

General Terms and Conditions

1 Scope

1.1 These General Terms and Conditions shall apply to contracts concerning the rental of suites in the boarding house THE SPOT located in Petra-Kelly-Straße 3 in Munich, Germany, as well as for all services rendered by the boarding house operator, Projektgesellschaft Petra-Kelly-Straße mbH, for the guests in this context. Projektgesellschaft Petra-Kelly-Straße mbH shall be referred to as “boarding house” in the following.

1.2 Provisions deviating from those set forth herein, even if included in the guest’s or orderer’s General Terms and Conditions, shall not apply unless approved of in writing by the boarding house.

2 Conclusion of Contract

2.1 The contract (contract for accommodation) shall come into being through the confirmation by the boarding house of the booking made by the guest. It shall be at the discretion of the boarding house to confirm the booking in writing.

2.2 The boarding house and the guest represent the contracting parties. Should a third party have booked on behalf of the guest, this orderer shall be liable towards the boarding house together with the guest as a joint debtor for all liabilities arising from the contract provided that the boarding house disposes of

a corresponding declaration by the orderer. Irrespective of the aforementioned, each orderer shall be obliged to pass all information relevant for the booking, including but not limited to these General Terms and Conditions of the boarding house, to the guest.

2.3 Rental of the suites shall occur for accommodation purposes. The sublease of the suites as well as their use for other than accommodation purposes shall require prior consent of the boarding house.

3 Term of Lease and Services

3.1 The term of lease for the suites of the boarding house shall be a minimum of 4 weeks and a maximum of 6 months.

3.2 The boarding house shall be responsible to hold ready the suite booked by the guest in accordance with these General Terms and Conditions and the service description on the website (www.thespot.de). Unless otherwise explicitly agreed in writing, the guest shall have no right to the holding ready of any particular suite within a room category.

3.3 The guest shall be entitled to book additional services at a charge. Information on additional services and their description ("Extras") is provided on the website (www.thespot.de). For the booking of additional services the provisions set forth in section 2.1 shall apply accordingly. When leasing a parking space, the Terms of Use for the Underground Garage published on the website (www.thespot.de) shall be deemed to be agreed in addition.

3.4 The reception of the boarding house shall usually be staffed from Monday to Friday (excluding public holidays) from 10:00 am to 5:00 pm. Outside these hours, an emergency service

hotline shall be available for the guest.

4 Day of Arrival and Departure

4.1 The booked suite shall be available to the guest from 3:00 pm on the agreed day of arrival. The guest shall not be entitled to an earlier availability.

4.2 The check-in of the guest shall be completed on the agreed day of arrival via a terminal located in the entrance area of the boarding house; the same shall apply to the check-out on the agreed day of departure.

4.3 On the agreed day of departure, the suite shall be vacated and made available to the boarding house by 11:00 am. In case of late vacation and return of the suite, the guest shall be liable to pay 50% of the accommodation price (list price) as a compensation fee to the boarding house for the occupation of the suite beyond the contract. Should the occupation of the suite beyond the contract extend to later than 6:00 pm on the agreed day of departure, the guest shall be liable to pay 90% of the accommodation price as a compensation fee, and in case of use of the suite the full accommodation price to the boarding house. Contractual entitlements of the guest shall not be established hereby. The boarding house shall reserve the right to prove a higher loss. In such case it shall be at the discretion of the guest to prove that the boarding house did not suffer any or a considerably lower loss.

4.4 The suite shall be returned on the agreed day of departure in a cleared and clean-swept state. Otherwise the guest shall be responsible to cover the actual costs incurred and established for the cleaning required therefor. It shall be at the discretion of the guest to establish proof that the aforementioned claim did

not occur or not at the amount stipulated.

5 Prices, Payments

5.1 The guest shall be liable to pay the prices agreed for the rental of the suite and the additional services booked by the guest. This shall also apply to services prompted from the boarding house towards third parties by the guest or the orderer.

Subject to a deviating contractual agreement of the contracting parties, the prices (list prices) of the boarding house valid at the time of the conclusion of the contract, or, in case of a subsequent extension of the contract and a subsequent booking of additional services, the prices valid at the respective time of the extension of the contract or the booking shall be agreed.

5.2 The list prices are published on the website of www.thespot.de. The agreed prices include the statutory VAT applicable at the time of the conclusion of the contract. Should the statutory VAT on the agreed services change after the conclusion of the contract, the prices shall be adapted accordingly; for contracts with consumers, this shall only apply if the period between the conclusion of the contract and the agreed day of arrival exceeds four months. List prices shall be exclusive of local fees that are to be covered by the guest themselves according to municipal law (e.g. visitor's tax).

5.3 The boarding house shall be entitled to charge the guest an appropriate advance payment or deposit no higher than the expected total price for the stay upon or after the conclusion of the contract.

5.4 Unless the guest does not have to pay the agreed price for the suite in advance upon or after the conclusion of the

contract, the price for the suite shall be paid in monthly installments starting from the agreed day of arrival no later than on the third workday of the month for each month in advance.

5.5 Additional services provided by the boarding house at a charge shall be payable in advance upon booking the service.

5.6 Should the guest request an extension of the contract, the boarding house shall be entitled to charge an advance payment no higher than the expected total price for the extended period upon or after the agreement on the extension of the contract. For the agreement on the extension of the contract, the provisions set forth in section 2.1 shall apply accordingly.

5.7 Invoices of the boarding house without a payment date shall be due for payment within two weeks after receipt of invoice.

5.8 The acceptance and selection of credit cards shall be at the discretion of the boarding house in each individual case upon presentation of a credit card. This shall also apply if the boarding house indicates general acceptance of credit cards, for example on the website or a posted notice. Credit cards and other forms of payment are otherwise accepted only on account of performance.

5.9 Should the guest default on fulfilling a payment request by the boarding house, the boarding house shall be entitled to declare immediate maturity of all claims against the guest, including deferred or credited claims. In case of default of payment, the boarding house shall be entitled to charge the applicable statutory interest for default. The boarding house reserves the right to prove a higher loss. Each reminder after occurrence of default may collect reminder charges in the amount of EUR 5.00.

5.10 The guest may offset claims by the boarding house only against those counter claims which are undisputed or have been validated by due legal process or may execute a right of retention.

5.11 All claims of the guest against the boarding house shall become time-barred within one year from the commencement of the statutory period of limitation. Commencement of the period of limitation shall be defined in accordance with Section 199 Sub-section 1 of the BGB (German Civil Code). The reduction of the limitation period shall not apply to claims arising from a deliberate or grossly negligent breach of duty by the boarding house, a legal representative of the boarding house, or a vicarious agent of the boarding house, neither to damage from injury to life, body, or health if the boarding house is responsible for the breach of duty, and neither to damage arising from a deliberate or negligent breach of contract-typical duties of the boarding house, a legal representative of the boarding house, or a vicarious agent of the boarding house. Duties typical for the contract shall be such duties necessary for the proper performance of the contract and which the customer can normally trust and expect to be complied with.

6 Guest Right of Withdrawal

6.1 The guest shall be entitled to withdraw from the contract entered with the boarding house free of charge until no later than four weeks before the agreed day of arrival. The deadline shall be considered observed if the declaration of withdrawal is received by the boarding house in due time (in writing or by e-mail to info@thespot.de).

6.2 After expiration of the period of withdrawal according to section 6.1, a withdrawal by the guest from the contract entered into with the boarding house shall require the consent of the boarding house unless otherwise explicitly agreed. Should the boarding house not consent to the withdrawal by the guest, the guest shall be liable to pay the agreed price notwithstanding that the guest shall not make use of the contracted services. This shall not apply if, after due consideration of the interests of both parties, the guest cannot reasonably be expected to adhere to the contract or the guest is otherwise entitled to any other legal or contractual right of withdrawal.

Should the guest hereafter be liable to pay the agreed price and should the guest not make use of the suite, the boarding house shall have to offset the earnings from a possible alternative renting of the suite as well as the saved expenses against the price to be paid by the guest. Should the suite not be rented to another guest, the saved expenses of the boarding house shall be compounded with 10% of the agreed price, i.e. the guest shall have to pay 90% of the agreed price in any such case. It shall be at the discretion of the guest to establish proof that the aforementioned claim did not occur or not at the amount stipulated.

6.3 Any advance payment and deposit by the guest in accordance with section 5.3 and 5.5 shall be refunded to the guest within two weeks after receipt of the declaration of withdrawal. In case of a withdrawal less than four weeks before the agreed day of arrival, this shall apply only insofar as the advance payment or deposit exceeds the guest's liability to pay.

6.4 After a declaration of withdrawal by the guest, the boarding house shall be entitled to rent the booked suite to another guest.

7 Boarding House Right of Withdrawal and Notice

7.1 As long as the guest is entitled to cancel the contract free of charge according to section 6.1, the boarding house shall be entitled to withdraw from the contract if other guests requested the suite booked by contract and the guest does not waive their right to withdraw from the contract free of charge upon inquiry by the boarding house specifying an adequate deadline.

7.2 Should a guest fail to pay an agreed or claimed advance payment or deposit according to section 5.3 or 5.5 even within an adequate period of grace granted by the boarding house, the boarding house shall be entitled to withdraw from the contract.

7.3 Further the boarding house shall be entitled to withdraw from the contract or exercise extraordinary termination of the contract for good cause. This shall apply including but not limited to if

- force majeure or other circumstances not within the responsibility of the boarding house render the fulfillment of the contract impossible;

- suites are booked under the provision of misleading or erroneous information regarding material facts, e.g. in the person of the guest;

- the boarding house has reasonable cause to assume that the use of the agreed services through the guest may impair the smooth business operation, the safety, or

reputation of the boarding house in public without such matters being attributable to the domain or organization of the boarding house;

a violation of section 2.3 (sublease of the suite or their use for other than accommodation purposes without prior consent of the boarding house) or an overcrowding of the suite occurred.

7.4 In case of the withdrawal or the extraordinary termination by the boarding house being justifiable, the guest shall not be entitled to damages.

7.5 In case of withdrawal or extraordinary termination by the boarding house under section 7.2 and 7.3, the boarding house shall be entitled to claim from the guest the payment of the agreed price provided the guest is responsible for the reason of termination. In any such case the earnings from a possible alternative renting of the suite as well as the saved expenses shall be offset against the price to be paid by the guest. Should the suite not be rented to another guest, the saved expenses of the boarding house shall be compounded with 10% of the agreed price, i.e. the guest shall have to pay 90% of the agreed price in any such case. It shall be at the discretion of the guest to establish proof that the aforementioned claim did not occur or not at the amount stipulated.

8 Guest Liability

8.1 The guest shall be liable to handle the rented suite including the furniture and equipment located therein, further common spaces and facilities of the boarding house with due care and consideration.

8.2 The guest shall be liable for any damage incurred to the

boarding house by themselves, their guests, or other persons under their responsibility. This shall apply including but not limited to damage to the suite and its furniture and equipment, removal of furniture and equipment, as well as to damage to the common areas of the boarding house.

8.3 In case of nonobservance of the fire protection regulations, which are made available to the guest upon check-in, the guest shall be liable for all costs arising from triggering a false alarm.

8.4 All guests of the boarding house shall have access to washing machines and dryers for common use at a charge. The guest shall be liable to handle the washing machines and dryers with due care in case of use and observe the regulations for use according to the posted notice. The guest shall be liable for any damage arising from the improper use of the appliances. This includes but is not limited to damage to the appliances and pertaining repair costs as well as consequential damage due to leaking water.

8.5 The locking system shall be operated by an access code or a key card. In case of loss of a key card, a fee of EUR 0.90 shall be payable. For an opening service outside the staffed reception hours, the guest shall cover the actual costs incurred and documented, but at least an amount of EUR 200.00.

8.6 Should faults or disruptions of the services of the boarding house occur, the guest shall have to give prompt notice of the defect upon detection as for the boarding house to be in the position to eliminate the faults or disruptions as required. Should the guest neglect to notify the boarding house of a fault, no entitlement to a reduction of the agreed price shall occur. The guest shall be obligated to a reasonable contribution to eliminating the disruption and keeping damage to a possible

minimum.

9 Boarding House Liability

9.1 The boarding house shall undertake to fulfil its contractual obligations with the due care of a prudent businessman. Claims for damages by the guest shall be excluded. Excluded hereof are

Damage from the injury of life, body, or health insofar as the boarding house is responsible for the breach of duty,

Other damage arising from a deliberate or grossly negligent breach of duty of the boarding house, and

Damage arising from a deliberate or negligent breach of contract-typical duties of the boarding house.

Duties typical for the contract shall be such duties necessary for the proper performance of the contract and which the customer can normally trust and expect to be complied with. Any breach of duty by a legal representative or vicarious agent of the boarding house shall be deemed equal to a breach of duty by the boarding house.

9.2 For items brought by the guest, the boarding house shall be liable to the guest for loss, destruction, or damage up to one hundred times the room rate for one night but at least up to an amount of EUR 600.00 and not more than an amount of EUR 3,500.00; for cash, securities, and valuables, the amount of EUR 3,500.00 shall be replaced by EUR 800.00. The liability claim shall expire if the guest fails to notify promptly the boarding house of the loss, destruction, or damage to items brought by the guest (Section 703 BGB (German Civil Code)). Aforesaid limitations shall not apply if the loss, destruction, or damage occurred by fault of the boarding house or its people, or if items

brought by the guest are affected that the boarding house accepted for safekeeping or whose acceptance the boarding house denied contrary to Section 702 Sub-section 3 of the BGB (German Civil Code). It is recommended to use the room safe. Should the guest intend to bring cash, securities, and valuables exceeding a total value of EUR 800.00 or other articles of value exceeding a total value of EUR 3,500.00, a separate safekeeping agreement with the boarding house shall have to be concluded. For a more extensive liability of the boarding house, e.g. arising from the hotel accommodation contract, section 9.1 sentences 2 to 4 shall apply respectively.

9.3 In the event that the guest has been provided a parking space in the underground garage, this shall not constitute a contract of safekeeping, even if a fee is charged. Surveillance obligation on the part of the boarding house does not exist. The Terms of Use of the Underground Garage shall apply. In the event of loss or damage to motor vehicles parked or maneuvered in the underground garage and their content, the boarding house shall be liable only in accordance with aforesaid section 9.1 sentences 2 to 4.

9.4 Messages, mail, and consignments for guests shall be handled with due care. The boarding house shall accept these from delivery services only during staffed reception hours (section 3.4) and shall insofar take on delivery to the suite. The boarding house shall accept liability in this regard only in accordance with section 9.1 sentences 2 to 4. The guest shall have to effect a change of address order with delivery services to the new place of residence; the boarding house shall not forward any messages, mail, or consignments to a new address.

10 Contract Penalty, Special Remarks

10.1 All suites including terraces and balconies as well as common spaces of the boarding house are non-smoking areas. Smoking is prohibited within the entire boarding house. For each case of violation, the guest shall be liable to pay a lump-sum contract penalty in the amount of EUR 250.00 to the boarding house. The boarding house reserves the right to enforce higher cleaning and renovating charges; in any such case the contract penalty shall be offset against the costs incurred. In such case it shall be at the discretion of the guest to prove that no or a lower loss incurred. Violation shall furthermore constitute an event of use contrary to contract, which may entitle the boarding house to extraordinary termination of contract.

10.2 Animals are generally not permitted in the boarding house and all of its suites including terraces and balconies. Animals may only be brought by the guest by way of exception after prior consent of the boarding house and against payment of an extra fee. There shall be no entitlement to the consent of the boarding house.

10.3 Lost property shall be forwarded to the guest only upon request and against reimbursement of the costs incurred thereby. In any other event the boarding house shall keep such property for a period of six months.

10.4 The guest understands and acknowledges that video surveillance may be installed in the common areas of the boarding house. This shall not constitute any entitlement for the guest.

11 Final Provisions

11.1 Adaptations or amendments to the contract or these General Terms and Conditions shall be made in writing. Unilateral adaptations or amendments through the guest shall be rendered invalid.

11.2 Place of fulfillment and payment as well as the exclusive place of jurisdiction in business transactions shall be the head office of the Projektgesellschaft Petra-Kelly-Straße mbH (Unterföhring, Germany).

11.3 Insofar as a contractual partner fulfils the prerequisites set forth in Section 38 Sub-section 2 of the ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the head office of the Projektgesellschaft Petra-Kelly-Straße mbH.

11.4 The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws shall be excluded.

11.5 Should individual provisions of these General Terms and Conditions be or become invalid or void, the effectiveness of all other provisions shall remain unchanged. Legal regulations shall apply otherwise.

Terms of Use of the Underground Garage

1 Scope

1.1 The terms of use set forth below shall apply to the allocation of parking spaces in the underground garage of the object located in Petra-Kelly-Straße 1 in Munich, Germany (hereinafter “underground garage”) to the guests of the

boarding house THE SPOT (hereinafter “guests”).

Projektgesellschaft Petra-Kelly-Straße mbH as the operator of the boarding house shall hereinafter be referred to as “boarding house”.

2 Terms of Use

2.1 The guest shall be liable to exercise due diligence. This shall include, without being limited to, the adherence to special traffic rules put up in the underground garage. Instructions of the staff of the boarding house or the property management aimed at ensuring safety or concerning the domestic authority are to be followed at all times. Road traffic regulations (StVO) shall apply accordingly otherwise.

2.2 Solely passenger vehicles that are officially registered, covered by liability insurance, and roadworthy shall be permitted to park in the underground garage.

2.3 Vehicles may only be parked within the rented, marked parking space. The boarding house shall be entitled to move vehicles parked in a faulty manner by means of appropriate measures at the guest’s expense. In such event, the boarding house may charge a lump-sum fee; it shall be at the discretion of the guest to prove that the costs did not occur or are considerably lower than the lump-sum fee. Should the guest use more than one parking space, the boarding house shall further be entitled to charge the full price for the number of parking spaces actually occupied according to the price list.

2.4 Each guest is recommended to securely lock the vehicle when leaving it and not to leave any articles of value inside the vehicle.

3 Safety and Regulatory Provisions

3.1 The maximum allowed speed within the underground garage is limited to walking pace (6 km/h). Road traffic regulations (StVO) shall apply otherwise.

3.2 Prohibited in the underground garage are:

- smoking and the use of fire;
- the storage of operating supplies and flammable items; this shall equally apply to empty operating supply containers;
- bulk storage of used polishing wool and cloths;
- unnecessary running and testing of engines;
- the parking of vehicles with a leaky tank or fuel supply system;
- works to the vehicle irrespective of their type including fill-up;
- honking as well as other molestation through avoidable noise;
- the wrongful use of the underground garage by bikers, skaters, boarders, etc.;
- the parking of motor vehicles with seasonal registration outside the validity of such license plate.

3.3 The underground garage shall only be accessed for the purpose of parking, loading and unloading, or collecting a vehicle.

4 Boarding House Liability

4.1 The boarding house shall not accept custody or other duty of care for the vehicles or other items brought into the underground garage by the guest; the boarding house shall not provide surveillance or safekeeping. The boarding house shall

not accept liability for damage caused by other guests or other third parties. This shall include, without being limited to, damage, demolition, or theft of parked vehicles or of movable/installed items from inside the vehicles or of items fixed on or to the vehicles. The guest understands and acknowledges that the underground garage is available to all users and guests of the object located in Petra-Kelly-Straße 1 and is accessible by the public. The use of the underground garage is at the guest's own risk.

4.2 The boarding house liability is otherwise determined in accordance with section 9.1 sentences 2 to 4 of the General Terms and Conditions of the boarding house.

4.3 The guest shall be liable to report possible damage to their vehicle to the boarding house promptly.

5 Guest Liability

5.1 The guest shall be liable for any damage incurred to the boarding house by themselves, their visitors, or other persons under their responsibility or for culpably caused damage to third parties. They shall be liable to report to the boarding house all damage occurring within their responsibility promptly and prior to leaving the underground garage.

5.2 Further, the guest shall be liable for culpably caused contamination of or damage to the underground garage and the rented parking space.

6 Right of Retention, Lien, Removal of Vehicle

6.1 The boarding house shall be entitled to a right of retention and a statutory lien on the vehicle parked by the guest based on the claims arising from the contract entered into with the guest.

6.2 After expiration of the agreed rental period, the boarding house shall be entitled to have the vehicle removed from the underground garage at the guest's expense provided that the guest and/or vehicle owner was informed in writing with fixing a period of time of no less than two weeks without result. The boarding house shall be entitled to remuneration according to the price list until removal of the vehicle.

6.3 The boarding house shall furthermore be entitled to remove and/or dispose of vehicles without official registration provided that the guest/vehicle owner was previously threatened with this procedure and did not satisfy the request for removing the vehicle within a reasonable period of time determined by the boarding house. Such threat and request shall be deemed irrelevant if the guest/vehicle owner could not be determined despite undertaking reasonable measures. The guest/vehicle owner shall be entitled to possible proceeds from the disposal reduced by costs incurred and reduced by the amount payable for the parking space according to the price list until removal of the vehicle.

6.4 Also in the event of exigent circumstances, the boarding house shall be entitled to remove the vehicle of the guest from the parking space or the underground garage.

7 Underground Garage Release

7.1 In case of technical breakdown, a service hotline is provided for the guests. Should it become necessary for suppliers of the boarding house to come to the premises by reason of the guest's personal negligence, the guest shall cover the actual costs incurred and documented, but at least an amount of EUR 100.00.

8 General Terms and Conditions

8.1 The General Terms and Conditions of the boarding house shall apply. They are accessible on the website of www.thespot.de.