount.

3.9. My Apartments shall not be responsible for interruptions of communal or other services in the Apartment if such interruptions are not caused by the actions or omissions of My Apartments. My Apartments shall notify the Client of such interruptions as soon as possible, if they are known in advance.

3.10. The Client may not independently enter into agreements with a third party to receive any services.

3.11. The Client undertakes to pay the invoice submitted by My Apartments by the due date indicated therein. The Client undertakes to pay My Apartments a default interest of 0.5% per day for any outstanding amount not paid in time.

3.12. Of the amounts received, first shall be considered as paid the recovery costs (including costs for legal assistance), then contractual penalties, default interests, possible loss recovery costs, additional fees, possible costs of exceeding the reasonable additional service limit and finally the Fee itself.

4. SECURITY DEPOSIT

4.1. The Client undertakes to pay a security deposit corresponding to the amount of the Fee in order to secure the claims arising from the Agreement concluded with My Apartments. The security deposit shall be paid on the date established by My Apartments, either during the Reservation process, handing over the Apartment or at another time.

4.2. The security deposit secures all claims against the Client that may arise from the Agreement concluded with My Apartments until complete and proper fulfilment of all obligations of the Client.

4.3. My Apartments shall have the right to deduct from the security deposit any Contractual claim from the date it becomes chargeable. If the Client has damaged the Apartment or its furnishings, My Apartments shall have the right to offset the amount required to restore the condition of the Apartment from the security deposit.

4.4. If My Apartments has used the security deposit to offset the debt of the Client, the Client undertakes to bring the security deposit to its original amount within 7 (seven) calendar days.

4.5. My Apartments has no obligation to deposit the security deposit with a credit institution and separately from its assets, nor shall the security deposit bear interest.

4.6. If My Apartments has no claims against the Client upon the expiry of the agreement, My Apartments shall release the security deposit within 30 (thirty) days from the expiry of the Agreement. In the event of any claims, My Apartments shall deduct from the security deposit all claims and cost involved with such claims and refund the remaining amount.

4.7. The Client shall bear the costs of refunding the security deposit (banking charges).

5. CONDITION AND HANDOVER OF THE APARTMENT

5.1. By accepting the Apartment, the Client confirms that they have thoroughly examined the Apartment, are aware of its limits, condition, furnishings and shortcomings and wish to use the Apartment under the conditions specified in the Agreement.

5.2. If the Client does not accept the Apartment on the handover day or refuses to accept the Apartment without a legal justification, the Apartment shall be deemed to have been handed over to the Client on the handover day and the Client undertakes to pay all fees due under the Agreement from the handover date.

5.3. Only the Client may use the Apartment for temporary stay. Other persons may use the Apartment only in the extent specified either in the Reservation system, General terms and conditions or established by My Apartments. The Client cannot and may not register the Apartment as their place of residence.

5.4. The Client undertakes to take care of the Apartment, its furnishings and the property of My Apartments within regularly and prudently and to ensure that the aforementioned remain in the condition specified in the Agreement and the instrument of delivery and receipt, taking into account normal wear and tear that occurs as a result of use under the Agreement.

5.5. The Client does not have the right to perform any modification or repair work in the Apartment and My Apartments has no obligation to grant the Client permission to perform such work.

5.6. All alterations and/or repairs to the apartment shall be performed solely by My Apartments or a person authorised by My Apartments.

5.7. If the Client installs removable interior design elements (paintings, posters, etc.) on the walls, the damage caused by the removal of such elements (holes, fading, etc.) shall be compensated for by the client.

5.8. The Client undertakes to return the Apartment clean. If the Client fails to fulfil this obligation, they shall pay My Apartments a contractual penalty of 50 euros

and a cleaning fee. In any case, if the term for the use of the Apartment is longer than 30 (thirty) days, the Client shall pay My Apartments the final cleaning fee in the sum of 50 euros, regardless of whether the Client has cleaned the Apartment or not.

6. RIGHTS AND OBLIGATIONS OF PARTIES

6.1. The Client undertakes to:

- 6.1.1. use the Apartment with care and in accordance with its intended purpose;
- 6.1.2. follow the House rules when using the Apartment (Annex 2 to the General terms and conditions);
- 6.1.3. pay the fees specified in the Agreement in time;
- 6.1.4. allow the representatives of My Apartments without hindrance and at any time access to the Apartment to check its condition;
- 6.1.5. bear the work performed on the Apartment, as well as other activities that are necessary for the preservation of the Apartment or the Building in which the Apartment is located, for the elimination of defects, prevention of damage or for the elimination of its consequences;
- 6.1.6. immediately notify My Apartments of any danger to the Apartment if measures must be taken to avert the danger, including an accident, fire, etc. in the Apartment, as well as take immediate measures to eliminate the consequences of such events;
- 6.1.7. not use equipment and technology that generates vibrations and noise above generally accepted levels, radio and TV interference, as well as dust that is harmful to the environment and the surroundings, toxic gases, harmful radiation, sewerage damage and power network congestion – noise and loud sounds are in any case prohibited from 22:00 to 7:00 and, on weekends, from 23:00 to 8:00;
- 6.1.8. follow the health, fire safety and exploitation rules My Apartments has established for the Apartment;
- 6.1.9. not smoke in the Apartment or in the common areas of the Building – smoking is only allowed in designated areas, if available;
- 6.1.10. not keep pets in the Apartment without a prior permission from My Apartments;
- 6.1.11. not use the Apartment for business purposes, including as an legal entity address;
- 6.1.12. not organise parties or events that may disturb the users of other Apartments or the Building;
- 6.1.13. not make noise and loud sounds during the periods specified in the House rules;

- 6.1.14. not use open fire in the Apartment and not leave the Apartment while cooking;
- 6.1.15. not leave electronic devices unattended;
- 6.1.16. not consume alcohol in the common areas of the Building, i.e. outside of the Apartment;
- 6.1.17. upon expiry of the Agreement, return the Apartment to My Apartments by the time specified in the Special conditions.
- 6.1.18. The Apartment to be returned to My Apartments by the Client must be in the same condition as indicated in the instrument of delivery and receipt drawn up when the Apartment was handed over to the Client, cleaned (including furniture, carpets, dishes, walls, stoves, etc.), taking into account the normal wear and tear that occurs as a result of use under the Agreement. Upon handing over the Apartment to My Apartments, an instrument of delivery and receipt shall be drawn up and signed by both Parties.
- 6.1.19. If the Client does not show up by the time set for handing over the Apartment, My Apartments shall have the right to enter the Apartment and take over the possession of the Apartment from the Client. In such case, My Apartments will unilaterally draw up a report on the condition of the Apartment and send it to the Client by e-mail.
- 6.1.20. The Client undertakes to fully compensate for the damage resulting from the destruction and damage of the Apartment which occurred while the Apartment was in the possession of the Client, unless the Client is able to prove that the destruction or damage was caused by circumstances not attributable to the Client. The Client shall not be responsible for the normal wear and tear of the Apartment, the deterioration of its condition and changes that are incidental to using the Apartment under the Agreement.
- 6.1.21. My Apartments shall have the right to deposit the items left in the Apartment by the Client at the latter's expense. If the Client does not collect their belongings within 15 (fifteen) days from the expiry of the Agreement, My Apartments shall have the right to, at their own discretion, either destroy or sell said belongings. The Client shall bear all related costs.
- 6.1.22. If the Client does not return to My Apartments all access cards and keys upon the expiry of the Agreement, they shall compensate My Apartments for the cost of replacing the locks and/or access keys.
- 6.1.23. In the event of a breach of obligations specified in clauses 6.1.7. to 6.1.17, the Client undertakes to pay to My Apartments, upon request, a contractual penalty in the sum of 250 euros for each breach. If there is a delay in returning the Apartment, the Client undertakes to pay an additional contractual penalty of 250 euros for each delayed day. My Apartments shall have the right to demand

compensation for damages exceeding the contractual penalty amount if the actual damage exceeds the agreed contractual penalty amount.

6.2. My Apartments undertakes to:

6.2.1. hand over the Apartment together with accessories within to the Client in a condition suitable for use under the Agreement;

6.2.2. enable the Client to use the Apartment to the extent and in the manner necessary for the use of the Apartment under the Agreement;

6.2.3. notify the Client of any known interruptions or disturbances in power, water or other supplies.

6.3. The Client shall have the right to:

6.3.1. use the Apartment without hindrance according to the needs of the Client and its intended purpose.

6.4. My Apartments shall have the right to:

6.4.1. receive the Fee and other amounts payable by the Client on the basis of the Agreement;

6.4.2. check that the Apartment is used, maintained and preserved in accordance with the Agreement and its purpose and, if necessary, order the Client to prevent the deterioration of the condition of the Apartment caused by the non-performance of the obligations of the Client;

6.4.3. enter the Apartment at any time, including in the event of an accident, to check how the Apartment is used and if it is used for intended purpose, prevent accidents or to eliminate their consequences;

6.4.4. establish and modify, as necessary, reasonable requirements regarding health, fire safety, environmental protection, parking and building exploitation and other such matters.

7. CONFIDENTIALITY

7.1. The Parties undertake to keep secret from third parties all information that has become known to them in connection to the Agreement, as well as information that has been disclosed to them during the performance of the Agreement.

8. EXPIRY OF THE AGREEMENT

8.1. The Agreement shall expire:

8.1.1. if the Apartment is destroyed or rendered unusable;

8.1.2. upon expiry of the Agreement on any other basis provided by law or the Agreement, including when one Party decides to withdraw from or cancel the Agreement.

8.1.3. The Client shall have the right to cancel the Agreement extraordinarily if My Apartments is in material breach of the Agreement, by notifying My Apartments of such decision in writing 10 (ten) days in advance.

8.2. My Apartments shall have the right to immediately cancel the Agreement extraordinarily and without prior notice if the Client is in material breach of the Agreement. A material breach includes the following:

8.2.1. the Client does not use the Apartment in conformity with the purpose specified in the Agreement;

8.2.2. the actions of the Client worsen the condition of the Apartment;

8.2.3. the actions of the Client prevent the normal exploitation of the Apartment or prevent My Apartments from fulfilling its obligations under the Agreement;

8.2.4. the Client makes repairs or changes to the Apartment without a written consent from My Apartments;

8.2.5. the Client has made the Apartment fully or partially available to third parties without a written consent from My Apartments;

8.2.6. the Client is in violation of the House rules.

8.3. My Apartments shall have the right to cancel the Agreement extraordinarily by notifying the Client in writing 10 (ten) days in advance if the Client has not paid the Fee or other payments specified in the Agreement or default interest within 5 (five) calendar days from the due date, regardless of the amount of the debt.

8.4. The Client may not refuse to pay the Fee, reduce or deposit the Fee or suspend the performance of the Agreement as a legal remedy.

8.5. The Client has the right to demand the compensation of only direct damages.

8.6. The Client may not refuse to vacate the Apartment if they do not agree to the cancellation of the Agreement by My Apartments.

8.7. If the Client does not return the direct possession of the Apartment following the termination of the Agreement, including upon cancellation of the Agreement by My Apartments that the Client has disputed, they shall pay the Fee and other contractual payments, as well as the contractual penalty in accordance with the Agreement.

8.8. The Client shall have the right to withdraw from the Agreement at no charge not later than 14 (fourteen) days before the due date specified during the Reservation process. If this period is longer than 14 (fourteen) days, the Client undertakes to pay My Apartments a contractual penalty of 50% (fifty percent) of the Fee, which My Apartments shall be entitled to withhold from the amount paid during the Reservation process, without making an additional declaration of intent.

9. FINAL PROVISIONS

9.1. In matters not regulated in the Agreement, the Parties shall be guided by the legislation of the Republic of Estonia.

9.2. A Party shall not be liable for the performance of its Contractual obligations if they prove that they have not performed their obligations or have performed them improperly due to force majeure.

9.3. My Apartments may unilaterally make changes to the General terms and conditions and its annexes. The changes will take effect upon their publication on the My Apartments website.

9.4. The Parties shall consider a message sent by e-mail to be a sufficient means of forwarding notifications. The notice shall be deemed to have been received on the day following its sending. In the event of a change in the contact details of the Parties, either Party undertakes to inform the other of the fact immediately.

9.5. The Parties shall solve disputes and disagreements arising from the performance of the Agreement through negotiations held in good faith. If no agreement is reached, disputes shall be settled in court pursuant to the legislation of the Republic of Estonia.

The integral annexes to the General terms and conditions are:

Annex No 1 – Instrument of delivery and receipt;

Annex No 2 – House rules.

ANNEX 1

INSTRUMENT OF DELIVERY AND RECEIPT

Date: _____

Address: **Tallinn, Sakala 11 – apartment №** _____

The Apartment includes the following items, furniture and equipment:

<input type="radio"/> Name	Amount	<input type="radio"/> Name	Amount
<input type="radio"/> Bed 160*200		<input type="radio"/> TV	
<input type="radio"/> Bed 90*200		<input type="radio"/> Dining table	
<input type="radio"/> Sofa		<input type="radio"/> Glass dining table	
<input type="radio"/> Dresser		<input type="radio"/> Sofa table	
<input type="radio"/> Wardrobe		<input type="radio"/> Writing desk and chair	
<input type="radio"/> Bedside table		<input type="radio"/> Chairs	
<input type="radio"/> Bedroom lamp		<input type="radio"/> Armchair	
<input type="radio"/> Living room lamp		<input type="radio"/> Kitchen furniture	
<input type="radio"/> Kitchen lamp		<input type="radio"/> Painting	
<input type="radio"/> Washing machine		<input type="radio"/> Kitchen hood	
<input type="radio"/> Microwave oven		<input type="radio"/> Kitchen furniture	
<input type="radio"/> Mattress		<input type="radio"/>	
<input type="radio"/> Stove		<input type="radio"/>	
<input type="radio"/> Refrigerator		<input type="radio"/>	
<input type="radio"/>		<input type="radio"/>	

Water meter reading: _____ m³

Electricity meter reading: night: _____; day: _____

My Apartments OÜ:

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Client:

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ANNEX 2

HOUSE RULES

These house rules are mandatory for all Clients and users (hereinafter *Clients*) of the apartments in the Building (hereinafter *Building*) located at Sakala 11 in Tallinn.

1. DOMESTIC PEACE

1.1. Disturbing (making noise, playing loud music or otherwise disturbing the peace of other Clients) other Clients is prohibited.

1.2. Silent hours last from **23:00 to 7:00** from Sunday to Friday and from **00:00 to 8:00** on Fridays and Saturdays.

1.3. Clients may have visitors between **7:00 and 23:00**, provided that their activities do not disturb other Clients. The Client shall be liable for damage caused by their guests, as well as for damage caused by themselves.

1.4. The Client may not use the Apartment for any other purpose than temporary stay (all business activities, production, organisation of gatherings and business meetings are prohibited).

1.5. In addition to the Apartment, the Client undertakes to maintain order in the Building and the surrounding territory. Causing any damage is prohibited. The Client undertakes to always close and lock the door behind them. If the Client intentionally or negligently damages the Building, the Apartment or the surrounding territory, they undertake to compensate the damage in accordance with the law and the Agreement. If the person who caused the damage cannot be identified, all Clients of the Building shall be jointly and severally liable for the damage.

2. MAINTAINING CLEANLINESS

2.1. Clients undertake to tidy up the Apartment, the Building and common areas after their use.

2.2. Clients undertake to follow the servicing instructions for the Apartment and Building of which the Clients have been notified.

2.3. My Apartments shall have the right to occasionally carry out inspections to check compliance with the cleanliness requirements. Clients shall be notified of an inspection pursuant to the procedure established in the Agreement.

2.4. Upon the expiry of the Agreement, the Apartment must be handed over clean. In addition, upon the expiry of the Agreement, My Apartments shall order general cleaning service in accordance with the provisions of the Agreement or the established price list.

3. OTHER PERSONS

1.1. The use of the Apartment by other persons is prohibited.

4. SAFETY

- 4.1. The Building and the apartments within meet the relevant safety requirements. Proper evacuation plans have been installed in the public areas of the Building. All Clients must examine these plans on their own when moving into the Building.
- 4.2. To ensure safety, Clients must regularly check the proper condition of electrical equipment.
- 4.3. Non-functional, broken, misused or improperly repaired equipment can endanger the user.
- 4.4. Clients may not perform electric or plumbing work. In case of problems with the electrical system or piping, the Client must contact the customer service.
- 4.5. In order to ensure fire safety, care must be taken when handling fire, legal requirements must be observed and potentially dangerous situations avoided.
- 4.6. Before leaving the Apartment/Building, the Client must check that the equipment causing a potential fire hazard is switched off after use (iron, stove, etc.).
- 4.7. Objects that could prevent the rescue service from accessing the property, Building and Apartment in the event of a fire may not be left in the traffic routes and stairwell.
- 4.8. In order to ensure general fire safety and working condition of the technical Building systems, My Apartments shall occasionally carry out inspections in the premises and Apartments. The Client will be notified in advance of the inspection pursuant to the procedure established in the Agreement.
- 4.9. There is a smoke detector on the ceiling of each room. The Client may not remove or cover the detector. If there are any problems with the smoke detector, please contact your My Apartments service representative.
- 4.10. The Client may not give third parties access to the Building or Apartment.
- 4.11. The Client may not take possession of object or other movables in the common areas of the Building that are intended for use by all Clients.

5. WASTE HANDLING

- 5.1. Clients must sort their waste according to the markings on the containers.

6. REPAIR AND MAINTENANCE

- 6.1. Independent repair work (including drilling holes into walls, painting the walls) is prohibited.
- 6.2. Normal wear and tear is the natural wear and tear of an Apartment and its furnishings, which is associated with the purposeful use of the dwelling, equipment and furnishings. In case of normal wear and tear, the Client has maintained all equipment and other parts of the apartment according to the instructions.
- 6.3. Normal wear and tear does not include wear and tear, defects and incidental damage caused by improper use of the Apartment, equipment and furnishings. The expenses caused by non-intended use must be compensated for at the latest

at the end of the accommodation period. In addition, any unintentional and intentional damage caused to the Apartment, equipment and furnishings shall also be compensated for. Such damage may include, for example, cuts on the kitchen surface, placing a hot kitchen utensil on the kitchen counter, damaging the floor with furniture legs, etc. In addition, such damage includes the costs related to removing dirt, notches, holes and the like from walls, the floor, windows, doors and other parts of the Apartment.

6.4. My Apartments must be notified immediately of any incidents related to the furnishings, equipment or the Apartment (more detailed information in the Agreement).

6.5. If My Apartments has to perform maintenance or repair work in the Apartment due to the Client's fault, My Apartments has the right to invoice the Client for the performance of the work on the basis of its price list.

7. FURNISHINGS OF THE APARTMENT

7.1. The Client may not place their own furniture in the Apartment without prior written consent from My Apartments.

8. SMOKING AND CONSUMPTION OF OTHER SUBSTANCES

8.1. The Building is completely smoke free. Smoking inside the Building and the Apartment (including smoking an electronic cigarette) is strictly prohibited. Smoking is only allowed in designated areas.

9. UPDATED TO THE HOUSE RULES

9.1. New provisions may be added to the House rules as necessary. Clients will be notified in writing of such updates.