General Terms and Conditions
of ZA-HA 10 Immobilien GmbH
(As of 01/2024)

1. Scope of Application

1.1. These General Terms and Conditions ("**GTC**") apply to all contracts concluded between ZA-HA 10 Immobilien GmbH, Josef Strebl-Gasse 3, 2345 Brunn am Gebirge ("**accommodation establishment**") and third parties ("**guest**") for the temporary provision of serviced apartments ("**apartment**") for accommodation purposes, as well as for all other services and deliveries provided by the accommodation establishment in this context ("**accommodation contract**").

1.2. By transmitting a reservation request for an apartment through the website (https://www.urban-island.at/) or other mobile applications of the accommodation establishment, and during the electronic check-in, the guest confirms to have received, read, and unconditionally accepted these GTC.

1.3. In case of contradictions between the provisions foreseen within a specific reservation and these GTC, the provisions of the reservation take precedence.

1.4. The contracting parties of the accommodation contract are the accommodation establishment and the guest who actually utilizes the services. If a third party has made a reservation for the guest, they are liable together with the guest as joint debtors for all obligations arising from the accommodation contract.

2. Reservation / Conclusion of Contract

2.1. Reservation requests for apartments are exclusively possible electronically via the website, the mobile applications of the accommodation establishment, or via third-party portals offering reservation options. A reservation by phone, email, or other non-automated means is possible only in individual cases with explicit consent from the accommodation establishment.

2.2. By sending a binding reservation request on the website or the mobile application, the guest makes a legally binding offer to conclude an accommodation contract under the conditions stated in the reservation request. An accommodation contract, incorporating these GTC, is concluded between the accommodation establishment and the guest upon the binding confirmation of a reservation request, which can also be automated or via electronic communication (email) ("**reservation confirmation**").

2.3. Offers from the accommodation establishment concerning available apartments and other services on the website or other media are subject to availability and are non-binding and without obligation. The accommodation establishment reserves the right to reject a

reservation request or the conclusion of an accommodation contract with a guest at its discretion and without providing reasons, until the reservation confirmation is issued.

2.4. Together with the reservation confirmation, the guest receives a reservation number or a booking number from the accommodation establishment. Reservation numbers received by the guest from third parties (e.g., internet portals) are not identical to the reservation or booking number of the accommodation establishment.

2.5. There is no entitlement for the guest to be provided a specific apartment within the booked category. The guest acknowledges that images shown on the websites of the accommodation establishment or by third parties are only exemplary for an apartment of the respective category and that the location, appearance, layout, and furnishing of the apartment may differ from these symbolic photos. No claims arise from such deviations for the guest.

2.6. In case of contradictions or incompatibilities between the contract conditions of a third party through whom the accommodation establishment offers an apartment for booking, and these General Terms and Conditions concerning the reservation request (cancellation conditions, payment conditions, etc.), the conditions agreed with the third party apply.

3. Use / Transfer

3.1. The use of the apartment is exclusively permitted during the bindingly reserved period as indicated in the reservation confirmation. Unless a different agreement is made in writing in individual cases, the apartment is available to the guest from 3:00 PM (CET) on the day of arrival. The guest must vacate the apartment by 10:00 AM (CET) on the day of departure and return all closing media (keys, chip card, etc.) to the accommodation establishment.

3.2. In the event of late or non-vacating by the guest, the accommodation establishment is entitled to clear the apartment and store all items brought in by the guest or have them stored at the guest's expense by a third party. The accommodation establishment assumes no liability beyond point 7 for the stored items.

3.3. In the case of delayed vacating or return of the apartment, the guest will be charged the agreed nightly rate for the apartment for each started day of delay. Any discounts or special conditions agreed upon at the time of booking are disregarded. The accommodation establishment's right to claim further damages remains unaffected.

3.4. The apartment is provided to the guest exclusively for the purpose of temporary accommodation. The guest is prohibited from using the apartment for other purposes. It is not permitted for the guest to sublet the apartment to third parties, whether for a fee or free of charge. Similarly, the guest is prohibited from temporarily or permanently allowing third parties to use the apartment or accommodating third parties in the apartment unless they are co-travelers included in the booking.

3.5. Bringing ordinary pets (dogs, cats, small animals, etc.) is allowed subject to prior approval by the accommodation establishment upon the guest's individual request. For the

pet, an additional fee of EUR 10.00 (incl. VAT) per day of stay will be charged. Excluded from this fee are service animals such as guide dogs, hearing dogs, or similar, required for the guest's actual health or physical needs, which can be brought free of charge. The guest is responsible for the proper and safe custody of the pets brought and is liable for any damages or contaminations caused by them. The guest must have pet liability insurance or private liability insurance covering possible damages caused by pets and is required to provide proof of such insurance to the accommodation establishment upon request.

4. Prices / Payment Conditions

4.1. The prices applicable at the time of contract conclusion for the services are valid. Overnight prices are generally indicated per apartment and per night unless otherwise stated. Additional charges for occupancy of an apartment by more than one person are listed separately.

4.2. The applicable prices include all legal taxes and other charges unless otherwise indicated in individual cases. In the event of changes in tax rates or the imposition of new taxes, fees, or charges, the accommodation establishment reserves the right to adjust prices accordingly. For contracts with consumers, this applies only if the period between contract conclusion and fulfillment exceeds four months.

4.3. For reservation, a valid credit card or an alternative payment method offered by the accommodation establishment's electronic sales channels must be provided at the time of the reservation request. The expiration date of the provided payment method must be at least two (2) months after the departure date.

4.4. The accommodation establishment has the right to immediately verify the validity of the guest's payment method and to perform a pre-authorization on the specified credit card or alternative payment method for the total agreed price for the stay.

4.5. Valid payment methods for overnight stays are the credit cards indicated on the website or other electronic channels of the accommodation establishment at the time of reservation. However, the accommodation establishment reserves the right to reject credit cards or alternative payment methods.

4.6. All payments must be made in Euros (EUR). The guest acknowledges that cash payment is only possible after prior agreement with the operator. The accommodation establishment is entitled to charge the credit card or alternative payment method provided at the reservation with all payments owed by the guest for the agreed services (including booked additional services or deliveries).

4.7. Depending on the conditions agreed at the time of reservation, the credit card specified during reservation will be charged immediately after the conclusion of the accommodation contract or at a later date, but no later than the day of arrival, with the total price plus the cost of any additional booked services or deliveries. In case of a non-cancellable booking, the entire agreed price will be charged at the time of the binding reservation (upon transmission

of the reservation confirmation) from the specified credit card or chosen alternative payment method.

4.8. If charging the specified credit card is not possible or if a payment is reversed, the accommodation establishment reserves the right to withdraw from the accommodation contract without setting a grace period. In case of a late payment by the guest, the accommodation establishment is also entitled to charge statutory default interest at the current rate of 9.2%, or in transactions involving a consumer, at 5% above the base interest rate. If the guest fails to make a payment when due or not in a timely manner, the accommodation establishment also has the statutory right of retention according to § 970c ABGB and the statutory lien according to § 1101 ABGB on the items brought in by the guest until full payment is made.

5. Cancellation / Withdrawal from the Accommodation Contract

5.1. If a deadline has been agreed between the accommodation establishment and the guest by which a free withdrawal from the accommodation contract is possible, the guest can cancel the booking until the agreed day via the electronic channels provided by the accommodation establishment for this purpose or otherwise by written declaration (timely deposit with the accommodation establishment is decisive) and withdraw from the accommodation contract. The right of withdrawal expires if it is not exercised in due time or if the guest has already received his access code for the apartment.

5.2. If a free cancellation of the reservation is not possible due to an agreement, and the accommodation establishment does not consent to the free withdrawal of the guest from the accommodation contract in individual cases, the guest must pay the entire agreed price even if they do not use the services from the accommodation contract (No Show).

5.3. If a free right of withdrawal for the guest within a certain period has been agreed in writing, the accommodation establishment is entitled to withdraw from the contract during this period. The accommodation establishment may withdraw from the accommodation contract if there are reservation requests from other interested parties for the booked apartments and the guest, upon inquiry by the establishment, does not waive their right to withdraw. Furthermore, the establishment may withdraw from the contract for materially justified reasons, such as:

- Higher forces or other circumstances beyond the establishment's control making the fulfillment of the contract impossible;
- Misleading or false statements regarding significant facts, e.g., about the guest or the purpose of the stay, during the booking of apartments;
- Reasonable grounds to believe that the use of the services might endanger smooth business operations, not attributable to the establishment's authority or organizational area;
- Violation of the prohibition against subletting or transferring the apartment as per these General Terms and Conditions.

In case of a justified withdrawal by the establishment, the guest has no right to compensation for any costs or damages.

6. Other Duties and Liability of the Guest

6.1. The guest must provide all necessary information as per the current registration laws, concerning himself and any other legally accommodated travelers in the apartment, fully and truthfully, and complete forms provided physically or electronically by the establishment. The guest must also enable the establishment to make copies of official identity documents (passport, ID card, etc.) as required for fulfilling registration obligations.

6.2. The guest is expected to treat the apartment, including its furniture and inventory, and other parts of the property, with care and consideration.

6.3. The guest is liable for all damages caused culpably by himself or persons who are in the apartment or building with the guest's consent, including damages caused by slight negligence, beyond the ordinary level of dirt or damage.

6.4. Minors under the age of 14 must be supervised by a guardian at all times during their stay in the building.

6.5. In case of disruptions or defects in the services of the establishment, the guest is obliged to contribute what is reasonable to remedy the disruption and minimize any potential damage.

7. Liability of the Accommodation Establishment

7.1. The accommodation establishment is liable to the guest, according to legal provisions, for damages caused culpably and unlawfully by the establishment or its agents, affecting life, body, or health.

7.2. In addition, the accommodation establishment is liable to the guest for other damages resulting from a culpable and unlawful breach of duty by the establishment or its agents. If the guest is a consumer, the establishment's liability for minor negligence, except for personal injury, is excluded. If the guest is not a consumer (as defined by the Consumer Protection Act), the establishment's liability is also excluded for gross negligence. Compensation for consequential, non-material, indirect damages, or lost profits is excluded.

7.3. Except in cases of gross negligence or intent, the accommodation establishment is not liable for the loss, destruction, or damage of personal items brought by the guest, nor for financial losses. According to §§ 970 et seq. of the Austrian General Civil Code (ABGB), the establishment is liable for items brought in by the guest, provided they have been handed over to the establishment or its authorized personnel, or brought to a designated location (e.g., luggage safes, if available), but only up to the amount stipulated in the Federal Law of 16 November 1921 on the liability of innkeepers and other entrepreneurs in its current version, currently EUR 1.100,00. For valuables, money, and securities, the accommodation establishment is liable according to § 970a ABGB only up to the amount of EUR 550,00. The

establishment is liable for any further damage only if the damage was caused by the establishment itself or its people. The accommodation establishment is released from liability under this point 7.3 if the guest does not immediately comply with the request to deposit their items in a specified storage location (e.g., luggage safes) or does not immediately report to the establishment upon becoming aware of the loss, destruction, or damage of the items. The extent of any potential liability of the accommodation establishment is limited to the maximum amount of the establishment's liability insurance coverage.

7.4. Beyond the claims regulated in this point 7 or otherwise in these GTC, the guest has no claims for damages against the accommodation establishment. All claims of the guest against the establishment generally expire within one year from the statutory commencement of the limitation period. This does not apply to claims for damages or other claims resulting from injury to life, body, or health and/or due to gross negligence or intentional breach of duty by the establishment.

8. Other Agreements

8.1. The accommodation establishment has the right to allow authorized persons to enter the apartment with the guest's prior consent, or without consent in case of imminent danger.

8.2. The establishment reserves the right to expel guests from the premises and refuse accommodation if they fail to follow reasonable instructions from the staff, express discriminatory remarks, harass or endanger other guests and visitors, intentionally damage or destroy the establishment's inventory, are suspected of being under the influence of drugs or other illegal substances, or if accommodating the guest poses other risks.

- The accommodation establishment may deny service if the guest's behavior is deemed unacceptable, considering the interests of other guests.

9. Final Provisions

9.1. Changes to the accommodation contract or these General Terms and Conditions must be made in writing. This also applies to waiving this written form requirement.

9.2. The place of fulfillment and payment is the location of the accommodation establishment.

9.3. The guest can only offset an undisputed or legally binding claim against a claim of the accommodation establishment.

9.4. All declarations and notifications related to the accommodation contract and these General Terms and Conditions require written form unless explicitly stated otherwise. The accommodation establishment may transfer all rights or claims from the accommodation contract to third parties and may have duties related to the accommodation contract fulfilled by third parties.

9.5. The accommodation contract is exclusively governed by the law of the Republic of Austria, excluding Austrian conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

9.6. For all disputes arising from or in connection with the accommodation contract, the exclusive jurisdiction of the competent court in Vienna Innere Stadt is agreed upon. However, if the contractual partner is a consumer as defined by § 1 Abs 1 Z 2 KSchG and has a residence or habitual abode in Austria, legal actions against them can only be brought at their place of residence, habitual abode, or place of employment.

9.7. Should individual provisions of these General Terms and Conditions be or become invalid or void, this does not affect the validity of the remaining provisions. The ineffective provision must be replaced by an effective provision that most closely matches the economic and legal intentions of the parties. Otherwise, statutory provisions apply.

9.8. The European Commission provides a platform for out-of-court online dispute resolution (OS platform), available at https://www.ec.europa.eu/consumers/odr. The accommodation establishment currently does not participate in the alternative dispute resolution procedures offered there and is not obligated to participate in dispute resolution procedures before a consumer arbitration board.