

General Terms and Conditions for the *statthaus Rooms and Apartments GmbH*

Renting and Procurement

We act as landlord and agent of various accommodations. Private rooms, apartments and holiday apartments will hereinafter be referred to as "property". We also offer additional services, e.g. organizing cleaning services and a shopping service. Upon being commissioned by an interested party/renter, we will procure a suitable apartment, holiday apartment or private room as a tourist accommodation (hereinafter: holiday apartment). A holiday apartment is an apartment which is offered or rented for tourist purposes for a short period of time that does not exceed normal holiday visits. Our own selection of available properties can be found on our website www.statthaus.de. We, statthaus Rooms and Apartments GmbH (statthaus – statt hotel), Steinfelder Gasse 33, 50670 Köln, act as landlord of these properties. Properties for procurement from other landlords/property owners can be found on our homepage www.homestay-agency.de.

1. Leasing Payments and Cancellation/Deposit

We generally commit ourselves to any proposal for a rental property from **statthaus – statt hotel** for a period of three days after the proposal has been sent from our office. After a period of three days, we may consider our proposal invalid.

We have the right to demand a reasonable down payment. Payments may be made by credit card. In this case, SIX Payment Services payment conditions apply. We reserve the right to demand a (key) deposit. This is specified in the respective proposal.

If a property is booked during a trade fair in Cologne, we may debit the full amount or demand complete payment one month in advance.

Cancellation Charges:

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|--|------------------------------------|
| Cancellation Fees: | € 33.32 (including 19% VAT) |
| plus: | |
| up to 28 days before rental period starts | 10% of the rental price |
| 8 to 27 days before rental period starts | 25% of the rental price |
| 1 day before rental period starts | 50% of the rental price |
| as of the starting day of rental period | 80% of the rental price |

2. Offerings

We offer our properties on our homepage, via e-mail, fax or other means of telecommunication, including telephone. Rental of a property goes into effect once a rental confirmation has been sent to you by our office.

3. Changes in the Rental Contract

Should a rental agreement/contract be subsequently extended, shortened, changed in any way, or a subsequent rental agreement/contract agreed upon, a separate contract with us is necessary.

4. Discretion

All offers made by our office are meant solely for the party making the rental request and are to be handled confidentially. Disclosure of the information contained therein to third parties is therefore not allowed.

5. Cancellations

If an interested party withdraws a rental request or is no longer interested in a proposal made by our office, regardless of the reasons, he/she is to inform our office of this promptly, or no later than two workdays after this decision has been made.

6. Liability and Disclaimer

We point out that it is expressly forbidden to use the available internet connection for illegal file sharing. This includes all downloads and uploads of copyrighted music files, movie files, software files or any other type of copyrighted file. If any form of copyright infringement is committed by a renter, or if the renter allows any third party to commit any form of copyright infringement, the renter will be held liable for all present and future damages caused by these actions. We explicitly point out that such violations are liable to prosecution.

The information on the various properties offered on our homepage has been compiled to the best of our knowledge and belief. Although this information is carefully reviewed before it is included on our homepage, we assume no liability for the accuracy of this information.

Should the renter or any third party associated with the renter cause any damage to the property or the area surrounding the property during the rental period, all incurred costs will be passed on to the renter. The property is secured by a master key locking system / system lock. If a combination building/apartment key is lost, a fee of € 125.00 per key will be billed to the renter. The renter will be billed € 15.00 for the loss of a mailbox key.

7. Data Privacy Protection

Personal data will be stored and processed by our office within the limits of the rental agreement and our own data privacy protection guidelines (refer to Data Privacy Protection). If we are or ever become legally obligated or required by court order to pass on any personal information to persons or agencies entitled to such information, we shall do so accordingly.

8. Severability Clause

No oral side-agreements have been made. All changes are to be made in writing. This also applies to a waiver of the written form. The invalidity, in whole or in part, of any of the provisions of these Terms and Conditions, shall not affect the enforceability of any of the other provisions thereof. If possible, any unenforceable provision within this agreement will be modified to reflect the parties' original intention.

9. Applicable Law / Court of Jurisdiction

German law applies exclusively. If the renter is a businessman or resides outside of the Federal Republic of Germany, Cologne is the venue of jurisdiction.

10. Withdrawal Rights

Please note that according to Article 16 (1) of the EU-Consumer Rights-Directive and Article 246a §1 Section 3 No. 1 of the EGBGB (Introductory Law to the Civil Code) and §312g Section 2 No. 9 of the BGB (Civil Code) there exists no right of revocation even if the contract was transacted via long-distance communication.