

General terms and conditions of business

1. Scope & contractual partners

These General Terms and Conditions, hereinafter referred to as General Terms and Conditions, apply to all contracts for the rental of flats and apartments for accommodation concluded between Wohnträumerei Torsten Krüger and guests, for all services and deliveries provided. The guest's contractual partner in Germany is Wohnträumerei owner Torsten Krüger.

2. Reservations/Booking

By making a reservation/booking, the guest offers to conclude an accommodation contract. If the booked apartment is available, the guest will receive a reservation/booking confirmation from Wohnträumerei. This confirmation creates an accommodation contract between Wohnträumerei and the guest. Offers from Wohnträumerei regarding available apartments are subject to change and non-binding. Wohnträumerei is free to refuse to conclude an accommodation contract at its own discretion. Wohnträumerei reserves the right to impose industry-standard restrictions such as minimum stays, booking guarantees or deposits for certain travel dates.

3. Cancellation deadlines/withdrawal by the customer/non-use of the services

A guaranteed reservation is only made once the guest has paid Wohnträumerei. This can be canceled by the guest free of charge in accordance with the stated cancellation conditions and cancellation deadlines, providing the corresponding reservation number. If a right of withdrawal has not been agreed or has already expired (expiry of the free cancellation period), there is no statutory right of withdrawal or termination and if Wohnträumerei does not agree to the cancellation of the contract, WT reserves the right. the right to the agreed remuneration despite non-use of the services or late cancellation. WT must take into account the income from other rentals as well as the saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed overnight price. The customer is free to prove that the aforementioned claim did not arise or did not arise to the required amount. In addition, if the guest does not show up in the case of reservations guaranteed for several days, all further nights from the first night onwards will be canceled and the guest will not be entitled to the following nights. For reservations made on the day of arrival, the guest must make payment for the stay immediately in accordance with §5, usually within one hour.

4. Accommodation prices & other prices

The prices stated by WT at the time the contract is concluded are valid. Applicable and stated prices are gross and include all statutory taxes, fees and charges. Local taxes owed by the guest, such as tourist taxes, are not included.

5. Payment Terms & Invoice

The price for the overnight accommodation booked by the guest must always be paid in advance by the guest. Offsetting by the guest is deemed to be excluded unless the offsetting relates to an undisputed or legally established claim. Accepted means of payment are instant transfers, PayPal or

regular bank transfer. Cash payment is only accepted after coordination between the WT and the guest. With the reservation, the guest agrees that the guest will receive their invoice as a download or via email.

6. Possible uses of reserved flats and apartments

A reserved apartment is available for the period specified after booking. The keys provided by WT must be left at the storage location designated by WT (key box) on the day of departure. If a key is lost or the key is not returned, a fee of €40.00 will be incurred. WT is also entitled to charge further compensation for the resulting damage from the guest if the damage exceeds €40.00. This also includes replacing the affected locking system if this is necessary for security reasons. The guest has the option of proving that less or no damage occurred. A later departure (late check-out) can be agreed upon request and subject to availability between WT and the guest. If WT agrees to the late check-out, WT is entitled to invoice €10.00 per hour commenced for the additional use of the apartment deliver. If you leave more than 3 hours after the originally agreed check-out, the full overnight price of the apartment will be charged if WT has agreed. If consent is not given, the guest owes compensation for any further damage in addition to the full price of the overnight stay. The guest has the option of proving that less or no damage occurred. The guest cannot derive a contractual right to a late check-out. An earlier arrival early check-in can be agreed upon request and subject to availability between WT and the guest. If WT agrees to the early check-in, WT is entitled to charge €10.00 per hour or part thereof for the additional use of the apartment . The guest cannot derive a contractual right to early check-in.

7. Transfer, subletting, use

Subletting the booked apartment is prohibited. This includes in particular the brokering of apartments or apartment allotments to third parties at prices higher than those stated by WT. Likewise, an assignment or sale of claims against WT is not permitted. In these cases, WT is entitled to cancel reservations, especially if the guest has provided untrue information about the type of booking or payment to third parties during the assignment/sale. The use of WT's apartments for purposes other than accommodation is expressly prohibited. In particular, this includes any commercial or illegal uses. The use of the apartments for photo or video recordings is also prohibited without explicit consent. In the event of use for reasons other than accommodation, WT reserves the right to cancel the reservation without refunds and to vacate the rental property.

8. Liability of WT

WT is liable without limitation for damages resulting from injury to life, body or health for which it is responsible. WT is also liable for other damages that are based on an intentional or grossly negligent breach of duty by WT. In the case of simple negligence, WT's liability is limited to the damage that is typically foreseeable in the contract, provided that an obligation is violated, the fulfillment of which enables the proper execution of the contract and on whose compliance the guest can rely. A breach of duty by WT is equivalent to that of its legal representatives, employees or vicarious agents. Further claims for damages are excluded unless otherwise regulated in these General Terms and Conditions. In the event of disruptions or defects in WT's services, WT will endeavor to remedy the situation upon immediate notice from the guest or upon becoming aware of it. The guest is also obliged to do what is reasonable for him to remedy the disruption or defect in order to minimize any

resulting damage. In addition, the guest is obliged to immediately inform WT of the possibility of significant damage occurring. WT is liable for items brought in in accordance with the statutory provisions. Any claim by the guest will expire if he does not report the loss, destruction or damage to WT immediately after becoming aware of the loss, destruction or damage, with the statement that a late report will have no effect

9. Deposit

In order to secure all of WT's claims against the guest resulting from the accommodation contract, WT is entitled to collect the following security deposits/deposit from the guest before the apartments are released. The amount of the deposit depends on the length of stay and is €250.00 for less than 3 months.

10. Customer data

WT compulsorily collects and records guest email addresses and telephone numbers to ensure communication. Likewise, WT is entitled to digitally request a valid identification document upon check-in. For domestic guests this is the ID card or passport; for foreign guests it is always a passport. If the identity of a guest cannot be clarified beyond doubt due to missing or incorrect documents, WT is entitled to cancel the booking.

11. Termination of the accommodation contract

WT reserves the right and is entitled to terminate an accommodation contract for an important reason, especially if an important reason exists. A. force majeure or other circumstances for which WT is not responsible make fulfillment of the contract impossible. B. WT has reasonable grounds to believe that the use of the accommodation service can endanger either the smooth business operations, security or the external image or image of WT, without this being attributable to Mr. Schaft or WT's organizational area. C. Bookings are culpably made using misleading or false information or concealment of essential facts, but the only material that can be important is the guest's identity, ability to pay or the purpose of the stay. D. the purpose or reason for the stay is illegal or serves residential prostitution. D. In the event of resale or subletting or subcontracting. WT must inform the guest immediately about the exercise of the right of termination.

12. No smoking

All WT apartments are non-smoking apartments. Smoking is strictly prohibited in the apartments as well as in the common areas of WT. This also applies to e-cigarettes, shishas, tobacco heaters and similar devices. Smoking on the balcony or terrace areas is only permitted if there is appropriate signage and the door to the apartment is closed. In the event of violations, WT has the right to demand compensation from the guest for the separately necessary cleaning costs, including any loss of sales resulting from a re-letting of the apartment that is unreasonable due to the advantage, in the amount of at least EUR 250. However, this compensation contribution must be set higher if WT proves greater damage. The guest has the opportunity to prove that WT suffered less damage or no damage at all. Tampering with or blocking emergency exits, fire extinguishers or fire house alarms is prohibited. Violations result in a fine of €150. This also applies to manipulating or switching off

security and decibel sensors within the apartment. WT is entitled to terminate an active booking with immediate effect and expel guests from the hotel if it becomes aware of violations. In these cases there is no entitlement to a refund or partial refund.

13. Prohibition of parties and gatherings

In principle, noise should be avoided in the booked apartment and in the surrounding area. Nighttime quiet must be observed from 10 p.m. to 6 a.m. (quiet times) unless different times are specified by the house rules. Parties and gatherings are strictly prohibited in WT Apartment. In the event of violations, WT has the right to demand compensation from the guest for the separately necessary cleaning costs, including any loss of sales from re-letting the apartment, which is unreasonable due to the advantage, in the amount of EUR 500. This does not affect the right to further compensation. The guest has the opportunity to prove that WT suffered less damage or no damage at all. Sensors for measuring decibels can be installed in WT apartments. These sensors do not record voices or conversations, but are used to detect excessive volume.

14. Damage or unauthorized removal of inventory

If damage occurs during the accommodation that goes beyond the contractual use or if inventory is removed from the unit without authorization, WT is entitled to compensation, which in particular includes the expenses for repairing the damage, including any loss of sales resulting from the inability to rent the apartment, plus legal costs a processing fee of €50 for such a claim. The guest has the opportunity to prove that WT suffered less damage or no damage at all.

15 pets

It is not permitted to bring pets into the WT apartments, with the exception of blind, deaf and other similar service dogs. These may be brought along free of charge and at any time upon proof. The corresponding proof must be presented to WT before check-in. If a pet stays in a unit without permission, WT will charge a flat rate of EUR 150 for special cleaning. WT is entitled to terminate an active booking with immediate effect and expel the guests from the house if there are violations. In these cases there is no entitlement to a refund or partial refund. The guest has the option of proving that WT suffered less damage or no damage at all.

16. Maintenance

By booking an apartment from WT, the guest undertakes to treat the apartment provided, the furnishings and facilities gently and carefully, to ensure adequate ventilation and heating, and to avoid gross contamination. If there is dirt that goes beyond normal use during the guest's stay or after their departure, WT has the right to charge the guest an additional cleaning fee of at least EUR 50. Furthermore, the guest undertakes to check the furnishings of the apartment for completeness and suitability for use upon moving in and to report any defects and complaints immediately. The guest is liable for all damage to the apartment provided to him, the furnishings, facilities and systems that he or his visitors have culpably caused through use in breach of contract and that are not due to normal wear and tear. The guest must immediately report any damage to the apartment provided to WT. For bookings of more than 7 nights, WT is entitled to carry out weekly interim cleaning. The

guest is obliged to grant the service provider or WT employee appointed by WT access to the apartment for this purpose.

17 Internet use

WT provides the guest with internet access within the scope of existing technical and operational possibilities. Disruptions due to force majeure or maintenance work or similar cannot be ruled out. The guest may not misuse the internet connection. Misuse occurs in particular in the following cases: downloading and distributing copyrighted content via peer-to-peer sharing platforms, illegal streaming offers and the posting, retrieval or transmission of criminally relevant content (in particular §130, 130a, 131 and 184 StGB) The guest is obliged to respect the copyrights, patents, names, trademarks and personal rights of third parties when using it. Upon first request, the guest shall indemnify WT from all claims and claims for damages from third parties as well as from the costs of legal defense in an appropriate amount that were caused by unlawful use of the provided Internet connection by the guest or by third parties with the knowledge of the guest. This claim for exemption covers, in particular, claims arising from infringement of copyright, patent, name, trademarks and personal rights as well as violations of data protection law. The guest is prohibited from passing on the access data for the WT Internet connection to third parties. This also applies to the publication of any access data. In the event of a violation, the guest is liable to WT for all damages caused by passing on the access data; otherwise, WT reserves the right to block the guest's Internet connection in the event of legal violations.

18. Final provisions

Changes and additions as well as the cancellation of the accommodation contract, the acceptance of the application or these general terms and conditions must be in text form. This also applies to the cancellation of this text form clause. Unilateral changes or additions by the guest are invalid. Fulfillment and place of payment are the location of the accommodation provider. The exclusive place of jurisdiction for commercial transactions is the registered office of the accommodation establishment. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded. Should a provision of this contract be or become ineffective, void or become void, the effectiveness of the remaining provisions will not be affected. Instead of the invalid/void provision, the parties will make a provision that comes closest to the intended purpose of the invalid/void provision. This also applies to filling any gaps in the contract. The accommodation provider is neither willing nor obliged to take part in a dispute resolution procedure before a consumer arbitration board.