

# **REGULATIONS – TERMS AND CONDITIONS OF CONCLUSION OF A REMOTE LEASE AGREEMENT AND USE OF THE STUDENT DEPOT WARSZAWA WILANOWSKA STUDENT HOUSE**

**The terms used in the Regulations shall be ascribed the following meanings:**

1. **Property** – real estate located in Warsaw at ul. Modzelewskiego 54B, plot no. 46, with an area of 0.3834 ha, for which the District Court for Warsaw-Mokotow in Warsaw, 7<sup>th</sup> Division of Land and Mortgage Registers keeps land and mortgage registers no. GD1G/00315823/9, developed with a collective residence building (dormitory) with its accompanying infrastructure.
2. **Student Depot** – part of the Property with the function of collective residence, located on floors 0 to 12.
3. **Shared Spaces** – parts of Student Depot designated for shared use by those using Rooms or Apartments at Student Depot.
4. **Rent** – monthly rent, as defined in section 4(4.1) of the Lease Agreement, payable under the terms and conditions indicated in § 7 of the Regulations.
5. **Handover Date** – the date on which Landlord hands over the keys to the Room and/or Apartment to Tenant at the Student Depot, indicated by Tenant in the App and/or otherwise agreed upon between Tenant and Landlord, but not earlier than falling on the first day of the Lease Term indicated in the Lease Agreement; the Handover Date shall not affect the initial date of the Lease Term from which the Rent payment is calculated.
6. **Deposit** – money paid by Tenant as security for Landlord's claims related to the Agreement, in an amount equivalent to the gross monthly Rent, payable under the terms and conditions stipulated in the Regulations.
7. **Service Fee** – an administrative fee covering Landlord's handling of the booking process, as well as cleaning and disinfecting services for shared areas in the amount indicated in the Agreement, payable each time the Agreement is concluded, unless otherwise specified in the Regulations; notwithstanding the provisions of § 9(6) of the Regulations, the Service Fee shall not be subject to billing.
8. **Landlord** – 5th Inwestycje 8 sp. z o.o. with its registered office in Warsaw (00-073) at Plac Marszałka Józefa Piłsudskiego 2, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register under KRS no.: 0000703105, REGON [Polish Business Registry Number]: 368712327, NIP [Polish Tax ID Number]: 5213801330, share capital: PLN 3,009,100.00
9. **Tenant** – the person using the Room or Apartment under the Agreement who is at least 16 years of age.
10. **Lease Term** – the period during which User is entitled to use the Room and/or Apartment in accordance with the Regulations, selected by User when concluding the Agreement and indicated in the Agreement, not to exceed twelve (12) months.

11. **Room or Apartment** – the room designated by Landlord and/or Manager at Student Depot (consistent with the housing option at the Website selected by Tenant during the process of concluding the Agreement), which Tenant is entitled to use under the Agreement, together with the equipment specified in the Certificate.
12. **Website** – the web portal at [www.studentdepot.pl](http://www.studentdepot.pl).
13. **App** – an electronic web application located on the Website, allowing for conclusion of the Agreement.
14. **User** – any person who uses the Website, in particular to conclude an Agreement.
15. **Service Provider** – Website owner.
16. **Force Majeure** – an extraordinary event, existing and/or likely to occur in the future, which affects the performance of the Agreement, and: (i) is caused by causes beyond the control of either Party, (ii) which could not have been foreseen at the time of execution of the Agreement, and (iii) the consequences of which could not have been prevented, even after taking all reasonable measures to avoid such events.
17. **Epidemic Emergency** – on the basis of the Decree of the Minister of Health and/or other body and/or on other legal basis on the territory of the Republic of Poland, an ongoing state of epidemic with its consequences, including introduced in legal acts issued by public bodies of the European Union and/or the Republic of Poland prohibitions and orders for certain actions, as well as guidelines (Ministry etc.) and recommendations introduced by state administration bodies (Chief Sanitary Inspector etc.).
18. **Party** – Landlord or Tenant (User), respectively. It is stipulated that a Party to the Agreement on the part of Tenant may not be an individual who is under 16 years of age, unless Landlord decides otherwise. Simultaneously, in order to conclude an Agreement with a Tenant who is 16 years of age or older, but under 18 years of age, the consent to the conclusion of and/or confirmation of the Agreement by a legal representative shall be required in accordance with applicable laws.
19. **Parties** – Landlord and Tenant (User) jointly.
20. **Regulations** – these regulations, constituting, inter alia, the terms and conditions for concluding a remote lease agreement for a spot at Student Depot, whereby in case the conditions referred to in § 2(4) of the Regulations are met, these Regulations shall simultaneously be an integral part of the Agreement concluded by the Parties.
21. **Agreement** – a lease agreement for renting a Room or Apartment at Student Depot, concluded in accordance with § 2 of the Regulations.
22. **Certificate** – a handover certificate drawn up upon handover and return of a Room or Apartment in accordance with the provisions of the Regulations.
23. **Manager** – an entity designated by Landlord to perform Landlord's duties on an ongoing basis, including, in particular, Student Depot security, administration and ongoing repairs. In the case of the appointment of a Manager, in these Regulations, Landlord shall be properly construed to include said Manager. Manager shall also be authorized to enter into Agreements and to make any representations under and/or in connection with the concluded Agreements.

## **§ 1 Subject Matter of the Agreement**

1. By taking the actions set forth in these Regulations and subject to the terms and conditions set forth herein, Landlord leases, and Tenant accepts for lease, a Room or Apartment for occupancy for the period of the Lease Term, subject to the modifications referred to in § 9(1) of the Regulations.
2. The handover of the Room and/or Apartment keys shall take place on the Handover Date in accordance with the terms and conditions set forth below in this section.
3. The Agreement shall be concluded remotely (within the meaning ascribed to this term by the Consumer Rights Act of May 30, 2014, as amended) by means of the Website through the App, as further described in § 2. The conclusion of the Agreement outside the Website may be made in writing, in case Landlord expressly consents to it, in which case the Agreement shall be concluded at the Property and/or at another place agreed by the Parties. The consent referred to in the preceding sentence may be given in particular by an authorized employee of Landlord.
4. Rooms or Apartments at Student Depot are single and/or multi-person rooms. In the case of single and/or multi-person rooms or apartments, other persons besides Tenant in the number indicated in the room and/or apartment description posted on the Website shall be authorized to use such rooms or apartments. The room and/or apartment description published on the Website shall also include other parameters of the room and/or apartment, which shall be binding for the Parties. Tenant shall choose the type of room or apartment in the App. Landlord shall not be responsible for the selection of the persons cohabiting the room or apartment, and thus Tenant shall make the selection of the room and/or apartment at his/her own risk.
5. Within two (2) days from the Handover Date, Tenant shall be entitled to report to Landlord, shortcomings, faults and defects of the Room and/or Apartment and/or shortcomings, faults and defects of movables (including furniture) located in the Room and/or Apartment. If the above are not reported within the aforementioned time limit, it shall be deemed that the Room and/or Apartment has been handed over without reservation, which shall mean that at the return of the Room and/or Apartment, Tenant may not invoke shortcomings, faults nor defects existing at the Handover Date and not reported within this procedure, unless Landlord knew about them beforehand. Any defects reported by Tenant shall be written down in the presence of Landlord's representative in the form of a Certificate. Tenant shall receive one (1) set of keys upon receipt of the Room or Apartment. Loss of keys shall be immediately reported to Landlord. For loss of and/or damage to:
  - a. the keys, Landlord will charge Tenant a fee of PLN 200; and/or
  - b. the tag/access card, Landlord will charge Tenant a fee of PLN 50.
6. Tenant shall be obliged to pay the fees specified in § 1(5)(a-b) to Landlord when Landlord hands over a new key set and/or key tag/keychain to Tenant. The furnishings of the Room or Apartment shall be specified in the Certificate and correspond to the standard of the Room or Apartment selected by Tenant in the App.
7. Along with the lease of the Room or Apartment, Tenant shall be entitled to:
  - a. use the Shared Spaces with others, under the terms and conditions indicated in § 5 of these Regulations;
  - b. use the Internet, under the terms and conditions indicated in § 6 of these Regulations.

8. The Room and/or Apartment number shall be assigned in the course of the Agreement conclusion procedure specified in § 2 of the Regulations. In doing so, Landlord represents that the reservation system shall assign the Room and/or Apartment number randomly, taking into account the standard, type of Room and/or Apartment and possibly other criteria selected by User during the Agreement conclusion process. Bearing in mind the need to comprehensively manage Room and/or Apartment reservations at Student Depot and to adapt the reservations to the needs and expectations of Tenants, Landlord reserves the right to change the Room and/or Apartment number prior to its transfer to Tenant. In any such case, the Room and/or Apartment will be exchanged for a Room and/or Apartment of the same and/or better standard than the one selected by User during the Agreement conclusion process. In order to exercise the right to change Rooms and/or Apartments, a unilateral statement by Landlord to Tenant in documentary form (e-mail) issued no later than the date of transfer of the Room and/or Apartment, in which Landlord will indicate to Tenant the new Room and/or Apartment number, shall be required. The change made pursuant to this paragraph must not involve an increase in the Rent; otherwise it shall be ineffective against Tenant. The change of Rooms and/or Apartments shall also not constitute an amendment to the content of the Parties' Agreement as to the change of the subject matter of the Agreement and shall not require written form.
9. The Room or Apartment assignment within Student Depot in the Lease Term may also be subject to change, based on the statement made to Tenant by Landlord or Manager with a 3-days' notice, in documentary form (e-mail), in case of occurrence of circumstances preventing further occupancy of the Room and/or Apartment by Tenant during the Lease Term, in particular necessity to perform construction and/or renovation works, occurrence of breakdown and/or disinfection. The standard and furnishings of the Room or Apartment to which Tenant will be rehoused shall remain unchanged. Tenant shall be obliged to meet the set deadline for changing the rented room within the Student Depot.

## **§ 2 Conclusion of Agreement**

1. The Agreement shall be concluded by performing the following actions:
  - (a) User creates an account on the Website in accordance with the instructions and guidelines specified by the Service Provider;
  - (b) User provides personal information necessary to create an account and conclude an Agreement;
  - (c) User fills in the data in the Website according to the included guidelines indicated in the App, including the Lease Term and also the type of Room or Apartment;
  - (d) After filling in the reservation request, the Agreement generated in the App is subject to claiming by User. Tenant will receive a confirmation of the Agreement to the e-mail address indicated by Tenant, no later than two (2) business days after filling out the reservation request.

In case of lack of available spots at Student Depot, System failure beyond Landlord's control and/or other extraordinary circumstances making it impossible to conclude the Agreement, Landlord will not be obliged to conclude the Agreement, of which User will be informed by e-mail within two (2) business days from the payment of the Deposit and Service Fee (§ 2(1) of the Regulations) and/or payment of Service Fee (§ 2(2) of the Regulations) and/or receipt by User of an e-mail with reservation details (§ 2(3) of the Regulations).
  - e) In order to conclude the Agreement, User shall pay in:
    - (i) the Service Fee subject to (g) below; and

ii) the Deposit depending on the selected rental option in full and/or, in case of circumstances described in paragraph (f) below, in the missing portion indicated by Landlord. Payment of the Deposit and Service Fee shall be made to Landlord's bank account by the date indicated in the App. The Parties may establish other dates for payment of the Deposit and Service Fee by User by virtue of agreement.

f) If User pursuing the conclusion of the Agreement in accordance with the procedure described in this section has already paid funds as the deposit towards a lease agreement concerning another Room or Apartment located at Student Depot and/or towards the same Room or Apartment, and the Agreement is concluded for a specified consecutive fixed lease period, User shall only be required to pay the Deposit 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 towards the previous lease agreement, which would be returned pursuant to § 9(5) of the Regulations.

By concluding the Agreement in accordance with the Regulations, User simultaneously agrees to Landlord's possible accrual of the previously paid and refundable deposit toward the Deposit.

User shall be informed by Landlord about the amount of the missing Deposit no later than within fourteen (14) days as of the termination of the previously effective agreement, and User shall be obligated to pay the indicated missing Deposit within the following two (2) days. During said period, User may dispute the amount of the missing portion of the Deposit indicated by Landlord, which must be done in writing. If User successfully contests the amount of the missing portion of the Deposit indicated by Landlord, the provisions of this item shall not apply, and thus the settlement of the deposit paid towards the previously effective lease agreement shall be made pursuant to the Regulations and applicable laws. In order to conclude the Agreement, User shall then be obligated to pay the Deposit in full, within two (2) days of informing Landlord of the disputed amount of the missing portion of the Deposit.

The provisions of § 2(1)(f) shall not apply if User enters into an additional lease agreement, i.e. if User intends to rent more than one Room or Apartment.

(g) Landlord reserves the right to waive the collection of the Service Fee from Tenant and/or a potential new tenant. In any such case, payment of the Service Fee shall not be a prerequisite to conclude the Agreement.

2. Except as otherwise provided in the Regulations, the conclusion of the Agreement shall be subject to Tenant's payment of the Deposit and Service Fee within the period specified in the Regulations. If Tenant fails to pay the Deposit and Service Fee within the period specified in the Regulations, the conclusion of the Agreement shall not occur and Landlord may offer the Room and/or Apartment indicated in the Agreement to another prospective tenant.

The final conclusion of the Agreement shall be reached:

- 2.1. **For Agreements concluded without the procedure specified in paragraph 1(f) above:** In case of the combined fulfillment of the following prerequisites: (i) the Deposit has been paid in, (ii) the Service Fee has been paid in, and (iii) Landlord has failed to inform User that the Agreement cannot be concluded due to lack of available spots, failure of the System beyond Landlord's control and/or other extraordinary circumstances preventing the conclusion of the Agreement – within two (2) consecutive business days of the date of payment of the Deposit and Service Fee.
- 2.2. **For Agreements concluded taking into account the procedure specified in paragraph 1(f) above and the necessity to pay the Service Fee:** In case of the combined fulfillment of the following prerequisites: (i) the Service Fee has been paid in and (ii) Landlord has failed to inform User that the Agreement cannot be concluded due to lack of available spots, failure of the System beyond Landlord's control and/or other extraordinary circumstances preventing the conclusion of

the Agreement – within two (2) consecutive business days of the date of payment of the Service Fee.

**2.3. For Agreements concluded taking into account the procedure the procedure specified in paragraph 1(f) above and Tenant's exemption from the obligation to pay the Service Fee:**

In the event that Landlord fails to inform User that the Agreement cannot be concluded due to lack of available spots, , failure of the System beyond Landlord's control and/or other extraordinary circumstances preventing the conclusion of the Agreement – within the next two (2) business days of User's receipt of the e-mail with the details of the reservation.

3. Landlord reserves the right to refuse to conclude the Agreement in the event of the occurrence of any circumstance constituting grounds for termination of the Agreement without observance of the notice period referred to in § 9(2(a-h) of the Regulations during the term of the previous agreement between the Parties. Landlord shall inform User of the exercise of 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 User/Tenant under the age of 16, regardless of any subsequent consents and/or confirmations of concluding the Agreement by the legal representative.

4. The keys to the relevant Room or Apartment will be issued at Student Depot after all payments necessary to conclude the Agreement have been credited and Tenant's identity document has been presented. Claiming of the Room or Apartment and issuance of the keys may take place no earlier than on the Handover Date from 2.00 pm onwards.

5. If Tenant does not claim the Room and/or Apartment on the Handover Date either for the next 3 (three) business days or does not arrange another Handover Date with Landlord within that time, Landlord shall have the right to terminate the Agreement with immediate effect by sending Tenant notice of termination to the e-mail address indicated in the App, subject to the provisions of paragraph 6 below. Landlord may then retain the equivalent of the Deposit paid by Tenant for early termination of the Agreement due to Tenant's fault. The Parties agree that the aforementioned right of termination shall not apply to User's failure to claim the Room or Apartment due to:

(i) the occurrence of causes attributable to Landlord and/or

(ii) refusal to claim the Room or Apartment for other reasons relating to material defects in the Room or Apartment that prevent User from using the Room or Apartment for residential purposes; for the avoidance of doubt, the Parties agree that other defects in the Room or Apartment (defects) that do not prevent User from using the Room or Apartment for residential purposes may not constitute grounds for refusal to claim the Room or Apartment by User.

6. In the event that User fails to proceed with the handover of the Room or Apartment on the Handover Date due to the Epidemic Emergency-induced and resulting legal prohibition and/or injunction preventing the User from travelling (including User's crossing the borders of the Republic of Poland) to claim the Room or Apartment on the Handover Date, Tenant shall have the right to terminate the Agreement with immediate effect within the following 14 days by submitting a clear declaration of intent to Landlord by e-mail.

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

1. Tenant shall be authorized:

- a. to use the Room or Apartment and Shared Spaces under the terms and conditions of the Regulations;
- b. to receive guests in the Room or Apartment only in his/her presence, under the terms and conditions of the Regulations, if the other co-users of the Room or Apartment do not object, with Tenant being responsible for any damage caused by Tenant's guests in the Room and/or Apartment as for his/her own actions;

c. to make changes to the decor and furnishings of the Room or Apartment with the consent of Landlord and the other co-users of the Room or Apartment.

2. Tenant shall be obligated:

a. to remain compliant with the Regulations;

b. to keep the Room or Apartment and Shared Spaces in a clean condition and take care of their equipment, including, in particular, ensuring that the wear and tear on the Room or Apartment and/or Shared Spaces used by him/her does not exceed ordinary, normal wear and tear;

c. to use the Student Depot with respect for the other co-users of the Property;

d. to promptly inform Landlord about noticed failures, damage and cases of violation of the Regulations by third parties, otherwise Tenant shall be liable for the consequences of failure to inform about the above events;

e. to ensure that the contact details in his/her Website account are up-to-date and to ensure the current use of the electronic mailbox indicated during the conclusion of the Agreement, through which Tenant is notified of organizational matters, events at Student Depot payment history and posting of Rent, etc.;

f. to cover the cost of repairing any property damage found in the Room or Apartment and/or in the Shared Spaces, including to fixtures and fittings, and arising from circumstances on the part of Tenant and/or his/her guest during or after the Lease Term in the event of Tenant's failure to return the Room or Apartment, despite the termination of the Lease Term.

Tenant shall repair the damage in accordance with the price list attached as Annex 1 to the Regulations, and shall pay the actual cost of repairing the damage to the Room and/or Apartment and/or the Shared Spaces, up to the full amount of the damage to the extent that the nature of the damage is not covered by said price list.

3. Tenant shall remove all items brought into the Room or Apartment and/or Shared Spaces and return the Room or Apartment in a condition not deteriorated beyond ordinary wear and tear, no later than 11:00 a.m. on the date of termination of the Agreement. This provision shall apply mutatis mutandis if Tenant is re-housed in accordance with the provisions of § 1(8) of the Regulations.

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

1. Landlord shall be obligated:

a. to hand over the Room and/or Apartment at the agreed time;

b. to ensure that the Room or Apartment and Shared Spaces can be used (shared) by Tenant, including to maintain them in due technical condition, and perform necessary repairs, technical inspections and servicing in accordance with applicable laws and regulations;

c. to provide periodic cleaning of the Shared Spaces;

d. to make all repairs and keep Student Depot in due condition.

2. Landlord shall be specifically authorized:

a. to organize cultural and educational activities, exhibitions and/or promotions on the premises of Student Depot, without obtaining the consent of Tenants to the above extent;

b. to designate a Manager, which may be made public by posting appropriate information at the reception desk of Student Depot;

- c. to install monitoring devices in places such as the entrance to Student Depot, corridors, for preventive purposes and to increase security;
- d. to enter the Room or Apartment in a state of emergency, including, in particular, when there is a risk of damage, flooding, destruction, fire and/or when there is a reasonable suspicion that there is a person in need of assistance in the Room or Apartment;
- e. to enter the Room or Apartment in order to carry out the necessary repairs, maintenance, sanitary treatments and inspections, resulting from applicable laws and/or to verify the technical condition and/or headcount of the Room or Apartment, if it is necessary and/or expedient to do so in order to ensure the proper functioning of the Property, after giving Tenant at least one day's prior notice (via e-mail to the address indicated in the App) of the date of the planned undertaking.

### **§ 5 Rules for use of the Room or Apartment and Shared Spaces**

1. The quiet hours on the premises of Student Depot shall be in force **from 10:00 pm to 07:00 am** the following day.
2. Visits paid to Tenants by their guests shall be only possible between 7:00 a.m. and 11:00 p.m. If the Room or Apartment is multi-occupied and shared by more than one person, visits shall be possible if none of the persons sharing the Room or Apartment raises an objection, which must be submitted to the Student Depot Manager.
4. Overnight stay of Tenant's guest shall be possible after prior registration of the person at the reception desk of Student Depot and payment of a fee of PLN 30 for 1 night, but no more often than 5 times in a month, provided there is no objection from any co-occupants of the Room or Apartment. During hours other than those specified in paragraph 2 above, Tenant and guests who have received written permission from Landlord at the request of Tenant shall be entitled to enter Student Depot. A stay longer than 5 days per month shall be possible after prior agreement in writing with the Student Depot Manager at least 2 days in advance before the date of the visit of Tenant's guest, in the case of single apartments. Out of concern for the comfort of co-residents, such approval may be obtained only in exceptional cases in rooms or apartments with multiple occupants.
5. Each guest visiting Tenant shall be required to provide Landlord or a person authorized by him with his/her data including first and last name, and present an identification document. Providing the data is voluntary, but necessary to enter the Student Depot, and such data providers shall have the right to inspect the data and correct them. Data will be destroyed after the expiration of the statute of limitations for any claims by Landlord against Tenant's guest.
6. Landlord reserves the right to remove the restriction and/or temporarily suspend the visits of guests of Tenants at Student Depot in cases where by their behavior they impede the use of the Room and/or Apartment and/or Shared Spaces by its other users, including, in particular, failure to comply with the rules set forth in these Regulations and in cases referred to in § 8(4) of the Regulations.
7. For the safety of Student Depot residents and housekeeping issues, the windows located in the Room/Apartment are tilt windows only (they can't be open wide). Unlocking this feature shall be possible only in particularly justified cases and shall be done at the request of Tenant, with the



final decision resting with Landlord. Landlord shall have the option to unblock the function of opening windows wide also in case of repairs and/or maintenance work in the Room/Apartment.

8. Tenant shall be obliged to use the Shared Spaces in accordance with the guidelines put in place by Landlord, including keeping the Shared Spaces tidy and sanitary.
9. Student groups and/or organizations shall be allowed in the Shared Spaces upon prior agreement with Landlord.
10. Landlord shall be entitled to make changes to Tenants' use of the Shared Spaces by imposing on Tenants restrictions on the number of Tenants simultaneously residing in the Shared Spaces and/or the obligation to maintain an appropriate distance between the co-users of the Shared Spaces and/or other restrictions imposed on Landlord by rulings, laws, decisions, recommendations or guidelines of relevant governmental authorities.
11. Each person staying on the premises of Student Depot shall be obliged to comply with the Regulations and relevant regulations, including in particular fire regulations, which remain publicly available in the Property.
12. In case of Tenant's improper use of the Room or Apartment and/or the Shared Spaces, resulting in the arrival of services (intervention patrol, fire department, police, ambulance service for electricity, gas, etc.), the costs associated with the removal of disturbances, malfunctions and the arrival of the relevant services will be paid by Tenant. Notwithstanding Tenant's obligation to pay the aforementioned costs, Landlord shall be entitled to impose a contractual penalty in the amount of PLN 1500.00 (one thousand five hundred Polish zloty and 00/100 groszy) on Tenant whose misuse of the Room or Apartment caused the relevant services to be called in. In order to limit the arrival of fire department units, it is recommended to open the windows instead of the door when there is excessive smoke, e.g. when cooking.
13. In the event of any violations within the scope referred to in paragraphs 4-9 above and in paragraph 13 below, Landlord shall be entitled to charge a contractual penalty in the amount of PLN 100.00 for each violation found.

In the case of violations referred to in paragraphs 4-8 and paragraph 11, the imposition of a contractual penalty on Tenant by Landlord shall be subject to the setting of an additional deadline adequate to the nature of the violations, which Landlord shall specify in the e-mail sent to Tenant, and its ineffective expiration. In the case of repeated violations of the same type, repeated calls shall not be required for effective imposition of said contractual penalty.

14. On the Student Depot premises, it is forbidden:
  - a. to conduct business, including, in particular, commercial, manufacturing (including alcohol production) and/or catering activities;
  - b. to consume alcohol in the Shared Spaces;
  - c. to consume, manufacture and/or in any other way use substances whose possession is prohibited by relevant regulations;
  - d. to store flammable items (substances) (except cosmetics and/or other similar items), toxic and/or that can cause danger to people, animals and/or property;
  - e. to keep animals;
  - f. to make any construction, technical and/or system changes;

- g. to use stoves, regardless of their power and/or fuel, outside the areas designated by Landlord for this purpose;
- h. to use equipment that can cause damage to systems especially due to power consumption;
- i. to behave in a manner that may interfere with the residence, study and/or rest of other users of Student Depot, including, in particular, the use of beyond-the-average sound-propagating equipment;
- j. to smoke tobacco, light candles, incense, cold fires outside the designated areas, including electronic cigarettes that set off the fire alarm in the room and shared spaces;
- k. to bring in items that may interfere with the shared use of the Room or Apartment and/or Shared Spaces;
- l. to undertake any activity contrary to the mandatory provisions of law;
- m. to post posters and/or notices, except in places clearly designated by Landlord for this purpose;
- n. to obstruct escape routes (corridors, staircases being escape routes) and/or store flammable materials, etc. in/on them; the person violating this prohibition shall be obliged to pay a contractual penalty in the amount of PLN 100.00 for each identified case of violation. The provisions of the second paragraph of § 5(1) shall apply accordingly;
- o. to charge all kinds of electric unicycles, including scooters;
- p. to park vehicles outside the places designated for this purpose;
- q. to drive in electric cars and gas cars into the underground parking lot;
- r. to use an electric/gas/induction stove without the stove hood on;
- s. to use user's own heaters, ovens and electric heaters without Landlord's permission;
- t. to interfere with the Souly heat management system and the Internet in terms of the box, reed switches and radiator heads.

## **§ 6 Internet use rules**

1. Landlord shall provide each Tenant possessing suitable equipment according to Landlord's separate instructions with access to the Internet via the infrastructure at Student Depot
2. The network speed and other technical conditions shall depend on the network infrastructure at Student Depot and the number of users.
3. Access to the network shall be made available by giving Tenant the login and password and assigning an individual IP number.
4. Tenant shall not be allowed to use the network for activities that violate the law, good morals, threaten the security of the network, in particular:
  - a. to use the network for illegal activities, e.g., by transmitting, sharing and/or using content and/or materials that violate the rights of third parties, especially those that are the object of intellectual property protection not owned by User;

- b. to upload and/or share content that may violate personal rights;
  - c. to use the network to send unsolicited advertising content in bulk to recipients;
  - d. to spread computer viruses and other programs that can damage Internet users' devices;
  - e. to use systems and applications beyond the average use of the Internet posing a risk of excessive load on the Property's network infrastructure;
  - f. to provide network access data to third parties;
  - g. to conduct commercial activities through the network;
  - h. to undertake any other actions that may be considered potentially dangerous to the operation of the network, in particular: to attempt to access any network resources to which User is not authorized, to attempt to bypass the security measures used for wireless access, to run service servers on devices connected to the network, etc.
5. Tenant shall be obliged:
- a. to properly secure his/her equipment from unauthorized outside access;
  - b. to obey Landlord's recommendations for the proper operation of the network;
  - c. to report any irregularities noticed in connection with the operation of the network.
6. In case of non-compliance with the provisions of § 6(4) and/or (5), Tenant may be temporarily and/or permanently disconnected by Landlord from access to the network.

## **§ 7 Rent and Deposit payment terms**

1. Tenant undertakes to pay the Rent to Landlord.
2. The Rent will be payable by the 5<sup>th</sup> day of each month, in advance, and in the case of payment for the first month of the Lease Term, no later than on the Handover Date if it falls before the 5<sup>th</sup> day of the month, to the bank account indicated by Landlord on the invoice.
3. In the event that, due to the Lease Term, the Agreement does not cover a full calendar month, the Rent will be calculated proportionally to the number of days of the Agreement being in force in the calendar month. In the event that, in accordance with the Lease Term, the termination date of the Agreement falls on a day other than the last day of the calendar month, Tenant will be required to pay the Rent for that month on a pro rata basis in accordance with the preceding sentence, such pro rata Rent being payable:
  - a. by the 5<sup>th</sup> day of the month preceding the month for which the Proportional Pension will be due; or
  - b. on any other date designated by Landlord, provided that Landlord shall be entitled to indicate to Tenant which of the methods of settlement of the last Rent he chooses at any time during the Lease Term. Landlord will inform Tenant of his choice via Tenant's electronic mailbox address indicated at the time of entering into the Agreement and/or in writing.
4. The Deposit shall payable by wire transfer to a bank account designated by Landlord and shall not be subject to interest.

5. Landlord may enter payment through a payment gateway operated by an online payment system operator of his choice.
6. If a refund is required for a transaction made by User with a payment card, the Service Provider will make the refund to a bank account confirmed by Landlord via e-mail.
7. For card payments, the processing time shall be calculated from the moment of positive authorization of the transaction. Available methods of payment: Credit cards: Visa, MasterCard, bank transfers.
8. In case of non-payment of the Rent and/or other dues under the Agreement (including due to damage caused at Student Depot and/or contractual penalties indicated in the Agreement) on time, Landlord may satisfy his claims by setting them off the Deposit, and he shall be obliged to inform Tenant of such set-off, in particular by e-mail. In any such case, Tenant shall be obliged to replenish the Deposit within 7 days as of the date of such notification. Landlord may satisfy his claims against Tenant by setting them off the Deposit at any time, including after termination and/or expiration of the Agreement.
9. When making payment of the Rent and/or other fees by wire transfer by Tenant, please indicate the current lease reference number found in the App and in the "Reservation Information" e-mail in the transfer title.
10. For the avoidance of doubt, the Rent shall due to Landlord from Tenant throughout the Lease Term, independent of whether Tenant actually uses the Room and/or Apartment.

## **§ 8 Amendments to the Regulations and/or Agreement**

1. The provisions of the Regulations may be amended by Landlord only for good cause, including but not limited to,
  - a. an organizational change (as long as such a change does not lead to an increase in the burden on Tenant and does not violate his/her interests);
  - b. technical capacities; or
  - c. due to mandatory laws, court ruling and/or authority decision,to the extent that said cause will affect the terms and conditions of Landlord's provision of the services set forth in the Regulations, and/or provisions of the Regulations, by posting it at Student Depot and informing Tenant of the changes by sending an e-mail to Tenant's e-mail address.
2. Subject to the provisions below, the new Regulations shall become effective within 14 days as of the date of posting at Student Depot and informing Tenant of the changes by sending an e-mail to Tenant's e-mail address.
3. If Tenant does not agree to the amendment to the Regulations, Tenant may terminate the Agreement with one month's notice, effective at the end of the calendar month, within 14 days from the date of notification of the amendment to the Regulations. Until the end of the notice period, the Regulations as they existed before such amendment shall apply to the Agreement.
4. Tenant acknowledges that in the event of an Epidemic Emergency and/or other epidemic on the territory of the Republic of Poland, Landlord may impose restrictions on the admission of Tenant's guests to Student Depot as well as restrictions on the manner of use of the Shared Spaces, including the introduction of new sanitary requirements in the Shared Spaces in accordance with applicable law or guidelines and/or recommendations of government authorities.

5. Neither Party to this Agreement shall be liable for non-performance and/or undue performance of its contractual obligations in the event of Force Majeure. In the event of inability to perform obligations under the Agreement due to the occurrence of Force Majeure, the Party claiming the occurrence of a Force Majeure event shall immediately notify the other Party of its occurrence and prove the inability to perform the Agreement due to the occurrence of Force Majeure. If such an event prevents the performance of particular obligations, this will result in the suspension of said obligations under the Agreement for the duration of the Force Majeure. In addition, said Party will endeavor to perform its obligations as soon as possible.

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

1. The Agreement shall end upon the expiration of the Lease Term and/or shall be terminated (as a result of termination and/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 request of Tenant expressed only in writing and/or by e-mail (either form is required for such consent to be valid), with Landlord's consent in writing and/or by e-mail (either form is required for such consent to be valid) required for this agreement to be effective.
2. Landlord may terminate the Agreement without notice in the event that:
  - a. Tenant grossly and/or persistently violates the Agreement (or these Regulations, which constitute a part of it) or makes the use of other Rooms or Apartments in Student Depot and/or Property a nuisance by his/her inappropriate behavior, especially in the case referred to in § 5(3-8) of the Regulations;
  - b. Tenant fails to pay and/or replenish the Deposit within the time limits specified in the Regulations;
  - c. Tenant has given the Room or Apartment for use to a third party without Landlord's written consent;
  - d. Tenant is in delay with the payment of the Rent for at least two full payment periods, within the time limit under the Regulations, despite the issuance of an additional summons containing a one-month period for payment; Landlord's electronic summons shall be deemed effective;
  - e. Tenant fails to comply with the instruction resulting from the statement included in § 1(8) of the Regulations;
  - f. Tenant repeatedly misuses the Room or Apartment and/or Shared Spaces in the manner set forth in § 5(9) of the Regulations;
  - g. Tenant fails to comply with prohibitions and orders imposed by Landlord in the event of an Epidemic Emergency and/or other epidemic on the territory of the Republic of Poland under applicable laws, decisions, rulings, and guidelines and recommendations of governmental authorities;
  - h. Tenant fails to claim the Room and/or Apartment on the Handover Date despite Landlord's willingness to handover the Room and/or Apartment to Tenant, for reasons other than the occurrence of a material defect, as referred to in § 2(5)(i)-(ii) of the Regulations.
  - i. Tenant permanently ceases to use the Room and/or Apartment in accordance with the Lease Agreement, which is understood in particular as:

- a. permanently leaving the Room and/or Apartment while leaving the Room and/or Apartment free of Tenant's personal belongings;
- b. leaving (handing over) the keys at the Student Depot reception desk;

provided, however, that in order to terminate the Agreement under this subsection, it shall be necessary that Landlord give Tenant prior notice in documentary form (e-mail) in which Landlord requests Tenant to advise, within three (3) days, whether Tenant intends to return to the Room and/or Apartment and use it in accordance with the Lease Agreement. Failure to respond within the specified period shall be deemed a negative response.

Termination of the Agreement by Landlord may be made, in particular, by e-mail after prior reminder to Tenant in documentary form (e-mail) indicating the violation and the lack of adequate response from Tenant within 7 business days. The above reminder shall not apply to the circumstances indicated in letters d, h and i above. In the case of repeated violations of the same type, repeated notices shall not be required for effective termination of the Agreement.

3. Tenant may terminate the Agreement in the event that:

- (i) the Room or Apartment is not handed over for the reasons specified in § 2(5)(i)-(ii) of the Regulations;
- (ii) the Room or Apartment during the Lease Term has material defects that make it impossible for User to use the Room or Apartment for residential purposes;
- (iii) Landlord grossly and/or persistently violates the Agreement and/or Regulations.

Termination of the Agreement by Tenant may be done in particular by e-mail after a written reminder to Landlord indicating the violation and the lack of adequate response from Landlord within 7 business days.

4. Tenant shall return the Room or Apartment together with the keys and additional equipment, if any, to Landlord no later than 11:00 a.m. on the last day of the term of the Agreement. In the event of a delay in returning the Room or Apartment, Landlord shall have the right to charge a contractual penalty of 1/15<sup>th</sup> (one fifteenth) of the Rent for each day of delay. This provision shall apply mutatis mutandis if Tenant is re-housed in accordance with the provisions of § 1(8) of the Regulations.
5. Except as otherwise provided in the Regulations, in case of termination of the Agreement and return of the Room or Apartment and keys without reservations, the Deposit shall be returned to Tenant by wire transfer within 14 business days as of the date Tenant provides Landlord with the bank account number to which the Deposit is to be returned. The Deposit will be returned in the nominal amount in PLN currency as paid by Tenant, thus Tenant acknowledges that Landlord will not be obliged to cover the costs of the transfer made, in particular the costs of transaction handling and/or currency conversion. The Parties shall draw up a Certificate for the return of the Room or Apartment, keys and any other movables transferred to Tenant. Both the return of the Room or Apartment, keys, as well as drawing up the Certificate, shall be possible during the working hours of the administration office of Student Depot. In the event of Tenant's failure to appear on the date of the return transfer of the Room or Apartment, Landlord shall be entitled to unilaterally take the Premises from Tenant and unilaterally sign the Certificate, to which Tenant hereby agrees.
6. Tenant shall be obligated to return the Room or Apartment to Landlord in an undisturbed condition, taking into account normal wear and tear, emptied of Tenant's personal belongings and in good sanitary condition, on the last day of the term of the Agreement. In the event that the

Room and/or Apartment is returned in an improper sanitary condition and/or with Tenant's personal belongings left behind, Landlord shall be entitled to charge the actual costs of bringing the Room and/or Apartment into a proper sanitary condition in excess of the Service Fee, such costs to be at market value, to Tenant, and Landlord shall not charge additional fees and/or markups.

7. Without prejudice to the provision of paragraph 5 above, in the event of failure to return the Room or Apartment and the keys with certificate confirmation due to reasons dependent on Tenant, Landlord shall have the right to retain the Deposit paid as security for the purpose of making a deduction from the fees due to Landlord, in particular the costs referred to in § 9(6) and/or (9) of the Regulations. The Parties understand that reasons attributable to Tenant shall include in particular Tenant's failure to appear on the date of return of the Room or Apartment and/or Tenant's failure to proceed with the certified return of the Room or Apartment.
8. In the event of termination of the Agreement by Landlord without notice in accordance with paragraph 2(a), (c-g) of this section, Landlord shall have the right to deduct the Deposit paid for the outstanding Rent and/or other fees due to Landlord.
9. In the case of:
  - a. termination of the Agreement for any reason; or
  - b. Tenant's moving out of the Room or Apartment prior to termination of the Agreement, regardless of whether there has been a certified return of the Room or Apartment; or
  - c. return of the Room or Apartment by Tenant on the basis of a Certificate upon termination of the Agreement;
  - d. failure to return the Room or Apartment and/or its non-emptying in the case specified in § 1(7) of the Regulations and Tenant's leaving any items (movables) in the Room or Apartment;

Landlord shall be entitled to secure the items (movables) left in the Room or Apartment by Tenant, remove and deposit them in a place and manner selected by Landlord, in particular in a warehouse. In the event that the above right is exercised, Landlord shall immediately notify Tenant by e-mail of the place of storage of the items left by Tenant and call for their removal, setting at least a 7-day period for this purpose. The ineffective expiration of the set time limit and/or Tenant's failure to collect the items (movables) within the set time limit shall be deemed as Tenant's abandonment of the items (movables) with the intent to dispose of their ownership, and Landlord shall be entitled to dispose of them, without liability for the resulting damage to Tenant's property.

10. Tenant's use of the Room and/or Apartment after the expiration of the Agreement shall in no way be construed as an extension of the Lease Term;

11. Notwithstanding any other obligations incumbent upon Tenant, in the event of Tenant's use of the Room and/or Apartment after the termination of the Agreement, Tenant shall be obligated to pay to Landlord compensation for non-contractual use of the Room and/or Apartment in the amount of 1/15<sup>th</sup> of the Rent rate for each day of non-contractual use of the Room and/or Apartment commenced.

12. In the event of termination of the Agreement by Landlord through the fault of Tenant, Landlord shall be entitled to demand payment of a contractual penalty from Tenant in the amount of the 2

(two)-month Rent (or in the equivalent amount of Rent due for the remaining period of the Agreement, if less than 2 months remain).

## **§ 10 Deliveries**

1. In the event of change of Tenant's data (including change of delivery address and/or e-mail address), Tenant shall be obliged to immediately inform Landlord about the change, or else correspondence sent to the last delivery address properly indicated by Tenant shall be considered as effectively delivered. Tenant shall be obliged to inform in writing the Student Depot administration employee of and/or send an e-mail to Landlord's e-mail address used to contact Tenant about the change of his/her data. In the event of change of e-mail address, all provisions of the Regulations pertaining to Tenant's electronic mailbox address indicated at the conclusion of the Agreement will take into account said change.
2. Landlord shall also be obliged to inform Tenant of any changes in his delivery address and/or e-mail address; otherwise, inter alia, correspondence sent to the last delivery address properly indicated by Landlord shall be deemed to have effectively delivered.
3. Delivery by e-mail, except as expressly provided in the Agreement, shall be considered equivalent to delivery by registered letter and/or courier.
4. Correspondence sent via e-mail shall be treated as effectively delivered on the date the e-mail is sent to the properly designated e-mail address of the other Party.

## **§ 11 Visa Notice**

1. Any Tenant (foreigner) who, prior to arrival in Poland, is required to obtain a visa entitling him/her to enter and stay in the territory of Poland, shall inform Landlord about the fact of granting and/or refusing to grant him/her a visa immediately, but no later than 30 days before the scheduled transfer of the Room and/or Apartment, at the following e-mail address: [wilanowska@studentdepot.pl](mailto:wilanowska@studentdepot.pl). Tenant shall also provide the above information to Landlord upon Landlord's written request.
2. If Tenant does not have a valid visa and fails to present it upon Landlord's request 30 days prior to the scheduled handover date of the Room and/or Apartment, Landlord shall be entitled to terminate the Agreement early with immediate effect by sending the notice of termination to the e-mail address indicated by Tenant in the App.

## **§ 12 Final provisions**

1. The Regulations shall be subject to posting at Student Depot in a conspicuous place. The current version of the Regulations shall also be available at any time at [www.studentdepot.pl](http://www.studentdepot.pl) and can be recorded by Tenant at any time by printing it, saving it on a suitable medium and/or downloading it at any time from the Website.
2. The Parties shall have the right to assert claims exceeding the reserved contractual penalty, in particular the contractual penalty referred to in § 5(10) and § 9(4) of the Regulations.
3. The transfer of all and/or part of the rights and/or obligations under the Agreement by either Party to third parties during the term of the Agreement shall require the consent of the other Party expressed in writing, unless otherwise expressly provided in the Agreement, provided that Landlord shall be entitled to transfer all and/or part of the rights (including present and future rights, claims and receivables) vested in Landlord under the Agreement, without Tenant's consent, to a bank and/or financial institution financing and/or refinancing (i) Landlord and/or (ii) the construction of the Student Depot building.



4. Any amendment to the Agreement, including the extension of its validity (the Parties exclude the application of Article 674 of the Civil Code), shall be in writing, otherwise shall be null and void, subject to the exceptions expressly indicated in the Agreement and/or Regulations.
5. The validity and effectiveness of the Regulations shall not be affected by the ineffectiveness and/or invalidity of its individual provisions and/or by loopholes in the regulation. The ineffective or invalid provision and/or the loophole in the regulation shall be replaced or supplemented by the Parties by a provision that, according to the law, is valid and effective and most closely corresponds to the meaning and purpose of the ineffective and/or invalid provision and/or the remaining provisions of the Regulations.
6. Any disputes between the Parties shall be adjudicated by the Polish courts during the term of this Agreement and after its termination and/or expiration.

## Appendix no 1

## Repair price list

No	Description / scope	Price for Tenant	
		[PLN gross]	
PAINTING			
1	Painting of walls and ceiling in rooms	50 zł	m2
2	Repair of corners	115 zł	pc
3	Plastering work	50 zł	m2
FLOOR			
4	Room carpet replacement	220 zł	m2
5	Room carpet washing	14 zł	m2
FURNITURE			
6	Bed 90x200	1 210 zł	pc
7	Bed 120x200	1 700 zł	pc
8	Bed 90x200 + cover	640 zł	pc
9	Mattress 120x200 + cover	780 zł	pc.
10	Shelf over bed - headboard	360 zł	pc
11	Mattress washing	120 zł	pc
12	Mattress cover	100 zł	pc
13	Couch / sofa	1 700 zł	pc
14	Sofa upholstery washing	150 zł	pc
15	Shelves next to the wardrobe	260 zł	pc.
16	Two-door wardrobe	2 130 zł	pc.
17	Bookcase with shelves	1 560 zł	pc.
18	Extended window sill with opening panel as a technical cleanout for the radiator enclosure	780 zł	pc
19	Room ceiling light fixture	360 zł	pc.
20	Board over desk (with camiro fabric + steel mesh frame)	360 zł	pc
21	PVC-foam printed artwork	150 zł	pc
22	Garment rail in double wardrobe	130 zł	pc.
23	Dining table	920 zł	pc.
24	Table chair	360 zł	pc.
25	Window pleats	290 zł	pc.
26	Desk	850 zł	pc
27	Office chair	400 zł	pc
28	Hallway mirror	290 zł	pc.
29	Desk lamp - fixed to the wall	220 zł	pc.
30	Desk lamp	80 zł	pc
31	Ceiling light fixtures	360 zł	pc
BATHROOM			
32	Shower tray	1 420 zł	pc
33	Ceramic bathroom tiling	290 zł	m2
34	Porcelain stoneware tile bathroom floor	290 zł	m2
35	LVT flooring	220 zł	m2
36	Round bathroom mirror	360 zł	pc.
37	Shower enclosure	1 770 zł	pc

38	Glass wall with shower door	1 280 zł	pc.
39	Shower mixer	430 zł	pc.
40	Shower handset with handle	220 zł	pc.
41	Toilet paper holder	80 zł	pc.
42	Towel hook	50 zł	pc.
43	Washbasin cabinet	710 zł	pc.
44	Close-coupled toilet	920 zł	pc
45	Wash basin	500 zł	pc
46	Washbasin tap	220 zł	pc
47	Washbasin trap	170 zł	pc.
<b>KITCHEN</b>			
48	Kitchen countertop	920 zł	pc
49	Furniture board kitchenette cut-off wall	780 zł	pc
50	Kitchen sink	570 zł	pc
51	Mixer tap - sink	290 zł	pc
52	Sink trap	200 zł	pc.
53	Kitchen chair	360 zł	pc
54	Induction cooker	920 zł	pc
55	Small cooking hob	920 zł	pc
56	Large cooking hob	1 350 zł	pc
57	Absorber	1 140 zł	pc.
58	Wireless kettle	150 zł	pc.
59	Small under-counter refrigerator	1 070 zł	pc
60	Large fridge	1 840 zł	pc
61	Waste separation basket	80 zł	pc
<b>OTHER</b>			
62	Access Point/Router	1 420 zł	pc
63	Plinths	90 zł	m2
64	Fire door	3 120 zł	pc
65	Double fridge and hob socket	150 zł	pc
66	Single IP ranger foodsocket	100 zł	pc
67	Double socket p/t 16A, IP44 above the countertop	150 zł	pc
68	Double in-room sockets - at the desk	150 zł	pc
69	RGB LED lighting above the bed	360 zł	pc
70	Wall stops	1 000 zł	pc
71	Door leaf	1 700 zł	pc
72	Door frame	2 550 zł	pc
<b>CLEANING</b>			
73	Leaving the room untidy	220 zł	room
74	Ozone treatment	430 zł	room