

# REGULATIONS - TERMS AND CONDITIONS

## FOR CONCLUSION OF A DISTANCE LEASE AGREEMENT AND USE OF THE STUDENT HOUSE STUDENT DEPOT WARSZAWA WILANOWSKA

**Terms used in the Regulations shall have the following meanings:**

1. **Real estate** - immovable property located in Warszawie przy ul. Modzelewskiego 54B, developed with a 14-storey building consisting of the Student Depot Warszawa Wilanowska.
2. **Student Depot Warszawa Wilanowska** – part of the Real estate with a function of collective residence, located on floors from 0 to 12.
3. **Common Parts** - parts of Student Depot Warszawa Wilanowska designated for common use by users of Rooms or flats in Student Depot Warszawa Wilanowska.
4. **Rent** - monthly rent, as defined in the par. 4 p. 4.1 of the Lease Agreement, payable under the terms and conditions specified in § 7 of the Regulations.
5. **Handover Day** - the first day of the Lease Period indicated in the Agreement;
6. **Deposit** - funds paid by the Tenant as security for the Landlord's claims related to the Agreement, corresponding to the amount of the monthly Rent, increased by the amount of the appropriate fee specified in § 9 section 6 of the Regulations, but not less than PLN one thousand (PLN 1,000.00), the exact amount of which shall be indicated to the User together with the account number, in accordance with the Regulations.
7. **Service Fee** - a fee for cleaning and disinfection of the Room or flat in the amount of PLN 350.00 (three hundred and fifty zlotys 00/100), subject to § 9 section 6 of the Regulations, payable each time the Agreement is concluded, unless otherwise stipulated in the Regulations; the Service Fee is not subject to settlement.
8. **Landlord** – 5th Inwestycje 8 [Ltd.] with its registered office in Warsaw at Plac Marszałka Józefa Piłsudskiego 2, 00-073 Warsaw, entered by the District Court for the Capital City of Warsaw in Warsaw 13<sup>th</sup> Economic Division of the National Court Register to the register of entrepreneurs of the Krajowy Rejestr Sądowy [National Court Register] under the NCR number: 0000703105, NIP [Tax Identification Number]: 5213801330, company telephone number: +48 517 107 817, address for service: ul. Modzelewskiego 54B, 02-679 Warszawa; e-mail address: wilanowska@studentdepot.pl.
9. **Tenant** - a person using the Room or flat under the Agreement who is at least 16 years of age.
10. **Lease Term** - the period during which the User is entitled to use the Room or flat in accordance with the Regulations, selected by the User when concluding the Agreement and indicated in the Agreement, not longer than twelve (12) months.
11. **Room or flat** - a room or flat indicated by the Landlord or the Manager in the Student Depot Warszawa Wilanowska, which the Tenant is entitled to use on the basis of the Agreement, together with the equipment specified in the Handover Protocol.
12. **Website** - the Internet portal at [www.studentdepot.pl](http://www.studentdepot.pl).
13. **Application** - an electronic Internet application located in the Website, enabling the conclusion of the Agreement.

14. **User** - a person who uses the Website, in particular to conclude an Agreement.
15. **Website Provider** - the owner of the Website.
16. **Force Majeure** - shall mean an extraordinary event, existing or likely to occur in the future, which affects the performance of the Agreement, and: (i) is caused by reasons beyond the control of any of the Parties, (ii) which could not have been foreseen at the time of concluding the Agreement, and (iii) the consequences of which could not have been prevented, even after taking all reasonable steps to avoid such events. The Parties shall not regard events resulting from the ongoing Covid-19 epidemic (SARS-CoV-2) as Force Majeure.
17. **State of epidemic** - the state of the Covid-19 epidemic (SARS-CoV-2 virus) in the territory of the Republic of Poland, together with its consequences, including bans and orders for specific actions, as well as guidelines (Ministry etc.) and recommendations introduced by state administration bodies (Chief Sanitary Inspector, etc.), which are introduced in legal acts issued by public bodies of the European Union or the Republic of Poland.
18. **Party** - Landlord or Tenant (User) respectively. It is stipulated that no natural person under the age of 16 may be a Party to the Agreement on the side of the Tenant, with the consent or confirmation of the Agreement by the statutory representative in accordance with applicable laws being required to conclude the Agreement with a Tenant who is 16 years of age or older but under the age of 18.
19. **Parties** - Landlord and Tenant (User) jointly.
20. **Regulations** - these Regulations, constituting, among others, the conditions for concluding a distance contract for the rent of a place in the Student Depot Warszawa Wilanowska, however, if the conditions referred to in § 2 section 4 of the Regulations are met, these Regulations are also the integral content of the Agreement concluded by the Parties.
21. **Agreement** - an agreement for the rent of a room or flat at Student Depot Warszawa Wilanowska, concluded in accordance with § 2 of the Regulations;
22. **Handover Protocol**- a written report on the receipt and return of the Room or flat.
23. **Manager** - an entity appointed by the Landlord to perform the duties of the Landlord on a current basis, including in particular protection of the Student Depot Warszawa Wilanowska, administration and ongoing repairs. If a Manager is appointed, it should also be understood in these Regulations as the Landlord accordingly. The Manager is also authorised to conclude Agreements and make any declarations based on or in connection with the Agreements concluded.

## **§ 1. Subject matter of the Agreement**

1. By taking the actions specified in these Regulations and under the terms and conditions specified herein, the Landlord rents, and the Tenant accepts for rent, a Room or a flat in order to live in it for the Lease Term, subject to the amendments referred to in § 9 section 1 of the Regulations.
2. Depending on the duration of the Lease Term, unless the Parties have agreed otherwise in writing, the User is obliged to accept the Room or flat on the Handover Day.
3. The Agreement is concluded at a distance (in the meaning given to that term by the Act on Consumer Rights of 30<sup>th</sup> May 2014, as amended) using the Website via the Application, as further described in § 2. An Agreement outside the Website may be concluded in writing, if the

Landlord gives its direct consent, in such case the Agreement is concluded in the Real estate or at any other place agreed by the Parties. The consent referred to in the preceding sentence may be given in particular by an authorised employee of the Landlord.

4. Rooms or flats at the Student Depot Warszawa Wilanowska are single or multi-person. In the case of multi-person rooms or flats, other people apart from the Lessee are authorized to use them, in the number indicated in the description of the room or flat posted on the Website. The description of the room or flat posted on the Website also includes other parameters of the flat or room that are binding on the Parties. The Lessee selects the type of room or flat in the Application. The Lessor is not responsible for the selection of persons co-entitled to use the room or flat, and thus the Lessee selects the room or flat at his own risk.
5. The acceptance of the Room or flat is based on a Handover Protocol signed by the Parties on the Handover Day. Signing the Handover Protocol by the Parties is tantamount to the Tenant's acceptance of the leased object. Upon acceptance of the Room or flat, the Tenant receives one (1) set of keys. The loss of keys is immediately reported to the Landlord. For loss or destruction of:
  - a. keys the Landlord shall charge the Tenant a fee of PLN 200; and/or
  - b. key tag / access card the Landlord shall charge the Tenant a fee of PLN 50.
6. The fees specified in § 1 section 5 letters a.-b., the Tenant is obliged to pay the aforementioned fees to the Landlord upon handing over by the Landlord to the Tenant of a new set of keys and/or key ring / tag. The furnishing of the Room or flat is specified in the Handover Protocol and corresponds to the standard of the Room or flat selected by the Tenant in the Application.
7. Along with the lease of the Room or flat, the Tenant is entitled to:
  - a. co-use the Common Parts, under the terms and conditions specified in § 5 hereof,
  - b. use the Internet, under the terms and conditions indicated in § 6 of these hereof.
8. A Room or flat number is assigned in the course of the Agreement conclusion procedure specified in § 2 of the Regulations. Allocation of the Room or flat within the Student Depot Warszawa Wilanowska during the Lease Term may be subject to changes on the basis of a statement submitted to the Tenant by the Landlord or the Manager 7 days in advance or less in the event of the occurrence of justified circumstances that were not known to the Landlord at the time of handing over the Room or flat to the Tenant, i.e. the need to carry out construction or renovation works, the occurrence of failure or the need to perform disinfection. The standard and equipment of the Room or flat to which the Tenant's accommodation will be transferred shall remain unchanged. The Tenant is obliged to meet the deadline for changing the leased room within the Student Depot Warszawa Wilanowska. The change made under this paragraph shall not constitute an amendment to the content of the Agreement of the Parties as regards changing the subject matter of the Agreement, resulting in the possibility of its termination by the Tenant.

## **§ 2. Conclusion of agreement**

1. The Agreement is concluded by performing the following actions:
  - a. The User creates an account on the Website in accordance with the instructions and guidelines specified by the Website Provider,
  - b. The User provides personal data necessary to open an account and conclude the Agreement,

- c. The User fills in the data on the Website in accordance with the guidelines contained therein indicated in the Application, including the Lease Term and the type of Room or flat.
- d. after completing the booking application, the Agreement generated in the Application is subject to approval by the User. The Tenant will receive confirmation of the conclusion of the Agreement to the e-mail address provided by him, by e-mail within two (2) working days from the payment of the Deposit and the Service Fee (§ 2.1 of the Regulations) or the payment of the Service Fee (§ 2.2 of the Regulations) or the receipt by the User of an e-mail with the booking details (§ 2.3 of the Regulations).

If there are no available places at Student Depot Warszawa Wilanowska, a failure of the System independent of the Landlord or other extraordinary circumstances preventing the conclusion of the Agreement, the Landlord will not be obliged to conclude the Agreement, the Agreement will not be sent, of which the User will be informed by e-mail.

e. In order to conclude the Agreement, the User pays:

- i) Service Fee, subject to point g) below, and
- ii) Deposit depending on the selected lease option in full amount or in the event of circumstances described in point f) below - in the missing part indicated by the Landlord. The payment of the Deposit and the Service Fee is made to the Landlord's bank account within the period indicated in the Application. The Parties may, by agreement, set other deadlines for payment of the Deposit and Service Fee by the User.

f. in the event that the User seeking to conclude the Agreement in the mode described in this paragraph has already paid cash as a deposit for the lease agreement for another Room or flat located in Student Depot Warszawa Wilanowska or for the same Room or flat, and The Agreement is concluded for the next, consecutive, definite lease term, the User is obliged to pay the Deposit only in the amount corresponding to the difference between the full amount of the Deposit applicable to the Agreement and the amount of the deposit paid on account of the previous lease agreement, which would be returned pursuant to § 9 section 5 of the Regulations.

By concluding the Agreement in accordance with the Regulations, the User at the same time agrees to the possible inclusion by the Lessor of the previously paid and returnable deposit as part of the Deposit.

The User will be informed by the Landlord about the amount of the missing part of the Deposit no later than fourteen (14) days from the end of the previously binding lease agreement, and the User is obliged to pay the indicated missing part of the Deposit within the next two (2) days. Within this deadline, the User may question the amount of the missing part of the Deposit indicated by the Landlord, which must be done in writing. In a situation where the User effectively questions the amount of the missing part of the Deposit indicated by the Landlord, the provisions of this point do not apply, and thus the settlement of the deposit paid on account of the previously applicable lease agreement is made on the basis of the Regulations and applicable law. In order to conclude the Agreement, the User is then obliged to pay the Deposit in full, within two (2) days of informing the Landlord about questioning the amount of the missing part of the Deposit

Provisions of § 2 sec. 1 lit. f) does not apply when the User concludes an additional lease agreement, i.e. intends to lease more than one Room or flat.

g. The Landlord reserves the right to withdraw from collecting the Service Fee from the Tenant or a potential new tenant. In this case, the payment of the Service Fee is not a condition for concluding the Agreement.

2. Subject to other provisions of the Regulations, the condition for concluding the Agreement is the payment by the Tenant of the Deposit and the Service Fee within the time limit resulting from the Regulations. If the User fails to pay the Deposit and the Service Fee within the time limit specified in the Regulations, the Agreement is not concluded and the Landlord may offer the Room or apartment indicated in the Agreement to another potential tenant.

The final conclusion of the Agreement takes place:

**2.1. for Agreements concluded without the procedure specified in section 1 lit. f) above:** in the case of joint fulfilment of the following conditions: (i) payment of the Deposit, ii) payment of the Service Fee and (iii) failure to inform the User by the Landlord about the inability to conclude the Agreement due to lack of available places, system failure independent of the Landlord or other extraordinary circumstances preventing the conclusion of the Agreement - within the next two (2) business days from the date of payment of the Deposit and the Service Fee.

**2.2. for Agreements concluded taking into account the procedure specified in par. 1 lit. f) above and the need to pay the Service Fee:** if the following conditions are met jointly: i) payment of the Service Fee and (ii) failure to inform the User by the Landlord about the inability to conclude the Agreement due to the lack of available places, failure of the System independent of the Landlord or other extraordinary circumstances preventing conclusion of the Agreement - within the next two (2) business days from the date of payment of the Service Fee.

**2.3. for Agreements concluded taking into account the procedure specified in par. 1 lit. f) above and releasing the Tenant from the obligation to pay the Service Fee:** in the event of failure to inform the User by the Landlord about the inability to conclude the Agreement due to the lack of available places, system failure independent of the Landlord or other extraordinary circumstances preventing the conclusion of the Agreement - within the next two (2) days business days the User receives an e-mail with the details of the reservation.

3. The Landlord reserves the right to refuse to conclude the Agreement in the event of occurrence, during the term of the previous lease agreement between the Parties, of any circumstance constituting the basis for termination of the Agreement without notice period referred to in § 9, item 2, letter a-h of the Regulations. The Landlord shall notify the User of exercising the right of refusal via e-mail. In addition, the Agreement shall be deemed not concluded when the process of concluding the Agreement described in § 2 is completed by the User/Tenant who is under 16 years of age, regardless of any subsequent consents or confirmations of the Agreement's conclusion by the statutory representative.

4. The keys to the appropriate Room or flat will be issued in the Student Depot Warszawa Wilanowska after all payments necessary to conclude the Agreement have been booked and together with signing the Handover Protocol, during the working hours of the administration office. The Room or flat may be accepted and the keys issued not earlier than on the Handover Day from 2.00 pm.

5. If the Tenant does not accept the Room or flat on the Handover Day either for the next 3 (three) working days or does not agree with the Landlord at that time on a different Handover Day, the Landlord has the right, subject to the provisions of section 6 below, to terminate the Agreement with immediate effect by sending the Tenant a notice of termination of the Agreement to the e-mail address indicated in the Application. In such a case, the Landlord may retain equivalent of the Deposit paid by the Tenant for earlier termination of the Agreement of the Tenant's fault. The Parties agree that the aforementioned right of termination does not apply to the User's failure to accept the Room or flat due to:

- (i) occurrence of reasons attributable to the Landlord or

- (ii) refusal to accept the Room or flat for other reasons concerning significant defects in the Room or flat which make it impossible for the User to use the Room or flat for residential purposes; for the avoidance of doubts, the Parties agree that other defects in the Room or flat (faults) which do not make it impossible for the User to use the Room or flat for residential purposes cannot constitute grounds for refusal to accept the Room or flat by the User.
6. In the event of the User's failure to come to the Room or flat on the Handover Date to hand over the Room or flat due to a legal prohibition or injunction in force in connection with the State of the Epidemic, preventing the User from moving (including crossing the borders of the Republic of Poland for the User) in order to accept the Room or flat on the Handover Date, the Tenant shall have the right to terminate the Agreement with an immediate effect, within the next 14 days by submitting to the Landlord a clear declaration of will for this purpose by e-mail.
7. For the handover of the Room or flat outside the conclusion of the Agreement required are also drafting and signing the Handover Protocol by the Parties.
8. The Landlord hereby informs that as of the day of concluding this Agreement, the building erected on the Property in which the Room or flat is located has not yet been put into use. The Landlord reserves the right to unilaterally postpone the Handover Day of the Room or apartment to the Tenant (User), and also the date of commencement of the Period and related obligations of the Tenant (User) regulated in the Agreement, for the time necessary to obtain an administrative decision necessary to enable the Tenant (User) to use the Room or a flat in accordance with the Agreement, but not longer than 30 days, notifying the Tenant (User) about it no later than 14 days before the Room or flat Handover Day. In the event described in this paragraph, the Tenant (User) will not be entitled to compensation due to delay in the release of the subject of the lease, which he accepts and waives all related claims. In the event that this delay exceeds 30 days, each Party will have the right to withdraw from the Agreement within the next 30 days without the right to any compensation in this respect. For the avoidance of doubt, the Parties agree that in the case described in this paragraph, the rental period is shortened by the delay time. However, if any of the Parties uses the above-mentioned right of withdrawal, each Party is obliged to return to the other Party everything received from it under this Agreement, and the other Party is obliged to accept it.

### **§ 3. Rights and obligations of the Tenant**

1. The Tenant is entitled to:
  - a. use the Room or flat and the Common Parts, under the terms specified in the Regulations,
  - b. to receive guests in the Room or flat only in their presence, under the terms specified in the Regulations, if the other co-users of the Room or flat do not object, the Tenant is responsible for any damage caused by the Tenant's guests to the Room or flat as for his own actions,
  - c. change the design and furnishing of the Room or flat with the consent of the Landlord and other co-users of the Room or flat.
2. The Tenant is obliged to:
  - a. comply with the provisions of the Regulations,

- b. keep the Room or flat and the Common Parts clean and look after its furnishings, including, in particular, ensuring that the consumption of the Room or flat or the Common Parts he/she uses does not exceed normal use,
- c. use the Student Depot Warszawa Wilanowska with respect to other co-users of the Real estate,
- d. immediately notify the Landlord of noticed failures, damages and cases of violation of the Regulations by third parties, under pain of liability for the consequences of failure to inform about the above events,
- e. ensure that the contact details in his/her account in the Website are kept up to date and that he/she uses the electronic letterbox indicated upon conclusion of the Agreement, through which the Tenant is notified of organisational matters, events in the Student Depot Warszawa Wilanowska, payment history and Rent accounting, etc.
- f. covering the costs of remedying any physical damage found in the Room or flat or in the Common Parts, including those related to equipment, resulting from circumstances occurring on the part of the Tenant or his/her guest during the Lease Term, or after their expiry in the event of the Tenant's failure to release the Room or flat, despite the end of the Lease Term.

The Tenant will repair the damage in accordance with the price list available for inspection at the Student Depot Warszawa Wilanowska reception desk, and will also cover the actual costs of repairing damage to the Room or flat or Common Parts, up to the full amount of the damage to the extent that the nature of the damage is not covered by the above price list.

3. By 11.00 a.m. at the latest on the day of termination of the Agreement, the Tenant is obliged to take all items brought into the Room or flat or Common Parts and to return the Room or flat in a condition not worse than normal wear and tear. This provision shall apply accordingly in the case of the Tenant's accommodation in accordance with the provisions of § 1 section 8 of the Regulations.
4. The Tenant acknowledges and accepts that commercial activities specified by the Landlord are organised in the Commercial Part. The Landlord shall take care to ensure that this activity (including in particular the delivery of goods) does not excessively interfere with residence, learning and rest of the Tenants of Student Depot Warszawa Wilanowska.

#### **§ 4. Rights and obligations of the Landlord**

1. The Landlord is obliged to:
  - a. hand over the Room or flat on the agreed date;
  - b. ensure that the Tenant is able to use (co-use) the Room or flat and the Common Parts, including keeping them in proper technical condition, and performing necessary repairs, technical inspections and servicing in accordance with applicable law;
  - c. ensure periodic cleaning of Common Parts;
  - d. make all repairs and maintenance of Student Depot Warszawa Wilanowska in proper condition.
2. The Landlord is particularly authorized to:

- a. organise cultural and educational activities, exhibitions or promotions on the premises of Student Depot Warszawa Wilanowska without obtaining the consent of the Tenants in this respect,
- b. appoint a Manager which he can make public by posting relevant information at the Student Depot Warszawa Wilanowska reception desk,
- c. install monitoring in places such as the entrance to the Student Depot Warszawa Wilanowska, corridors, staircases, for prevention and security purposes,
- d. enter the Room or flat in a state of emergency, including in particular where there is a risk of damage, flooding, destruction, fire or where there is a reasonable suspicion that in the Room or flat a person requiring assistance is present,
- e. enter the Room or flat in order to carry out necessary repairs, maintenance, sanitary treatments and inspections resulting from the applicable laws or to verify the technical or personal condition of the Room or flat, if it is necessary or advisable to ensure proper functioning of the Real estate, after prior notification (by e-mail to the address indicated in the Application) of the Tenant about the date of the planned undertaking.

## **§ 5. Rules of using the Room or flat and Common Parts**

1. The night-time silence at the Student Depot Warszawa Wilanowska is **from 10:00 p.m. to 07:00 a.m.** the following day.
2. Visits of Tenants by their guests are possible only between 7:00 a.m. and 11:00 p.m. If the Room or flat is multi-person and is shared by more than one person, visits are possible if none of the persons sharing the Room or flat raises an objection, which should be forwarded to the Student Depot Warszawa Wilanowska Manager.
3. The Tenant's guest may stay overnight after registering the person at the Student Depot Warszawa Wilanowska reception and paying a fee of PLN 30 per 1 night, but no more than 5 times per month, provided that no objection is raised by any co-occupants of the Room or flat. At times other than those indicated in section 2 above, the Tenants and guests who have received written consent of the Lessor at the request of the Tenant are entitled to enter the Student Depot Warszawa Wilanowska. A stay longer than 5 days in a month is possible upon prior arrangement in writing with the Student Depot Warszawa Wilanowska Manager, at least 7 days in advance of the date of the guest's visit to the Tenant, in case of single-person flats. For the sake of comfort of the co-occupants, such consent may be obtained only in exceptional cases in multi-bed rooms or flats.
4. A guest visiting the Tenant is obliged to provide the Landlord or a person authorized by the Landlord with his/her data in the form of: name, surname, address of residence and present an identity document. Provision of data is voluntary, however, it is necessary to enter the Student Depot Warszawa Wilanowska, and the persons providing the aforementioned data have the right to access and correct the data provided. The data shall be destroyed after the expiry of the period of limitation of possible claims of the Landlord against the guest of the Tenant.
5. The Landlord reserves the right to delete limit or temporarily suspend visits of the guests of the Tenants to the Student Depot Warszawa Wilanowska in cases when their behaviour makes it difficult for other users to use the Room or flat or Common Parts, including, in particular, they do



not comply with the rules set out in these Regulations and in the event that referred to in § 8 section 4 of the Regulations.

6. Due to the safety of the residents of the Student Depot and order issues, the windows in the Room / flat are only tilt windows (without the possibility of opening them wide). Unlocking this function is possible only in particularly justified cases and takes place at the request of the Tenant, with the final decision being made by the Landlord. The Landlord can unlock the window opening function also in the case of repairs or service works in the Room / flat.
7. The Tenant is obliged to use the Common Parts in accordance with the guidelines introduced by the Landlord, including maintaining order and maintaining sanitary rules in the Common Parts.
8. Within the area of Common Parts, student groups or organizations are allowed to operate, upon prior arrangement with the Landlord.
9. The Landlord is authorized to introduce changes in the scope of using the Common Parts by imposing on the Tenants restrictions as to the number of Tenants simultaneously staying in the Common Parts or the obligation to maintain an appropriate distance between the co-users of the Common Parts or other restrictions imposed on the Landlord under rulings, legal regulations, decisions, recommendations or guidelines of the relevant state authorities.
10. Each person staying on the premises of the Student Depot Warszawa Wilanowska is obliged to observe the Regulations and relevant regulations, including in particular fire safety regulations, which remain publicly available on the premises of the Real estate.
11. In case of improper use by the Tenant of the Room or flat or the Common Parts, which results in the arrival of the Services (emergency patrol, fire brigade, police, electric or gas emergency Service, etc.), the costs related to removing the disturbances, breakdowns and arrival of the relevant Service shall be covered by the Tenant.
12. In the event of any breaches, within the scope referred to in paragraphs 4-9 and in sec. 13 below, the Tenant is entitled to charge a contractual penalty in the amount of PLN 100 for each identified breach.

In the case of the violations referred to in paragraph 4-8 and in sec. 11, the imposition of a contractual penalty on the Tenant by the Landlord depends on adequate to the nature of the infringement the appointment of an additional, deadline for cessation of violations, which the Landlord will specify in the e-mail sent to the Tenant and its ineffective expiry. In the case of repeated violations of the same type, repeated calls are not required for the effective imposition of a contractual penalty.

13. On the premises of the Student Depot Warszawa Wilanowska it is prohibited to:
  - a. conduct business activity, including in particular commercial, production (including alcohol production) or catering activity,
  - b. consume alcohol in the Common Parts,
  - c. consume, manufacture or use in any other manner products, possession of which is prohibited by the relevant legislation,
  - d. store flammable objects (substances) (except cosmetics or other similar objects), toxic or likely to cause danger to people, animals or property,
  - e. keep animals,

- f. make any construction, technical or installation changes,
- g. use cookers, regardless of their power or fuel supply, outside the places designated by the Landlord,
- h. use equipment which may cause damage to installations, in particular in terms of power consumption,
- i. behave in a way that may disrupt the residence, study or rest of others using the Student Depot Warszawa Wilanowska, including in particular the use of above-average sound equipment,
- j. smoke outside the designated areas, including electronic cigarettes that set off a fire alarm in the room and Common Parts,
- k. bring in things that may interfere with sharing a Room or flat or Common Parts,
- l. engage in any activity contrary to mandatory legal provisions,
- m. display posters or announcements, except in places expressly designated by the Landlord,
- n. obstruct the escape routes with any items (corridors, staircases that are escape routes) or store flammable materials on them, etc., under penalty of payment of the contractual penalty in the amount of PLN 100.00 for each found violation. The provisions of the second paragraph of §5 sec. 12 shall apply accordingly.

## **§ 6. Rules for using the Internet**

1. The Landlord shall provide each Tenant who has the appropriate equipment according to separate recommendations of the Landlord with access to the Internet, using the infrastructure in the Student Depot Warszawa Wilanowska.
2. The network speed and other technical conditions depend on the network infrastructure at Student Depot Warszawa Wilanowska and the number of users.
3. The network is made available by providing the Tenant with a login and password and assigning an individual IP number.
4. The Tenant is not allowed to use the network for any activity that is illegal, contrary to the law, good manners, threatening network security, and in particular:
  - a. use the network for illegal activities, e.g. by sending, making available or using content or materials violating the rights of third parties, especially those which are the subject of intellectual property protection not belonging to the User,
  - b. transmit or make available content that may violate personal rights,
  - c. use the network for the mass distribution of unsolicited advertising content,
  - d. distribute computer viruses and other programs that may damage Internet users' devices,
  - e. use the P2P applications,
  - f. provide third parties with data that allow to access the network,
  - g. carry out commercial activities through the network,

- h. take any other action that may be considered potentially dangerous to the functioning of the network, in particular: attempt to gain access to any network resources to which the User is not entitled, attempt to bypass the wireless security measures, start up Website servers on devices connected to the network, etc.
- 5. The Tenant is obliged to:
  - a. properly protect his/her devices against unauthorized access from outside,
  - b. comply with the Landlord's recommendations on the proper operation of the network,
  - c. report any irregularities noted in connection with the operation of the network.
- 6. In the event of non-compliance with the provisions of § 6 sections 4 or 5 above, the Landlord may temporarily or permanently disconnect the Lessor from network access.

### **§ 7. Terms of payment of the Rent and Deposit**

- 1. The Tenant undertakes to pay the Rent to the Landlord.
- 2. The Rent shall be paid by the 5<sup>th</sup> day of each month, in advance, and in the case of the first month of the Lease Term, on the Handover Day at the latest, to the bank account indicated by the Landlord. The change of the bank account may be communicated to the Tenant in particular by e-mail or through the user account in the Website.
- 3. If, due to the termination date of the Agreement, the Agreement shall not cover a full calendar month, the Rent shall be calculated proportionally to the number of days of the Agreement's validity in a given calendar month. If, in accordance with the Lease Term, the end date of the Agreement falls on a different day than the last day of a calendar month, the Tenant shall be obliged to pay for that month the proportional Rent in accordance with the preceding sentence, with such proportional Rent being payable:
  - a. by the 5<sup>th</sup> day of the month preceding the month for which the proportional Rent shall be due, or
  - b. on another date set by the Lessor,whereby the Landlord shall be entitled at any time during the Lease Term to indicate to the Tenant which method for settlement of the last Rent is chosen. The Landlord shall notify the Tenant about the choice made by means of the electronic mail address of the Tenant's letterbox, indicated during conclusion of the Agreement or in writing.
- 4. The deposit shall be paid to the bank account indicated by the Lessor and is not subject to interest.
- 5. The Landlord may introduce the possibility of payment via the payment gateway operated by the online payment system operator: Autopay S.A. with its registered office in Sopot, 81-718 Sopot, ul. Powstańców Warszawy 6, NIP 585-13-51-185.
- 6. If there is a need to return funds for a transaction made by the User with a payment card, the Website Provider will refund to the bank account assigned to the payment card of the User.
- 7. In the case of card payments, the completion date is counted from the moment of positive authorization of the transaction. Available payment methods: Payment cards: Visa, MasterCard, bank transfers.

8. In the event of non-payment of the Rent or other amounts due resulting from the Agreement (including for damages to the Student Depot Warszawa Wilanowska or contractual penalties specified in the Agreement) on time, the Landlord may settle the Deposit, of which it is obliged to notify the Tenant, in particular by e-mail. In such case the Tenant is obliged to supplement the Deposit within 7 days from the date of such notification. The Landlord may satisfy his claims against the Tenant from the deposit at any time, also after the termination or expiry of the Agreement.
9. When paying the Rent or other payments by bank transfer by the Tenant, the name, surname and number of the currently occupied Room or flat shall be indicated in the title of the transfer each time.
10. For the avoidance of doubt, the Rent is due to the Landlord from the Tenant throughout the Lease Term, regardless of whether the Tenant actually uses the Room or flat.

### **§ 8. Amendments to the Regulations or the Agreement**

1. The Landlord may amend the provisions of the Regulations only for an important reason: including i.e.:
  - a. organisational change (provided that such change does not lead to an increase in the burden on the Tenant and does not infringe his/her interests),
  - b. technical possibilities, or
  - c. resulting from mandatory legislation, a court decision or an authority decision,to the extent in which such reason will affect the conditions of rendering Websites by the Landlord specified in the Regulations or provisions of the Regulations, by hanging it at Student Depot Warszawa Wilanowska and notifying the Tenant about the changes via the Tenant's e-mail.
2. Subject to the provisions below, the new Regulations shall enter into force within 14 days from the date on which it is posted at Student Depot Warszawa Wilanowska and the Tenant is notified of the amendments via the Tenant's e-mail.
3. In case of lack of agreement to the amendment in the Regulations, the Tenant may, within 14 days from the date of notification of the amendment of the Regulations, terminate the Agreement with one month's notice, effective at the end of the calendar month. Until the end of the notice period, the Regulations in the wording preceding such amendment shall apply to the Agreement.
4. The Tenant acknowledges that in the event of a State of Epidemic or other epidemic on the territory of the Republic of Poland being in force, the Landlord may introduce restrictions as regards the admission of the Tenant's guests to the Student Depot Warszawa Wilanowska, as well as restrictions as regards the manner of using the Common Parts, including the introduction of new sanitary requirements in accordance with applicable laws or guidelines or recommendations of state administration bodies.
5. Neither party to this Agreement shall be liable for non-performance or improper performance of its contractual obligations in the event of Force Majeure. In the event of inability to perform the obligations under the Agreement as a result of Force Majeure, the Party invoking the occurrence of Force Majeure shall be obliged to immediately notify the other Party of its occurrence and prove inability to perform the Agreement as a result of Force Majeure. If such an event makes the performance of particular obligations impossible, it shall result in suspension of those obligations

under the Agreement for the duration of the Force Majeure. In addition, this Party shall endeavour to resume fulfilment of its obligations as soon as possible.

## **§ 9. Termination of the Agreement**

1. The Agreement ends with the end of the Lease Term or is terminated (as a result of notice or withdrawal) in the cases provided for in the Agreement. After the conclusion of the Agreement, the Lease Term may be changed by agreement of the Parties concluded in particular at the Tenant's request expressed only in writing or by e-mail (both forms under the pain of ineffectiveness), and for the effectiveness of this agreement, the Landlord's consent in writing or by e-mail (both forms under the pain of ineffectiveness).
2. The Landlord is entitled to terminate the Agreement without a notice period in case:
  - a. if the Lessee grossly or persistently violates the Agreement (or these Regulations, which are a part thereof) or by his/her inappropriate behaviour makes the use of other Rooms or flats in the Student Depot Warszawa Wilanowska or the Real estate onerous, especially in the case referred to in § 5 sections 4, 5, 6, 7 and 8 of the Regulations,
  - b. of failure to pay or supplement the Deposit within the dates indicated in the Regulations,
  - c. when the Tenant has given the Room or flat for use to a third party without the written consent of the Landlord,
  - d. of the Tenant's delay in paying the Rent for at least two full payment periods, within the deadline resulting from the Regulations, despite issuing an additional request, containing a one-month deadline for payment; the request by the Landlord by electronic means shall be deemed effective,
  - e. of Tenant's failure to comply with the disposition resulting from the statement contained in § 1 section 8 of the Regulations,
  - f. of repeated cases of the Tenant's improper use of the Room or flat and/or the Common Parts in the manner specified in § 5 section 9 of the Regulations,
  - g. of the Tenant's failure to comply with the prohibitions and orders introduced by the Landlord in the event of a State of Epidemic or other epidemic on the territory of the Republic of Poland under applicable laws, decisions, rulings and guidelines and recommendations of government administration bodies.
  - h. fails to collect the Room or flat within the time limit specified in § 2 sec. 5 of the Regulations, despite the Landlord's readiness to hand over the Room or flat to the Tenant, for reasons other than the occurrence of a material defect, as referred to in § 2 sec. 5 points (i) - (ii) of the Regulations.

The termination of the Agreement by the Landlord may be made, in particular, by e-mail after a prior written reminder to the Tenant with an indication of the violation and the Tenant's failure to respond adequately within 7 working days. The above call does not apply to the circumstances referred to in point (a). d and h above. In the event of repeated violations of the same type, repeated notices are not required for effective termination of the Agreement.

3. The Tenant may terminate the Agreement in the event of:

- (i) failure to hand over the Room or flat for reasons specified in § 2 sec. 5 points (i) - (ii) of the Regulations;
- (ii) when the Room or flat during the Lease Term has significant defects that prevent the User from using the Room or flat for residential purposes;
- (iii) gross or persistent breach of the provisions of the Agreement or the Regulations.

The termination of the Agreement by the Tenant may be made, in particular, by e-mail after a prior written reminder to the Landlord with an indication of the breach and lack of an adequate response from the Landlord within 7 working days.

4. On the last day of the Agreement's validity, by 11.00 a.m. at the latest, the Tenant shall return the Room or flat to the Landlord, together with the keys and additional equipment, if it was handed over to him/her. In the event of delay in returning the Room or flat, the Lessor is entitled to charge a contractual penalty in the amount of 1/15 of the Rent for each day of delay. This provision shall apply accordingly in the case of the Tenant's accommodation in accordance with the provisions of § 1 section 7 of the Regulations.
5. Subject to other provisions of the Regulations, in the event of termination of the Agreement and return of the Room or flat and keys without reservations, the Deposit shall be returned to the Tenant by bank transfer within 14 working days from the date on which the Tenant provides the Landlord with the bank account number to which the Deposit is to be returned. The return of the Deposit shall be made in the nominal amount in the PLN currency, paid by the Tenant, thus the Tenant acknowledges that the Landlord shall not be obliged to cover the costs of the transfer made, in particular the costs of transaction handling or currency conversion. The Parties shall draw up a Handover Protocol on the return of the Room or flat, keys and possibly other movables transferred to the Tenant. Both the return of the Room or flat, the keys and drafting of the Handover Protocol are possible during the working hours of the Student Depot Warszawa Wilanowska administration office.
6. On the last day of the Agreement's validity, the Tenant is obliged to hand over to the Landlord the Room or flat in a non-deteriorated condition, taking into account normal wear and tear, drained emptied of the Tenant's personal items and in good sanitary condition. In the event that the Tenant provides a Room or flat in poor sanitary condition or with the Tenant's personal belongings, the Landlord is authorized to charge the Tenant with the actual costs of bringing the Room or flat to the proper sanitary condition, over the amount of the Service Fee. These costs will have a market value, and the Landlord will not charge additional fees or margins.
7. Without prejudice to the provisions of section 5 above, in the absence of a reported return of the Room or flat and keys for reasons dependent on the Tenant, the Landlord shall have the right to retain the paid deposit as a security for the purpose of making a deduction from the costs referred to in § 9 section 10 of the Regulations. By reasons dependent on the Tenant, the Parties shall understand, in particular, the Tenant's failure to appear on the day of returning the Room or flat or the Tenant's failure to join the reported return of the Room or flat.
8. In the event of termination of the Agreement by the Landlord without observing the notice period in accordance with section 2 letters a, c, d, e, f and g of this paragraph, the Landlord is entitled to deduct the Deposit paid on account of the outstanding Rent or other fees due to the Landlord.
9. In the case of:
  - a. termination of the Agreement for any reason; or

- b. the Tenant moving out of the Room or flat before the end of the Agreement, regardless of whether a reported return of the Room or flat was made; or
  - c. return by the Tenant of the Room or flat under of the Handover Protocol after the end of the Agreement;
  - d. failure to return the Room or flat or not emptying it in the case specified in § 1 section 7 of the Regulations, and leaving by the Tenant any items in the Room or flat, the Landlord is entitled to secure them, remove from the Room or flat and deposit in the place and in the manner chosen by the Landlord, in particular in the warehouse. In the event of exercising the above right, the Landlord shall immediately notify the Tenant by e-mail of the place of storage of the items left by the Tenant and call for their collection, setting a period of at least 7 days for this purpose. After the expiry of the above deadline, the items left behind will be considered abandoned by the Tenant with the intention of getting rid of their property, and the Landlord will have the right to get rid of them, without liability for any damage to the Tenant's property resulting therefrom, unless otherwise stipulated in applicable law or the Tenant by his behaviour will express that his will is not to get rid of the items. However, in a situation where the Tenant does not collect the goods and the intention to get rid of them cannot be interpreted, then the provisions of the generally applicable law on found property shall apply accordingly. All costs of securing, transporting and storing the items are borne by the Tenant, who will be obliged to return them to the Landlord.
10. The use by the Tenant of the Room or flat, after the expiry of the Agreement, in no case may be considered as an extension of the Lease Term;
11. If the Tenant uses the Room or flat after the end of the Agreement, regardless of other obligations incumbent on the Tenant, the Tenant will be obliged to pay the Landlord remuneration for non-contractual use of the Room or flat in the amount of 1/15 of the Rent for each commenced day of non-contractual use of the Room or flat.
12. In the event of termination of the Agreement due to the fault of the other Party, the Party will be entitled to demand the payment of a contractual penalty from the other Party in the amount of 2 (two) months' Rent (or in the amount equivalent to the Rent due for the remaining term of the Agreement, period less than 2 months left).

## **§ 10. Delivery**

1. In the event of a change in the Tenant's data (including a change of the delivery address or e-mail address), he is obliged to immediately inform the Landlord about the change, under pain of, inter alia, recognition as effectively delivered correspondence sent to the last delivery address correctly indicated by the Tenant. The Tenant is obliged to inform in writing an employee of the Student Depot Warszawa Wilanowska administration office or to the Landlord's e-mail address for contact with the Tenant about the change of his data. In the event of a change of the e-mail address, all provisions of the Regulations relating to the Tenant's e-mail address indicated during the conclusion of the Agreement will include such change.
2. The Landlord is also obliged to inform the Tenant of any changes to the delivery address or e-mail address, under pain of, inter alia, recognition as effectively delivered correspondence sent to the last delivery address correctly indicated by the Landlord.

3. Delivery by e-mail, except for situations expressly provided for in the Agreement, shall be deemed equivalent to delivery by registered mail or courier.

4. Correspondence sent via e-mail will be treated as effectively delivered on the day of sending the e-mail to the properly indicated e-mail address of the other Party.

### **§ 11. Information obligation regarding a visa**

1. The Tenant (foreigner), who is required to obtain a visa authorizing him to enter and stay in the territory of Poland, shall inform the Landlord about the fact of being granted or denied such a visa immediately, however not later than 30 days before the planned handover of the Room or flat, at the e-mail address: [wilanowska@studentdepot.pl](mailto:wilanowska@studentdepot.pl). The above information about the Tenant's visa status will also be granted to the Landlord upon his written request.

2. If the Tenant does not have a valid visa 30 days before the planned date of handing over the Room or flat, will not have a valid visa and will not present it at the request of the Landlord, then the Landlord is entitled to terminate the Agreement with immediate effect by sending the Tenant information about the termination of the Agreement to the e-mail address indicated by the Tenant in Application.

### **§ 12. Final provisions**

1. The current version of the Regulations is available at any time at [www.studentdepot.pl](http://www.studentdepot.pl) and may be recorded by the Tenant at any time by printing it, saving it on a suitable medium or downloading it at any time from the Service's website.
2. The parties have the right to pursue claims exceeding the reserved contractual penalty, in particular the contractual penalty referred to in § 5, section 10 and § 9, section 4 of the Regulations.
3. Transfer of all or part of rights or obligations under the Agreement by one of the Parties to third parties requires the consent of the other Party expressed in writing, unless the Agreement expressly provides otherwise, provided that the Landlord shall be entitled to assign all or part of its rights (including its present and future rights, receivables and claims) under the Agreement, without the Tenant's consent, to a bank or a financial institution financing or refinancing (i) the Landlord or (ii) the development of building consisting of the Student Depot Warszawa Wilanowska.
4. Any amendments to the Agreement, including the extension of its validity (the Parties exclude the application of Article 674 of the Polish Civil Code), must be made in writing, under the pain of ineffectiveness, subject to exceptions expressly provided for in the Agreement or the Regulations.
5. The validity and effectiveness of the Regulations shall not be affected by the ineffectiveness or invalidity of individual provisions thereof or by gaps in the regulations. An ineffective or invalid provision or a regulatory gap will be replaced by the Parties or supplemented by a provision - in the light of the law - valid and effective, which to the greatest extent corresponds to the meaning and purpose of the ineffective or invalid provision or other provisions of the Regulations.
6. Any disputes between the Parties will be examined during the term of this Agreement and after its termination or expiry, by Polish courts.