General Terms and Conditions

of short-term rental services by ShortStayPoland

§ 1 General Provisions

1. The General Terms and Conditions (GTC, Regulations) define the rules of booking and staying in the apartments managed by Hosthelper Sp. z o.o. with headquarters in Warsaw (address: ul. Warecka 11, 00-034 Warsaw), registered in the Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Department of the National Court Register, under KRS number 0000601230, NIP: 5223053846, REGON: 363714043, hereinafter referred to as: „ShortStayPoland" or „Hosthelper", as well as the rights and obligations of the parties, i.e. the Customer and ShortStayPoland, including the rules of payment, complaints and liability.
2. The GTC constitutes an integral part of a short-term lease agreement for a flat concluded with the client via the ShortStayPoland portal, another intermediary portal on which the offers are placed, by phone or e-mail. Making a reservation is synonymous with accepting the provisions of the Regulations, which are available for the client on the website www.shortstaypoland.com/regulamin.
3. The owner of ShortStayPoland.com is Hosthelper sp. z o.o. with headquarters in Warsaw.

§ 2 Subject of the Agreement

1. The subject of the Agreement is a short-term lease of the premises (apartments) offered by ShortStayPoland via www.shortstaypoland.com, other websites on which ShortStayPoland offers are listed, by phone, by e-mail or personally in the office.

2. After the Costumer has made a reservation and has completed the electronic registration card, as well as after the payment due to ShortStayPoland has been credited by the Costumer, ShortStayPoland is obliged to make the premises available to the Customer in accordance with the description contained in the offer, on the dates specified in the reservation.

3. Making a reservation by the Client, whether through the website, by e-mail or by phone, as well as filling out by the Client the electronic registration card provided to him/her, is tantamount to accepting these Regulations and the regulations of the Internet portals on which the offer is available, as well as

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to concluding the Agreement for short-term rental of premises between the Client and ShortStayPoland, which is confirmed in the electronic registration card filled out by the Client.

§ 3 Booking and Payment Rules

1. A reservation is considered made after receiving from the ShortStayPoland or the portal used during the booking process, confirmation of reservation (email, application).
2. The customer is obliged to pay immediately, however not later than within 24 hours from receiving confirmation (in the case of reservations made by phone or via electronic mail), payment for the booking reservation and cleaning fee (if applicable). The Customer is also obliged to fill out the electronic registration card provided to him/her. The method of payment is always indicated by ShortStayPoland and may vary depending on the booking and the channel through which it was made.
3. The lack of payment or filling out the electronic registration card referred to in § 3 para. 2 above, creates the right to withdraw from the contract on the side of ShortStayPoland. The ShortStayPoland immediately informs the Client about the cancellation.
4. In a situation where the Client has made a reservation for a stay starting on the same day, the Client is obliged to pay for the reservation in cash or in a manner that allows the funds to be immediately credited to ShortStayPolnad's bank account and to promptly fill out the electronic check-in sheet provided to the Client. In addition, at the request of ShortStayPoland, the Customer shall be obliged to present in any form (printout, pdf) and any medium (paper, smartphone, laptop) confirmation of the transfer to ShortStayPoland of the remuneration due to it.
5. If the payment is not credited to ShortStayPoland's bank account or if the Client fails to promptly complete the electronic registration card, ShortStayPoland is entitled to refuse to issue the Client with the keys to the property covered by the reservation.
6. In the case of a bank transfer payment, the payment shall be considered made on the day the ShortStayPoland bank account is credited.
7. The customer is obliged to provide the information necessary for the reservation process (in particular, name and surname, contact telephone number, e-mail address), while declaring their truthfulness, under condition of assuming that the reservation has not been made.
8. The transfer should be made to the account 06 1950 0001 2006 3123 9027 0002 referencing the name, surname and apartment name in the title.

§ 4 Cancelling the reservation

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1. The customer may cancel the reservation free of charge up to 3 days before its commencement (counted from the standard check-in time).

2. If the Customer cancels the booking less than 3 days prior to its beginning or during its duration, the Customer is not entitled to a refund of the reservation amount.

3. In the event of a force majeure, which prevents the Client from staying in the apartment, and on which ShortStayPoland has no influence, ShortStayPoland has the right to transfer the Client to another premises of the same or higher standard or cancel the reservation if it is not possible to provide an alternative apartment.

4. In the event of cancellation of the booking referred to in § 4 section 3, ShortStayPoland shall pay the Customer the booking amount corresponding to the remaining days of the reservation and the Customer shall not be entitled to claim compensation or damages in any amount.

5. Change of the booking date or change of the selected premises is possible only upon agreement of the parties. In the event of disagreement between the parties, §4 par. 1 applies.

6. In case of a situation in which ShortStayPoland, for reasons beyond its control, is forced to change the essential terms of the contract prior to the commencement of the stay, in particular to change the reserved accommodation or booking date, immediately notifies the Client, who should immediately inform ShortStayPoland whether:

a. accept the proposed amendment to the Agreement, or

b. withdraws from the Agreement, which entails immediate return of all benefits provided to the Customer.

7. ShortStayPoland collects a refundable deposit from the Client to secure the costs of removing any damage to the premises or the unpaid remuneration due to ShortStayPoland under the contract between the parties in the amount of PLN 500 per stay. In the case of bookings whose period includes New Year's Eve, the amount of the refundable deposit is PLN 1000. The refundable deposit is collected by transfer to a bank account or in the form of a block charge to the customer's credit card. If the credit card is charged, ShortStayPoland will issue an authorization confirmation. The amount of the

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refundable deposit each time may also be subject to individual arrangements made by ShortStayPoland with the Client.

8. If the circumstances entitling ShortStayPoland to keep the deposit in its entirety or in part are not confirmed, it is returned to the Client within 24 hours from the check-out by unblocking the credit card's charge or by transfer to a Client's bank account.

9. In the event that ShortStayPoland finds damage to the premises that was not noted at check-in, or the Customer fails to cover the consideration due to ShortStayPoland in any part, the Customer will be deducted from the Refundable Deposit an amount equal to the cost of repairing the damage caused or the unpaid portion of the consideration due to ShortStayPoland. In the event that the amount of the Refundable Deposit is not sufficient to cover the damages or the unpaid portion of the remuneration referred to in the preceding sentence, the Customer shall be obliged to pay the difference. The foregoing shall not exclude ShortStayPoland's right to claim damages on general terms.

§ 5 Conditions of the Stay

1. A hotel day starts no earlier than at 3:00 p.m. on the first day specified in the Agreement and ends on the last day at 10:00 a.m. In the case of the apartments located at 16 Kazimierza Wielkiego Street in Warsaw, Apartamenty Lalka at 6 Krakowskie Przedmieście in Lublin, Apartamenty Rynek 10 at Rynek 10 in Lublin as well as the Premium line apartments offered by ShortStayPoland, the hotel day ends on the last day specified in the Agreement at 12:00.

2. Leaving the premises after 10:00 a.m. or 12:00 p.m. for the apartments indicated in Section 1. on the last day of the stay is possible only after prior telephone or e-mail arrangement with ShortStayPoland and receipt of ShortStayPoland's approval. In case of leaving the premises after 10:00 a.m. and or 12:00 p.m. for the apartments indicated in Section 1 on the last day of the stay without the agreement with ShortStayPoland, an additional fee of 500 PLN will be charged to the Client, which the Client agrees to pay within 2 days from the last day of the stay specified in the Agreement between the parties. This amount may also be taken from the amount of the refundable deposit, which the Client acknowledges and agrees to. If the luggage is left in the apartment after 10.00 a.m. or 12:00 p.m. for the apartments indicated in Section 1. on the last day of the stay, it will be removed from the

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apartment and the Client will be charged an additional fee of 500 PLN which may also be taken from the amount of the refundable deposit, which the Client acknowledges and agrees to.

3. Client agrees to respect quiet hours in the premises from 10:00 p.m. to 6:00 a.m.. Failure to do so may also result in additional fees and the intervention of emergency services (Police, City Guard).

4. The keys to the apartment are provided to the client on the day of the commencement of the stay in ShortStayPoland office (except for the situation in which the place and manner of delivering the keys were agreed individually, in particular at premises with remote check-in) between 03:00 p.m. and 08:00 p.m.. Early check-in is only possible after consultation and consent of ShortStayPoland. ShortStayPoland is not liable to the Customer for any delays in the delivery of keys due to the lack of notification of the time of arrival by the Customer or lack of possibility to contact the client prior to the arrival.

5. A check in between 08:00 p.m. and 12:00 a.m. is possible after prior notification and consent by ShortStayPoland. Check-in during these hours is subject to an additional fee of PLN 100, which the Customer acknowledges and agrees to.

6. Check-in after 24:00 is individually agreed and may be subject to additional charges set individually. In exceptional cases, ShortStayPoland may refuse to issue keys after 12:00 a.m..

7. If the keys are not collected until 12:00 a.m. on the day of the stay, the reservation will be cancelled and the reservation amount will not be refunded. The exception is the situation in which the method and time of check-in is agreed individually and confirmed by both ShortStayPoland and the Customer.

8. On the day of the check-in and handing over the keys to the premises, ShortStayPoland is entitled to request the Client to present his ID card, passport or other identity document in order to verify the Customer's personal data. The Client is responsible for the keys to the premises handed over to him from the moment of their collection until their return by the Client. At the same time, ShortStayPoland specifies that, with reference to premises with a remote check-in system (a key box installed in the stairwell near the entrance door to the premises), this system is used only for the collection and return of keys by the Client and may not be used by the Client during the reservation period, including, in particular, as a place to store keys during the Client's absence from the premises. Also, post office boxes locked with a code may not be used as a place to store keys.

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9. If the Customer is unable to access the premises, the Customer shall immediately notify ShortStayPoland of the problem. In such a situation, ShortStayPoland will provide the Customer with substitute premises until such time as access to the premises covered by the Customer's reservation is possible. If it is not possible for ShortStayPoland to provide the Customer with a substitute premises, ShortStayPoland will either refund to the Customer the remuneration due to ShortStayPoland for the period during which access to the premises covered by the Customer's reservation was not possible, or, upon individual agreement with the Customer, pay the Customer the cost of booking another premises during the period in question up to an amount equivalent to the remuneration due to ShortStayPoland under the contract between the parties for the period during which access to the premises originally selected by the Customer was not possible.

10. The customer is obliged to use the premises in a manner consistent with its intended use, provisions of the Regulations and rules of social coexistence, in particular in a manner not disturbing the peace of third parties, including people living in neighbouring premises.

11. Each of the premises offered by ShortStayPoland is intended for residence by the maximum number of people indicated during the booking. Staying in the premises of a larger number of people than those indicated in the reservation must be agreed directly with ShortStayPoland before the start of the stay and may result in an increase in the price of the premises or refusal of its reservation. If, despite the lack of permission from ShortStayPoland, there are more people in the place than agreed, ShortStayPoland has the right to terminate the contract with immediate effect or charge additional fees, which will be taken from the deposit amount, which the Customer acknowledges and agrees. In such a situation, ShortStayPoland is also entitled to order immediate vacating of the premises by persons not indicated during booking by the Client under pain of termination of the Agreement with immediate effect or charging the Client an additional fee of PLN 500.00, which fee should be paid by the Client within 2 days from the date of termination of the Agreement connecting the parties.

12. ShortStayPoland has the right to terminate the Agreement with immediate effect if the Client or persons staying in the premises behave in an aggressive way or in a way that disturbs the peace of third parties, including people living in neighbouring premises.

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13. All premises of the ShortStayPoland are non-smoking. In the event of breaking the smoking ban, ShortStayPoland imposes an additional fee of 500 PLN on the Customer, payable within 2 days from the date of termination of the Agreement between the parties.

14. Animals are strictly forbidden in all ShortStayPoland premises. In the event of breaking the ban, ShortStayPoland imposes an additional fee of 500 PLN on the Customer, payable within 2 days from the date of termination of the Agreement between the parties.

15. The customer is obliged to take care of the premises with due diligence. If ShortStayPoland finds shortage in the equipment of the premises (including decorative elements, e.g. the edition of the book Lalka from the 1960s in the Apartamenty Lalka at ul. Krakowskie Przedmieście 6 in Lublin), ShortStayPoland reserves the right to withhold the amount of the Refundable Deposit, which the Customer acknowledges and agrees to. The retention of the returnable deposit does not limit ShortStayPoland's ability to report the fact to the relevant services and to claim damages on general terms.

16.The Customer is obliged to report any defects or damages found in the premises to ShortStayPoland immediately. In the event ShortStayPoland finds faults or damage resulting from deliberate actions of the Customer, ShortStayPoland reserves the right to withhold the amount of the Refundable Deposit, which the Customer acknowledges and agrees to. The retention of the refundable deposit does not limit ShortStayPoland's ability to report the fact to the relevant services and to claim damages on general terms.

17. In specific and justified cases ShortStayPoland reserves the right to enter the apartment without prior contact with the guest.

18. Any additional fees regulated in § 5 above may be charged by ShortStayPoland from the amount of the Refundable Deposit, which the Customer acknowledges and agrees to.

§ 6 Leaving the premises by the customer

1. In case of occupation of the premises by the Customer without concluding an agreement with ShortStayPoland, as well as in the situation of failure to vacate the premises by the Customer despite the termination of the agreement concluded between the parties or despite the termination or

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withdrawal from the agreement by either party, ShortStayPoland is entitled to charge the Customer for non-contractual use of the premises in the amount of PLN 3,000.00 for each day of non-contractual use of the premises by the Customer.

2. Notwithstanding ShortStayPoland's entitlement under paragraph 1 above, ShortStayPoland shall also be entitled to notify the relevant authorities of the fact of non-contractual occupation of the premises by the Customer, as well as to refer the case to court proceedings.

3. Non-contractual occupation of the premises by the Customer shall not exclude ShortStayPoland's right to further dispose of the premises in accordance with ShortStayPoland's will, including in particular ShortStayPoland's right to make the premises available for use by third parties, which the Customer acknowledges and agrees to.

§ 7 Liability

1. ShortStayPoland is responsible for non-performance or improper performance of the Contract, unless this is solely due to Customer's act or omission or force majeure.

2. The customer is responsible for all kinds of damage to the premises caused by intentional and deliberate act or omission. The customer is also liable for losses caused by persons staying with him.

3. ShortStayPoland is not responsible for items left on the premises by the Client.

4. The customer is not liable for damage caused as a result of force majeure.

§ 8 Under-aged persons

1. Booking and staying by Minors who are between 13 years and 18 years of age is possible only if there is at least one adult person in the premises who is required to present an identity document confirming the child's age.

2. In case of violation of § 8 section 1, ShortStayPoland may cancel the reservation immediately. In this situation, the customer is not entitled to a refund of the amount paid and the customer is obliged to leave the premises immediately.

§ 9 Complaints

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1. All complaints should be reported by the Customer to ShortStayPoland in writing or in electronic form within a period not exceeding 5 days from the day of check-out.

2. ShortStayPoland replies to the complaint within 7 days of its receipt and informs the client in the same form: in writing or electronically.

3. In the event of refusal to consider the complaint, ShortStayPoland will provide the explanation in writing or in electronic form.

§ 10 Final Provisions

1. In matters not covered by the provisions of this document, the Civil Code applies.
2. The client declares that he has been informed about the content of art. 38 points 12 of the Act of 30 May 2014 on consumer rights, according to which in the case of contracts for the provision of accommodation services, other than for residential purposes, the consumer is not entitled to withdraw from the contract entered into remotely (Article. 27 of this Act).
3. The Customer agrees to process, update, share and store its personal data for the purpose of executing the Agreement, within the meaning of the Personal Data Protection Act of May 10, 2018 (Journal of Laws of 2018, item 1000).
4. The customer confirms that he has been informed about issues related to his personal data in accordance with the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (general data protection regulation, GDPR):
a) Personal data will be processed in order to conclude a rental agreement for a property managed by ShortStayPoland. Providing personal data is necessary to conclude a contract
b) The data administrator used by ShortStayPoland for the purpose of concluding a short-term rental contract is Hosthelper sp. z o.o. with headquarters in Warsaw, ul. Śliska 3/170 (00-127 Warsaw)
c) Personal data will be kept for the duration of the contract and for the period necessary to investigate or protect claims
d) The customer has the possibility to view, modify, delete or transfer his personal data at his own request
e) During processing, data may be disclosed to persons and authorized entities that demonstrate legitimate interests

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5. Any disputes between ShortStayPoland and the Customer shall be considered in accordance with the provisions of Polish law by the court competent for the seat of ShortStayPoland. This provision - in terms of the Court's jurisdiction - does not apply if the Customer is a consumer within the meaning of the Civil Code or an individual who enters into this agreement as directly related to his/her business activity, when it follows from the content of this agreement that it is not of a professional nature for this person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

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