GENERAL TERMS AND CONDITIONS

1. Scope and Applicability of these Terms and Conditions

1.1. The following General Terms and Conditions, including the schedule of fees attached as an annex, shall apply to contracts between Homaris Service GmbH or the respective company of the Homaris group acting in each case - hereinafter referred to as the Accommodation Provider - and the party with whom the accommodation contract is concluded - hereinafter referred to as the Guest or the Booker.

1.2. Any terms and conditions of the Guest that deviate from the content of these Terms and Conditions shall apply only if previously agreed and confirmed in writing.

1.3. By making a booking, the Guest agrees to the following General Terms and Conditions and undertakes to comply with them.

2. Conclusion of Contract and Booking

2.1. The contract concluded between the Accommodation Provider and the Guest is an accommodation contract.

2.2. The contractual obligations under the accommodation contract include making apartments available for accommodation on a rental basis as well as all included services and any additionally booked services.

2.3. Any deviating provisions shall apply only if individually agreed in writing between the Accommodation Provider and the Guest.

2.4. The accommodation contract is concluded when the Guest submits an offer (hereinafter also referred to as a booking) which is accepted by the Accommodation Provider. Acceptance shall be effected by written confirmation of the booking. To make a booking, the Booker must be at least 18 years old.

2.5. If the booking is made by a third party on behalf of the staying guest, such third party shall be jointly and severally liable with the staying guest vis-a-vis the Accommodation Provider pursuant to Section 421 of the German Civil Code (BGB) for all obligations arising from the accommodation contract. This shall not affect the contractual partner, who shall remain fully obliged to perform all contractual obligations.

2.6. The Accommodation Provider requires valid contact information of the booking Guest.

This includes first and last name, address, date of birth and telephone number. The number and names of all guests occupying the room must be registered, as well as the nationality and passport number of foreign travelers in accordance with Section 30 of the German Federal Registration Act (BMG) (special registration forms for accommodation establishments). The registration form must be signed by the Booker. For the purpose of verifying the identity of the Guest and accompanying travelers, the Accommodation Provider is entitled to request a valid identification document.

3. Contractual Services, Payment Terms and Security Deposit

3.1. The Accommodation Provider is obliged to keep the apartments booked by the Guest available in accordance with these General Terms and Conditions and to provide the contractually agreed services.

3.2. The Guest is obliged to pay, in due time and without delay, the agreed price for the apartment and for any additional services used by the Guest in accordance with the applicable pricing agreement. This shall also apply to services arranged by the Guest and expenses incurred by the Accommodation Provider vis-a-vis third parties.

3.3. The agreed prices include the applicable statutory value added tax.

3.4. The prices may be adjusted by the Accommodation Provider if, after the booking, the Guest requests changes to the number of guests, the services of the Accommodation Provider or the length of stay, and the Accommodation Provider has agreed to such changes in writing beforehand.

3.5. All reservations and any other services must be paid for via the booking portal used by the Guest for the reservation. Cash payment is not possible under any circumstances.

3.6. Invoices of the Accommodation Provider are payable immediately upon receipt without deduction. The Guest shall be in default if payment is not made within 3 days after the due date and receipt of an invoice; in relation to a Guest who is a consumer, this shall apply only if the invoice specifically refers to these consequences. In the event of default in payment, the Accommodation Provider shall be entitled to charge default interest to consumers at a rate of 5% above the base interest rate. In commercial transactions, the default interest rate shall be 9% above the base interest rate. The Accommodation Provider reserves the right to claim higher damages. A reminder fee of EUR 2.50 shall be charged for each reminder.

3.7. The Accommodation Provider is entitled to request an appropriate advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the deposit and its due date will be displayed before booking. The Accommodation Provider is furthermore entitled at any time during the Guest's stay to make accrued claims due by issuing an interim invoice and to demand immediate payment.

3.8. The Guest may set off or reduce a claim of the Accommodation Provider only against an undisputed or legally established claim.

4. Services Not Used & Cancellation

Guest's Right of Cancellation

4.1. The Accommodation Provider grants the Guest a right of cancellation. In individual cases, deviating cancellation conditions may be agreed which are displayed to the Guest before booking and which shall take precedence over these Terms and Conditions upon booking.

4.2. If the Guest cancels the booking, the Accommodation Provider shall be entitled to appropriate compensation in accordance with the schedule of fees attached as an annex.

4.3. The Guest shall be free to prove that no damage was incurred by the Accommodation Provider or that the damage incurred is lower than the compensation claimed.

4.4. If the Accommodation Provider calculates the compensation specifically, the amount of compensation shall be no more than the contractually agreed price for the service to be provided by the Accommodation Provider, less the value of expenses saved by the Accommodation Provider and less any income obtained by alternative use of the accommodation services.

4.5. The above provisions on compensation shall apply accordingly if the Guest does not use the booked apartment without informing the Accommodation Provider in due time (so-called no-show).

4.6. The decisive point in time for the calculation basis of damages is the receipt of the notice of cancellation by the Accommodation Provider. Cancellation must be submitted in writing.

4.7. The Accommodation Provider shall not be liable for circumstances of force majeure such as adverse weather conditions, personal emergencies or changes of schedule. Reservations must be canceled in accordance with the cancellation conditions of the booking channel used by the Guest.

Accommodation Provider's Right of Cancellation

4.8. If the identity of a Guest cannot be conclusively verified after conclusion of the contract due to missing or incorrect documents, the Accommodation Provider shall be entitled to deny access and to withdraw from the contract. The Guest shall have no claims for damages.

4.9. If an advance payment or security deposit agreed pursuant to Section 3.7 is not paid within the set period, the Accommodation Provider shall be entitled to withdraw from the contract.

4.10. In addition, there is a right of cancellation for good cause in the following cases:

a) force majeure or other circumstances for which the Accommodation Provider is not responsible that make performance of the contract impossible;

b) the apartment was demonstrably booked by providing misleading or false information on material facts;

c) the Accommodation Provider has justified reason to assume that the use of the accommodation services may endanger the smooth business operations, the safety or the public reputation of the Accommodation Provider, without this being attributable to the Accommodation Provider's sphere of control or organization;

d) the Accommodation Provider becomes aware of circumstances indicating that the Guest's financial situation has materially deteriorated after conclusion of the contract, in particular if the Guest does not settle due claims of the Accommodation Provider or does not provide sufficient security and therefore payment claims of the Accommodation Provider appear to be at risk;

e) the Guest has filed for the opening of insolvency proceedings over his or her assets, has submitted a statement of assets pursuant to Section 807 of the German Code of Civil Procedure, or has initiated an out-of-court debt settlement procedure;

f) insolvency proceedings are opened over the Guest's assets or the opening of such proceedings is refused for lack of assets or for other reasons.

4.11. The Accommodation Provider shall inform the Guest without undue delay of the exercise of its right of cancellation.

5. Termination

5.1. In the event of serious breaches of these Terms and Conditions, the Accommodation Provider shall be entitled to terminate the contractual relationship immediately and without notice for good cause. The Guest must leave the booked apartment without delay.

5.2. In the case of Section 5.1, there shall be no legal claim to a refund of the rental price or to any other compensation.

5.3. In the event of contradictions between other contractual documents and these Terms and Conditions, these Terms and Conditions shall prevail.

5.4. An extraordinary right of termination exists in particular, though not exclusively, in the following cases:

- late check-out
- unauthorized subletting
- violation of the smoking ban
- violation of the party ban intentional damage / theft
- tampering with the fire alarm systems
- unreported over-occupancy

5.5. The Accommodation Provider also reserves the right to assert claims for damages in accordance with the schedule of fees for the above-mentioned breaches. This shall not affect the specifically stated right to determine a separate claim for damages deviating therefrom.

5.6. After termination has taken place, the Guest must be informed thereof immediately in writing.

5.7. In the aforementioned cases of cancellation and termination, the Guest shall have no claim for damages.

6. Arrival and Departure

6.1. The Guest shall not acquire any right to be provided with a specific apartment if several apartments of the same category are available at the location of the booked unit. The Accommodation Provider may confirm the provision of a specific apartment in writing.

6.2. Booked apartments shall be available to the Guest between 3:00 p.m. and 4:00 p.m. on the agreed day of arrival. The exact time of availability within this time window shall be determined by the Accommodation Provider. The Guest shall have no claim to earlier availability. Unless a later arrival time has been expressly agreed, the Accommodation Provider shall have the right to allocate booked apartments elsewhere after 4:00 p.m. on the day following the agreed day of arrival, without the Guest being entitled to derive any claims for compensation from this.

6.3. It is the responsibility of the Guest to take note of the provided check-in information (check-in video, access codes, etc.) and to contact Guest Service in case of any uncertainties. The check-in information will only be made available to the Guest after completion of the online check-in. In the event of complications or questions, the Guest must contact Homaris Guest Service. This service is available 24/7. The telephone number will be communicated to the Guest as part of the booking confirmation.

6.4. On the agreed day of departure, the apartments must be vacated and made available to the Accommodation Provider no later than between 10:00 a.m. and 11:00 a.m. The exact time within this time window shall be determined by the Accommodation Provider. The parties are free to agree on a different check-out time. In the event of late check-out, the Accommodation Provider reserves the right to claim additional costs in accordance with the attached schedule of fees.

6.5. All food items must be removed by check-out.

7. Stay

7.1. The apartment may only be used by the persons listed in the booking. If the apartment is used by more persons than agreed, a separate fee shall be payable for such additional persons.

7.2. The Accommodation Provider shall have the right to enter the rented premises at any

time for the purpose of fulfilling contractual obligations, such as cleaning the room, or for other important reasons. When exercising this right of access, due consideration shall be given to the Guest's legitimate interests deserving protection.

7.3. After entering the building, the main entrance door must always be closed, but not locked. For the duration of the apartment rental, the Guest is obliged to keep windows and doors closed when leaving the apartment.

7.4. In the event of epidemics/pandemics, the Accommodation Provider shall be entitled to take precautionary measures at its own discretion or upon instruction by the local authorities.

8. Essential Contractual Rules of Conduct for the Guest

8.1. Subletting or reletting the provided apartment as well as using it for purposes other than accommodation are prohibited. An exception may be granted by the Accommodation Provider in writing upon the Guest's prior written request.

8.2. The apartment is handed over by the Accommodation Provider in a proper and clean condition with complete and defect-free inventory. If any defects exist or occur during the rental period, the Accommodation Provider must be informed thereof without delay. Moving furnishings, especially beds, is expressly prohibited.

8.3. Smoking is strictly prohibited throughout the entire building of the Accommodation Provider. In addition to cigarettes, this also applies to vapes, aroma diffusers, incense sticks and any other substances or smoke- and vapor-producing devices. Measuring devices are installed in all premises of the Accommodation Provider and are capable of detecting the above-mentioned violations.

8.4. Open fire, flames or grills, whether charcoal- or gas-fired, as well as fireworks, are not permitted on the apartment premises.

8.5. Removing detector heads or other technical measuring devices will automatically trigger the alarm.

8.6. If the behavior of the Guest or persons associated with the Guest causes a fire brigade deployment, the Guest shall bear the full costs thereof.

8.7. Noise must be avoided in the apartments. Quiet hours from 10:00 p.m. to 6:00 a.m. must be observed. Decibel meters are installed in the apartments and notify the Accommodation Provider in the event of significant noise disturbances.

8.8. A general ban on parties applies in the accommodation, regardless of whether all participants in the gathering are also accompanying travelers of the Guest or otherwise associated with the Guest.

8.9. Unregistered visitors are only permitted until 10:00 p.m. If, after 10:00 p.m., persons are present in the apartments who are not listed on the check-in form, this shall be deemed unauthorized over-occupancy and may, in addition to a ban from the premises, result in further charges. The approximate number of persons present in the apartment may be determined by the installed measuring technology.

8.10. In the event of a breach of Sections 8.5 to 8.9, the Accommodation Provider shall, upon becoming aware thereof, commission a security service to enforce the house rules. In addition to issuing a warning, the security service shall be entitled to ban from the premises any persons present who are not guests or accompanying travelers within the meaning of this contract, if this appears necessary to preserve domestic peace. If the disturbance continues despite intervention by the security service, the accommodation contract may be terminated without notice pursuant to Section 5.1.

8.11. Pets of any kind are only permitted in the apartments with the prior written consent of the Accommodation Provider.

8.12. In the event of fire or any other emergency, the Guest shall notify the Accommodation Provider's hotline, which is available without interruption. A map showing the emergency exits is located in the respective apartment and in the corridors. The emergency exits are marked with green signs. The apartment is equipped with smoke detectors, and information on fire safety as well as emergency evacuation plans are located on the door of each guest room.

8.13. It is prohibited to take photos and videos in the apartments for commercial purposes. The Accommodation Provider has the right to demand surrender of such recordings.

8.14. In the event of a breach of Sections 8.1 to 8.13, the Accommodation Provider reserves the right, in addition to the costs becoming due under the schedule of fees, to assert further claims for damages.

9. Liability

Guest's Liability

9.1. As a rule, the Guest shall be liable for all damage caused by the Guest, any accompanying traveler or any other person associated with the Guest, unless otherwise agreed in writing. The Guest shall fully compensate any damage arising during the contractual relationship. Intentional damage shall lead to extraordinary termination of the accommodation contract pursuant to Section 5.1.

9.2. If there is soiling beyond normal use, the Accommodation Provider shall have the right to charge an additional cleaning fee in accordance with the schedule of fees. If the flat-rate amount is insufficient due to circumstances for which the Guest or a person associated with the Guest is responsible, any further costs shall be claimed on a case-by-case basis. The Guest shall be free to prove that no damage or only minor damage was incurred by the Accommodation Provider.

9.3. All costs associated with repair shall be charged to the Guest. In the event of intentional damage, the Accommodation Provider expressly reserves the right to file a criminal complaint.

9.4. Defects and damage identified upon arrival must be reported by the Guest to the Accommodation Provider without delay, otherwise the Guest shall be liable within the framework of the statutory provisions. Claims by the Guest arising from complaints not reported without delay are excluded.

9.5. With regard to possible claims for damages and other costs incurred under these Terms and Conditions, reference is made to the schedule of fees attached as an annex.

Accommodation Provider's Liability

9.6. The Accommodation Provider shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. In cases of slight negligence, the Accommodation Provider shall be liable only for injury to life, body or health or for the breach of essential contractual obligations. However, claims for damages for the slightly negligent breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract. The Accommodation Provider shall be liable to the same extent for the fault of vicarious agents and representatives.

9.7. The limitations of liability set forth in the preceding paragraph shall apply to damages in addition to performance, damages in lieu of performance and claims for reimbursement of futile expenses, irrespective of the legal grounds, including liability for defects, delay or impossibility. Any further claims for damages are excluded.

9.8. Should disruptions or defects occur in the Accommodation Provider's services, the Accommodation Provider shall, upon becoming aware thereof or upon prompt notification by the Guest, endeavor to remedy the situation. The Guest is obliged to contribute what can reasonably be expected in order to remedy the disruption and minimize any possible damage. In addition, the Guest is obliged to notify the Accommodation Provider in due time of the possibility of exceptionally extensive damage arising.

9.9. The Accommodation Provider shall be liable for brought-in items only in accordance with statutory provisions. The claim shall lapse if the Guest does not inform the Accommodation Provider without delay after becoming aware of the loss, destruction or damage of the brought-in item.

9.10. The Accommodation Provider assumes no responsibility for messages, mail or goods shipments addressed to the Guest. Liability is excluded in full.

9.11. Vehicles are parked at the Guest's risk. The Accommodation Provider assumes no liability or responsibility for vehicles, occupants or contents that are operated or parked during the stay.

10. Use of Internet Access via Wi-Fi

10.1. The Accommodation Provider provides guests and accompanying travelers with Internet access via Wi-Fi throughout its premises or apartments. The Accommodation Provider permits only this group of persons to use the Wi-Fi access for the duration of the stay. The Accommodation Provider does not guarantee the actual availability, suitability or reliability of the Internet access.

10.2. The Accommodation Provider shall be entitled at any time, for purposes of operating the Wi-Fi, to allow additional users in whole, in part or temporarily and to restrict or exclude the Guest's access in whole, in part or temporarily if the connection is or has been used unlawfully, insofar as the Accommodation Provider must fear being held liable as a result and cannot prevent this with usual and reasonable effort within a

reasonable period of time. In particular, the Accommodation Provider reserves the right, at its equitable discretion and at any time, to block access via the Wi-Fi to certain websites or services (e.g. websites glorifying violence, pornographic websites or paid websites).

10.3. Use is subject to access protection. The access data (login and password) must not be passed on to third parties under any circumstances. The Guest undertakes to keep the access data confidential.

10.4. The Guest is advised that the Wi-Fi only provides access to the Internet; virus protection and firewall are not available. Data traffic generated using the Wi-Fi is unencrypted. The data may therefore possibly be viewed by third parties. The Accommodation Provider shall assume no liability for damage arising from use of the Internet access.

10.5. The Guest is responsible for the data transmitted via the Wi-Fi, for fee-based services used via the Wi-Fi and for legal transactions concluded via the Wi-Fi. If the Guest visits fee-based websites or incurs liabilities, the resulting costs shall be borne by the Guest. The Guest is obliged to comply with applicable law when using the Wi-Fi. In particular, the Guest shall:

- not use the Wi-Fi either to retrieve or to disseminate immoral or unlawful content;
- not unlawfully reproduce, distribute or make accessible any copyrighted goods;
- this applies in particular in connection with the use of file-sharing programs;
- observe the applicable youth protection regulations;
- not send or disseminate any harassing, defamatory or threatening content;
- not use the Wi-Fi to send mass messages (spam) and/or other forms of impermissible advertising.

10.6. The Guest shall indemnify the Accommodation Provider of the apartment against all damage and third-party claims resulting from unlawful use of the Wi-Fi by the Guest and/or from a breach of this agreement; this also extends to the costs and expenses associated with such claims or their defense. If the Guest becomes aware or must become aware that such an infringement and/or such a breach exists or is imminent, the Guest shall inform the Accommodation Provider of the apartment accordingly.

10.7. If separate terms and conditions of the respective Accommodation Provider must be accepted before using the Internet, these shall take precedence.

11. Lost Property

11.1. The Accommodation Provider shall be liable for lost, misplaced, stolen or damaged valuables or items in accordance with statutory provisions. If the Guest has forgotten any items, the Guest should contact support.

11.2. If items, other than perishable items, are left behind by our guests and found by housekeeping after departure, they will be collected, recorded and stored in a secure location for collection by the owner for up to fourteen (14) days. Records of lost and found items are kept for five years.

11.3. The Accommodation Provider is entitled to charge an appropriate handling fee for processing and returning lost property. The amount of the handling fee depends on the actual administrative effort and will be communicated to the Guest upon request.

11.4. If the Guest does not make contact within the retention period, unclaimed items will be handed over to local organizations or disposed of accordingly.

12. Protection

The current data protection provisions can be found at https://www.homaris.com/privacy/

13. Final Provisions

13.1. The law of the Federal Republic of Germany shall apply.

13.2. If different versions of these Terms and Conditions and any house rules exist in different languages, the German-language version shall prevail in case of doubt.

13.3. If one or more provisions of these Terms and Conditions become invalid, the validity of the remaining provisions shall remain unaffected.

13.4. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The foregoing provisions shall apply accordingly in the event that the contract proves to be incomplete.

13.5. The English version of this document is provided for translation purposes only. In the event of contradictions, inconsistencies or doubts regarding interpretation, only the German version of this document shall be authoritative.

Annex - Schedule of Fees

Additional Fees

The Accommodation Provider has the right to charge the Guest the following special costs / additional fees. The amounts stated are indicative framework amounts. The specific amount of the additional fees payable results from the invoice issued by the Accommodation Provider. These depend on the actual damage incurred and the actual effort involved.

a. Apartment excessively dirty after departure: Cleaning fee in the amount of 100% of the regular cleaning costs.

b. Damage to / theft of inventory: Caretaker deployment: EUR 35 / h Cost of replacement / repair

c. Violation of quiet hours: Security service costs in the amount of EUR 350.00

d. Triggering the fire alarm: Costs of the fire brigade deployment. EUR 100 in the event of a demonstrable disturbance of other guests.

e. Loss of key: Flat rate of EUR 30 per lost key. Reimbursement of locksmith costs and, if necessary, replacement of the locking system.

f. Smoking in the apartment: Violation: EUR 250.00. Special cleaning depending on effort.

g. Unauthorized animals in the apartment: Depending on the effort required for the complete removal of animal hair, but at least 100% of the regular cleaning costs.

h. Unauthorized over-occupancy of the apartment: Costs per person as stated in the listing.

i. Unauthorized late check-out after 11:00 a.m.: Costs for the entire day in the amount of 100%.

j. Unauthorized parties: In the event of a demonstrable disturbance of other guests: EUR 150. If deployment of a security service is necessary, an additional EUR 350.00. Special cleaning and repair costs may also apply according to actual effort.