

ULTRAIMPRESSIO APARTMENT RULES & REGULATIONS (No A0001/02/2016)

Ultraimpression Apartment Rules & Regulations (the “**Rules & Regulations**”) at Mostowa Street in Warsaw (the “**Apartment**”) define and lay down terms and conditions for the provision of short-term Apartment lease services as well as the rules of using the Apartment, performing services in the Apartment and in connection with the stay therein, and also other provisions governing relations between parties to the Apartment lease agreement.

§ 1 [definitions] Terms used in the Rules & Regulations shall have the following meaning:

- a) **Lease Agreement** – a short-term lease agreement (including amendment or addendum thereto) whereby the Landlord agrees to let the Apartment for use to the Tenant for a fixed period of days or weeks, and also render other performances, as referred to hereunder, within the Apartment and in connection with stay therein, however, exclusive of the storage of things, among others, things carried in (Pol. rzeczy wniesione) within the meaning of the Polish Civil Code and motor vehicles, and exclusive of entrusting things to the Landlord, a deposit, including the irregular deposit, as well as exclusive of other similar agreements and activities, and the Tenant agrees to pay the Landlord the agreed fees, including the rent for lease of the Apartment;
- b) **Landlord** – the owner of the Apartment who enters into the Lease Agreement and is referred to therein as the landlord, carrying out business activities under his own name and using the name *Ultraimpression* in the activities to which the Rules & Regulations refer;
- c) **Tenant** – the person who enters into the Apartment Lease Agreement in his or her own name as the tenant;
- d) **Party or Parties** – respectively, the Tenant or the Landlord, or collectively the Landlord and the Tenant;
- e) **Guest** – the Tenant and any other person to the benefit of whom the Apartment Lease Agreement is entered into, specified in this Lease Agreement, entitled to stay in the Apartment and use it within the term of lease;
- f) **Price List** - a list of fee (rent) rates binding on the Parties payable to the Landlord for the services rendered under the Lease Agreement as well as other terms and conditions of the Lease Agreement regarding in particular payment of fees, refund of costs and settlement of goods and services tax (VAT) connected with the Lease Agreement;
- g) **PP Rate** – a special rate of the full prepayment of a fee under the Lease Agreement given in the Price List, non-refundable in case of booking cancellation;
- h) **Website** – web pages www.ultraimpression.pl giving information on, including but not limited to, the Apartment to be made available under the Lease Agreement, its features, amenities and location, Rules & Regulations, Price List of services concerning the use of the Apartment, and the Apartment booking system.

§ 2 [Apartment booking and execution of Lease Agreement]

1. Execution of the Lease Agreement shall require the Parties to agree on booking the Apartment for a fixed period of nights (days) or weeks and on the amount of fees payable under the Lease Agreement.
2. The Apartment shall be booked by the Tenant - as long as the booking is agreed with the Landlord - via the Website by filling in and sending an on-line booking form or otherwise, in particular, orally, over the telephone, or via electronic mail.
3. Terms and conditions of the Lease Agreement, including fees (rent), are laid down in the Rules & Regulations and the Price List, being the integral part of the Lease Agreement, available on the Website and sent to the Tenant via electronic mail in the course of the execution of, amendment or addendum to, the Lease Agreement, and the execution of, amendment or addendum to, the Lease Agreement shall mean the Tenant's acceptance of the Rules & Regulations and the Price List.
4. These Rules & Regulations shall bind on the Parties unless the Lease Agreement provides otherwise; to the extent agreed by the Parties otherwise, the relevant provisions of the Lease Agreement shall apply in place of the provisions of the Rules & Regulations.
5. If it follows from the provision of the Rules & Regulations or the Price List that it refers to the circumstances which can occur after the completion of the Lease Agreement, including also termination upon notice, booking cancellation, or termination of the Lease Agreement in any other manner, such provision shall still be binding despite the completion of the Lease Agreement.
6. Immediately after the execution of, amendment or addendum to, the Lease Agreement at a distance or outside the premises of the enterprise, the Landlord shall electronically send the Tenant confirmation of the contents of the Agreement along with the Rules & Regulations and the Price List. The Tenant shall sign and electronically send to the Landlord this confirmation of the contents of the Agreement along with the Rules & Regulations and the Price List.
7. The Tenant warrants that during his or her stay in the Apartment and its vicinity, the Guest, a person accompanying, employed or invited by the Tenant or by the Guest shall comply with these Rules & Regulations, in particular as regards the period of stay in the Apartment (§ 4), terms and conditions of the use thereof (§ 5) and property protection rules (§ 6).
8. Without setting an additional payment deadline for the Tenant, the Landlord may rescind the Lease Agreement in its entirety or in part whenever the Tenant is in delay with payment of the fee under the Lease Agreement, in particular if the Landlord does not receive the full amount of it seven (7) days prior to the first day of stay in the Apartment referred to in the booking.
9. The Tenant shall not have the right to rescind the Lease Agreement.
10. The Tenant may terminate the Lease Agreement and cancel the booking of the Apartment, including the booking of additional services to be rendered within the Apartment, in connection with stay therein, exclusively in the instances and to the extent referred to in these Rules & Regulations.
11. The Lease Agreement shall expire if the Landlord does not receive within the agreed upon deadline the payment of the fee (rent) for at least the first night of the lease of the Apartment.

§ 3 [payment for the Apartment]

1. Except as provided for in Sec. 2 of this Clause, fees under the Lease Agreement shall be payable by the Tenant in full “in advance” for the entire period of stay referred to in the booking in two (2) equal installments:
 - 1.1. the first installment in the amount of 50% of all the fee due under the Lease Agreement – within three (3) days of the execution of the Lease Agreement at the latest;
 - 1.2. the second installment in the amount of 50% of all the fee due under the Lease Agreement – within thirty (30) days of the execution of the Lease Agreement at the latest, but no later than within seven (7) days before the first day of stay in the Apartment referred to in the booking.
2. Payments under the Lease Agreement (i) in case of the Apartment booking for one night, and (ii) payments assessed at the PP Rate, shall be payable by the Tenant in full “in advance” within three (3) days of the execution of the Lease Agreement at the latest, but no later than within seven (7) days before the first day of stay in the Apartment referred to in the booking unless a different deadline for this payment is provided for in the Lease Agreement.
3. In case of doubt, the Landlord may make the availability of the Apartment or the stay therein, or the performance of any service or activity, conditional upon submission of a document evidencing payment of the fees under the Lease Agreement in full.
4. Payment for lease of the Apartment shall be made – at discretion of the Landlord - by a bank transfer to the bank account of the Landlord, with a credit card or otherwise as the Lease Agreement may provide.
5. After the Landlord receives the fees under the Lease Agreement in full amount, the Tenant shall get an email message with – according to a choice of the Landlord - the code to the Apartment door or information on the time and place for the Guests to pick up the key or a card key to the Apartment door.

§ 4 [time of stay in the Apartment]

1. The Apartment is leased for days (nights) and weeks, and upon the expiry of a lease shall be vacated by the Tenant, Guests and all people staying there.
2. A day (night) in the Apartment starts at 3.00 p.m. (check-in) and ends on the following day at 11:00 a.m. check-out).
3. As long as the Apartment is not booked for other Guests, the Parties may separately agree on the extension of the first or last night by one, two or more hours while the Tenant will be obliged to incur an additional fee in the amount referred to in the Price List (earlier check-in or later check out).
4. The Parties may extend the term of the Lease Agreement for the consecutive night or nights unless it clashes with any earlier reservations.

§ 5 [terms and conditions of the use of the Apartment]

1. The Apartment may be used for residential purposes by the Tenant and persons mentioned in the Apartment booking as Guests only.

2. Occupation of the Apartment for purposes other than residential, including charity or business activities, are forbidden.
3. The Tenant and Guests as well as other persons staying in the Apartment are obligated to behave with due diligence in taking care of the condition of the Apartment and its furnishings.
4. The Apartment is leased and may be made accessible by the Tenant to maximum six (6) Guests listed in the booking and the Lease Agreement. Upon the Landlord's consent, the Apartment may be made available to two (2) additional Guests specified in the booking and the Lease Agreement, the Tenant, however, is required to make an additional payment as referred to in the Price List for each day (night) of lease.
5. Sublease or letting the Apartment for use to third parties – including also in case the Apartment is vacated by the Tenant or Guest – is forbidden.
6. The Apartment may be entered with the use of an individual PIN code generated automatically at booking, a card key or a key to the Apartment door. The Guest shall be obligated to immediately notify the Landlord of a loss of the code, card key or key.
7. Third parties may stay in the Apartment in the company of Guests from 7:00 a.m. to 10 p.m. only.
8. Organization of, and participation in, parties, celebrations, dances, sports games, gambling and/or other events in the Apartment is forbidden. For any violation of this prohibition, the Landlord may assess a contractual penalty in the amount of the double payment for one night of lease of the Apartment for each such event; any event lasting for each consecutive night is deemed to be a new event.
9. During stay in the Apartment or its vicinity, the Tenant, Guest, persons accompanying, employed or invited by the Tenant or Guest and any other person shall not disturb neighbors' peace and quiet and they shall follow the house rules and regulations as well as community life principles, and they should also avoid causing noise, nuisance and/or damage – the prohibited time for residential noise is set forth from 10.00 p.m. to 7:00 a.m.
10. The Apartment and its furnishings should be used in accordance with their designation and the community life principles. The Tenant and the Guest shall be obligated to immediately notify the Landlord of any damage or defects noticed in the Apartment or its furnishings.
11. Smoking, possession and use of drugs and/or other intoxicants, possession of explosives, pyrotechnic materials, fuels and flammables, poison, weapon, dangerous tools and/or other property, health or life threatening items in the Apartment are strictly prohibited. The Landlord shall have the right to demand that the Tenant remove such items from the Apartment and pay a contractual penalty of **EUR 500** for each breach of the prohibition, as defined in the preceding sentence, by any person.
12. No pets are allowed in the Apartment.
13. On vacating the Apartment, the Guest is obligated to close the windows, turn off TV sets and other electric devices, switch off the lights, turn off the water and check if the entrance door is locked.

§ 6 [protection of property, entrusting with and storage of things]

1. The Tenant and Guests accept as a fact that the Landlord does not have any stopping or parking space, storehouses, storage facilities nor safe place for Guests to use; neither does the Landlord make such places available nor accepts anything for storage in any such places, neither does he show any such places or services; if in need to use such places or services, the Tenant and the Guest should find an appropriate place on their own (a parking lot, a storehouse, a storage facility, a bank safe deposit box, etc.) and conclude a storage agreement (Pol. umowa przechowania) or any other relevant agreement with the pertinent third party.
2. The Guest shall be obligated to protect possessed things against loss, damage and/or third party's access, in particular money, credit cards and other valuable items, especially, documents, securities and items of artistic or scientific value, brought to the Apartment and being in its vicinity.
3. Entrusting things to the Landlord and also entering into a relevant storage agreement requires conclusion of a separate written agreement under pain of invalidity, and also the drawing up of a written protocol on their hand-over to the Landlord.
4. If the Guest brings things to the Apartment or its direct vicinity, he or she is obligated to keep them under his or her close and direct supervision or immediately put them into a closed safe in the Apartment, or hand them over to the Tenant for storage in that safe, or in any other proper way, and the Tenant is obligated to accept that thing for storage; the Tenant and the Guest shall be obligated to close the safe using a code (cipher) not known to anyone and protect the safe, the access code to the safe, and the items deposited there, against any third party's access.
5. The Landlord may always refuse to enter into a storage agreement as well as refuse to be entrusted such things or to accept them on any other basis, and in particular when things expose safety to a threat or take too much space, in particular they do not fit into the safe located in the Apartment or their value is too high, in particular if the value of one thing or item, including means/funds or other values available due to it, exceeds the equivalent of EUR 1000 (one thousand) or the total value of things and items, including means/funds or other values available due to them, presented by the Guest in one period, exceeds the equivalent of ten times the fee agreed by the Parties for one day of stay in the Apartment.
6. The Tenant warrants that the Guest will comply with the provisions of this clause, in particular they will fulfill the obligations and will act as laid down above.
7. Provisions of this clause shall apply to the agreement on storage by the Landlord and also to other instances of entrusting to the Landlord or handing over things and other items by the Guest into storage, in particular a deposit, handing in for repair, transport, transfer and other similar activities.

§ 7 [cleaning and additional services]

1. Bed linen change and cleaning of the Apartment take place before commencement of lease and making the Apartment available to Guests.
2. On Guest's demand, additional bed linen change and additional cleaning of the Apartment is possible at the price given in the Price List.

§ 8 [booking cancellation]

1. In the instances and on the terms and conditions defined in sec. 2-4 of this clause, cancellation of the Apartment booking may be made by the Tenant in writing, via electronic mail, over the telephone or in any other way which ensures that the Landlord receives the message about that cancellation. The cancellation may also be made tacitly by the Tenant by not collecting offered keys or a card to the Apartment door at the time and place given by the Landlord after the Apartment was booked, and also by any express or implicit refusal to stay in the Apartment, or the resignation from such stay within the booked period.
2. Cancellation of the Apartment booking by the Tenant shall be deemed to be the termination of the Lease Agreement with effect to the extent and on the terms and conditions laid down in subsec. 2.1-2.5. below:
 - 2.1. In case of cancellation of the Apartment booking at 4 p.m. Poland time at the latest on the day preceding the first day of the planned stay in the Apartment, the Lease Agreement shall be terminated with immediate effect, without the Landlord's right to receive the fees, and the Tenant shall be reimbursed for the full fee paid.
 - 2.2. In case of cancellation of the Apartment booking at a later time, but no later than at 4 p.m. Poland time on the first day of the planned stay in the Apartment and not later than before the Apartment is made accessible to the Tenant, in particular before the Tenant is given keys or a card key to the Apartment door, the Lease Agreement shall be terminated with effect at the end of the first day (11.00 am) of the planned stay in the Apartment, and the Landlord shall retain the right to receive the fee for one (the first) day of stay in the Apartment.
 - 2.3. In case of cancellation of the Apartment booking at a later time, i.e. after 4 p.m. Poland time on the first day of the planned stay in the Apartment or even earlier but after the Apartment has been made accessible to the Tenant, the Lease Agreement shall be terminated with effect at the end of the last day of the planned stay in the Apartment, and the Landlord shall retain the right to all agreed fees for all the period of the planned stay in the Apartment referred to in the booking, including the right to receive the fees for the provision of services offered in the Apartment, connected with the planned and actual stay in the Apartment.
 - 2.4. The Landlord may demand that the fees payable to him under sec. 2.1-2.3 hereof be made, he may also debit with those amounts the account of the credit card presented by the Tenant or for the Tenant in connection with the booking of the Apartment, and the Tenant hereby irrevocably authorizes the Landlord to do so.
 - 2.5. If earlier payments of the fees made by the Tenant for the Apartment booking exceed the amount of the fees due to the Landlord under sec. 2.2.-2.4. above, the Landlord shall reimburse the Tenant for

- 2.6. those earlier payments after, however, the deduction of the amounts due to the Landlord under sec. 2.2.-2.4. above for the cancellation of the Apartment booking by the Tenant, and after the deduction of an additional amount being the sum of costs of bank transfers and other costs and fees charged by banks and credit cards operators. The refund of the said payments shall be made at the latest within seven (7) days following the receipt by the Landlord of the message about the cancellation of the Apartment booking, by a bank transfer to the Tenant's account from which the payment was made.
3. The Tenant shall not have the right to cancel the Apartment booking if the fees under the Lease Agreement were determined at the PP Rate, i.e. the rate of full prepayment of the fees under the Lease Agreement referred to in the Price List without the right to the refund of fees in case of booking cancellation; in such a case, the Lease Agreement shall continue to apply under the existing terms and conditions also when the Apartment has not been used by the Tenant and Guests in full nor in part.
 4. Provisions 1-3 of this clause shall also apply to the Tenant's resignation from the services ordered in connection with stay in the Apartment without the notifying by the Tenant of the cancellation of the Apartment booking.

§ 9 [other instances of termination of the Lease Agreement]

1. The Landlord may terminate the Lease Agreement in full or in part with immediate effect:
 - (a) in each case - seven (7) days prior to the planned take-over of the Apartment by Guests and prior to the receipt of any fees under the Lease Agreement by the Landlord;
 - (b) in case of the Tenant's delay with payment of any part of the fees or other amounts due under the Lease Agreement,
 - (c) if the Tenant, the Guest, a person accompanying, employed or invited by them infringe the Lease Agreement, provisions of these Rules & Regulations, use the Apartment contrary to the Lease Agreement or the designation of the Apartment, in particular, they occupy the Apartment for purposes other than residential one or run forbidden business in the Apartment or their stay in the Apartment poses a threat of damage or disturbs the house rules or the use of the Apartment or premises in the neighborhood of the Apartment;
 - (d) if the Tenant, the Guest, a person accompanying, employed or invited by them brings into the Apartment safety threatening things or whose possession or use is forbidden, in particular: explosives, flammables, weapon, drugs, intoxicants,
 - (e) if the Tenant, the Guest, a person accompanying, employed or invited by them organize a party, celebration, a dance, sports games, gambling or any other entertainment in the Apartment, or participate in it without a separate written consent of the Landlord;
 - (f) due to the technical condition of the Apartment or its furnishings, in particular if the Apartment, appliances or furnishings located therein require immediate repair or make it difficult to use the Apartment in

compliance with the Lease Agreement or in accordance with the designation, or impede the use of premises adjacent to the Apartment, and the Guests' stay in the Apartment significantly impedes the carrying out of activities aimed to restore the Apartment, the appliance or the furnishings to their former condition.

2. The termination may be made in any form whatsoever, including oral, via electronic mail, over the telephone, a text message sent via a telephone operator, and also via other means of communication used by the Tenant.

§ 10 [rules regarding damages]

1. The Tenant shall be subject to strict liability for any damage caused by him or her, the Guest, a person accompanying, employed or invited by the Tenant or the Guest if the damage is caused by:
 - 1.1. act or omission of such person during his/her stay in the Apartment after completion of the Lease Agreement, including termination upon notice, booking cancellation, rescission or termination in any other manner, or
 - 1.2. the Apartment being occupied for purposes other than residential purposes, or for forbidden activities carried out in the Apartment, or
 - 1.3. safety threatening things being carried to the Apartment or in its vicinity, or forbidden things being held or used in the Apartment, in particular explosives, flammables, weapon, drugs, intoxicants, or
 - 1.4. Apartment door key, card key or code (PIN) falling into the hands of a person other than the Tenant or the Guest, or the entrance door or windows left unprotected against trespass, or
 - 1.5. the access code (cipher) to the Apartment safe falling into the hands of a person other than the person who put things in the safe, or leaving the safe unprotected against access to the things put there by a person other than the one who put them in the safe.
2. In any case, the Tenant shall be liable for damages caused by not taking due care.

§ 11 [final provisions]

1. The Landlord shall not be liable for any inconvenience caused by any construction and/or renovation and/or modernization works, etc. which might take place in apartments adjacent to the Apartment or outside the building.
2. Property left by the Guest in the Apartment shall be sent to the Tenant's address at his or her cost.
3. In a case of discrepancies between the Polish language version and the English language version of the Lease Agreement, the Rules & Regulations or the Price List, the Polish language version shall be decisive.
4. In all matters not regulated herein, provisions of Polish law shall apply.
5. Any disputes shall be resolved by a Polish court with competence *ratione loci* for the location of the Apartment.

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