

GENERAL TERMS AND CONDITIONS – ADDRESS AGENCY KURZZEITMIETE.AT GMBH:

A. Scope of applicability

1. These Terms and Conditions (T&Cs) apply to all procurement contracts relating to addresses of properties to kurzzzeitmiete.at GmbH (below "address agency") with businesses and consumers (§ 1 KSchG). As far as kurzzzeitmiete.at concludes consumer related contracts, the T&Cs only apply in so far as they are not contrary to any legal provisions in particular against the KSchG (consumer protection law).
2. These T&Cs apply to "parties tendering residential property" (below "entitled person") as well as to "parties searching for residential property" ("customers").
3. The version of the T&Cs at the time of conclusion of contract is binding. The T&Cs have to be accepted upon completion of registration. A valid version of the T&Cs is provided for download at the website of the address agency.
4. The application of common terms and conditions or other conditions of customers are excluded explicitly.
5. Modifications and additions to these T&Cs are only valid if they are agreed upon in the written form.
6. Should a provision of these T&Cs be invalid or become invalid or should this agreement contain an omission, then the legal effect of the other provision shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended; the same applies in the case of an omission.

B. Procurement of addresses to customers – conclusion of contract

1. At the latest after a customer has selected an object, they must complete the registration. The lease agreement provided for by the web portal www.kurzzzeitmiete.at is supplemented by the personal data, duration, payment and the entitled person is informed of that via the web portal. The conclusion of contract between customer and entitled person takes effect upon mutual confirmation of the contract for lease (initially without detailed address) via the web portal.
2. If a contract for lease comes into existence, an agency fee for the procurement of the address becomes due. This is also valid if another commercial transaction is concluded after the procurement of the address. Only after payment of the procurement fee the full contract for lease (with detailed address) becomes visible for the customer. If no contract with an entitled person is effected, there will be no fee.
3. Basis of calculation for the procurement fee is the total sum including extra costs (VAT, operating expenses, heating costs, maintenance costs). A reduction of the total sum has no influence on the basis of calculation.
4. The amount of the procurement fee is 20 % of the total rent (see B.3.) of the entire time including legal fees.
5. In case of prolongation of the rental time an aliquote fee becomes due. It is calculated like this: the fee for the total time minus the price already paid. The prolongation is treated like a new procurement. If the customer has no access to the Internet, they can ask for an electronic invoice. A

prolongation has to be communicated to kurzzzeitmiete.at within three days. This already results from the duty of the entitled person to keep the reservation schedule up to date. (see D.4.)

6. Upon premature termination of the contract for lease for whatever reason, the customer has no entitlement to refund of the aliquote procurement fee. If the customer receives another address which leads to a conclusion of a contract with an entitled person, a new address procurement fee becomes due.
7. If the customer concludes a contract with the entitled person at a later point in time, a procurement fee becomes due anew.
8. The customer is bound not to pass on contact details to third parties. If the customer violates this provision, they have to pay a contractual penalty in the amount of the procurement fee due in case of conclusion of contract.

C. Address procurement fee and conditions of payment

1. The address procurement fee is due (and to be paid) upon conclusion of contract between the entitled person and the customer. In case of prolongation of the time of residence or in case of conclusion of a new contract, the customer has to make a new reservation via the web portal www.kurzzzeitmiete.at (see B.5.). In case of impossibility the customer receives an invoice payable within three days. Upon expiration of the payment period the customer is in delay. For this period of delay an interest of 4 %, in case of mutual business contracts 8 % above the interest level (3 month EURIBOR) will be charged.
2. Necessary and corresponding costs that are involved with the judicial or extrajudicial enforcement of the procurement fee are to be carried by the customer.
3. Rights to offset or retention as against the claims of kurzzzeitmiete.at GmbH are excluded explicitly in case of mutual business contracts.
4. Every contracting party of kurzzzeitmiete.at GmbH agrees to receive electronic invoices only. kurzzzeitmiete.at also reserves the right to issue non electronic invoices as well.

D. Terms for parties tendering property

1. The party tendering property declares to be entitled to dispose of the residential property shown at the web portal.
2. The entitled person is liable to the customer for correctness of their declarations as for legal or property defects. In case the address agency gets to know that the party tendering property has made wrong or misleading declarations regarding the residential property the address agency makes a reservation to "set inactive" the respective residential property until correct declarations are put online.
3. The entitled person receives for free a model contract for lease on the website. In case they want to upload their own version, a programming fee for the adaptation of the contract of € 200,00 (plus taxes) is due.
4. The party tendering property is obliged to keep the reservation schedule up to date; in case of default kurzzzeitmiete.at GmbH is entitled to set the lessor inactive.
5. The party tendering property is obliged to put correct and accurate descriptions of their object online. The party tendering property is not allowed to mention their exact home or internet address as well

as giving leads to their natural or juridical person. Kurzzzeitmiete.at GmbH reserves to change such texts or to take them off the website.

6. In case of prolongation of contract and/or following commercial transactions after the procurement of the address through kurzzzeitmiete.at GmbH the entitled person is obliged to announce this fact to the address agency within three days after conclusion of contract with the party searching for residential property. In justifiably suspicious cases of circumvention of this provision the entitled person is obliged to ascertain that the person searching residential property was not procured by www.kurzzzeitmiete.at.
7. Upon registration the entitled person/party receives free access to the online-portal www.kurzzzeitmiete.at for two weeks (fourteen days). At the expiry of this period a one-time registration fee of € 80,00 (plus legal fees) becomes due. This fee is independent of the number of advertised rental objects.
8. The entitled person commits themselves to pay 1,5 % of the net-amount that they received through procurements of addresses through kurzzzeitmiete.at GmbH as a service/maintenance fee. The accounting takes place each year on December 31 electronically on the basis of the agreed "rental fee" including extra costs (see B.3., except VAT). If the person tendering residential property is in delay by more than thirty days, their offer on the website may be set inactive.

E. Country specific laws regarding "short time rent"

1. As far as Austria is concerned, the person tendering property knows about the provisions of the MRG (tenancy law). The full exception according to § 1 para. 2 ciph 3 MRG may only apply as far as the time limited contract does not exceed the duration of six months and the apartment is of category A or B according to § 15 para. 1 ciph. 1 and 2 MRG and the lessee rents the location because of a profession related change of domicile. Apartments or rental rooms, only used as secondary domiciles because of recreational purposes, also fall under this exception (§ 1 para. 2 ciph. 4 MRG). Further exceptions according to § 1 para. 2 ciph. 5 MRG are residential objects in buildings with not more than two separate apartments (one and two family houses).

Furthermore every tenancy has to be reported to the local authority for calculation of local taxes according to the respective federal law.

According to para. 3 Energieausweis-Vorlage-Gesetz 2012 the party tendering property is supposed to make correct declarations about the necessity of thermal heat as well as about the energy efficiency factor in their advertisement. The party tendering property is informed explicitly that these declarations have to be published within the description of the apartment.

2. For property in Germany the party tendering property is aware of the terms of the BGB concerning short term rent (§§ 549 BGB). The german party tendering property rents out only to tenants who don't want to constitute a centre of their interest there and only need the property for a limited period. This is reflected in the maximum tenancy duration of six months. The property is therefore rent out particularly for labour induced changes of domicile (building and construction works, exhibition attendances).

F. Liability for defects

1. The address agency only procures offers and contact details. kurzzzeitmiete.at GmbH is not liable for completeness, correctness and updating of these data nor for defects of the residential property of the entitled person.

2. The contract regarding residential property is concluded between the customer and the entitled person via conclusion of the contract on the web portal of the address agency. kurzzeitmiete.at provides a standard lease contract or the entitled person uses their own version of a contract. In this case kurzzeitmiete.at is not liable for the lawfulness or operability of this contract.
3. The address agency is not liable for defective titles in case the person tendering residential property is not entitled to the particular residential property.
4. The entitled person is committed to fulfil their tax obligations. A liability of kurzzeitmiete.at is excluded in this regard.

G. Protection of data privacy

1. Customer and entitled person agree explicitly that the address agency may save and process personal related data, contract data, including bank details and the communication for the conclusion of the contract between the customer and the entitled person in its data storage. Kurzzeitmiete.at will use these data exclusively and not pass them on further to third persons; except in cases of legal obligation.
2. Credit card details entered for the payment of the procurement fee are stored by the Payment Service Provider "mPAY24" and are neither visible nor stored on the web portal www.kurzzeitmiete.at . Storage and use of this data lies exclusively with the Payment Service Provider and is subject to their T&Cs.

H. Choice of law and court of jurisdiction

1. The law of the Republic of Austria applies under exclusion of collision norms.
2. For all litigation out or in context with the address procurement or these T&Cs including conflicts about the conclusion, lawfulness, change and termination the exclusive court of jurisdiction – even internationally – is the appropriate court in Salzburg, Austria. kurzzeitmiete.at GmbH is also entitled to bring claims before courts at the place of residence of the entitled person.

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