

GENERAL CONDITIONS OF USE OF THE SERVICE FOR THE INTERESTED USER/TENANT

We ask you to carefully read the information below on the general conditions of the services offered by RESA HOUSING for the User interested in an accommodation and/or tenant:

Index:

1. Conditions of the service.
2. Cancellation policies.
3. Prices and invoicing.
4. Protection of personal data.

1. Terms of service:

This system allows the interested user to make an online request for the reservation of an accommodation (either a flat or a room).

All users interested in reserving accommodation through the Resa Housing website will have to follow the following steps:

1st Fill in the data registration form (Registration Form) with your personal data, indicating the type of accommodation of interest, the duration of the stay, or other data necessary to reserve the accommodation...etc. At the end of the form, the General Conditions of Use of the service for the interested User will appear together with a check box of these Conditions, so that they can be read and accepted by the User/client, if he/she agrees with them.

Acceptance of the conditions is essential to be able to register and use the services offered here.

On the registration form, the user will enter a personal password which, together with his/her e-mail address, will form the access codes to his/her private User Zone.

Before formalising the reservation request, the User will be able to consult the accommodation rates, the price of the monthly payment (from now on Initial payment) as well as the commission for the management of the intermediation fee. The cost of the reservation management service plus the corresponding legal VAT (hereinafter, "Reservation Management Service Fee") is reflected in the "Prices and Billing Fee" section and will depend on the duration of the stay contracted. It is recommended to read the section "Prices and invoicing" on this website.

2nd .- Once the registration is done, the interested user can request the reservation of an accommodation.

The minimum period for accommodation reservations will be one month plus one day, and the Owner may establish a minimum period of stay longer than this.

When the interested User makes the reservation request through this Website, certain information about the User (future tenant) must be provided and some of this information must be shared with the Owner: age, nationality, studies, university and other information specifically required by the Owner to carry out the correct management of the reservation.

With this online booking service, the User, when selecting the accommodation, he/she wishes to book, must complete all the information requested through the Platform.

The User-Tenant understands and accepts that he/she is responsible for the information that he/she may provide to the Owner, as well as for his/her actions and omissions regarding the data that he/she provides.

3rd Once the reservation request has been completed by the interested tenant, it will be sent to the Owner, who will have 24 hours to answer whether or not he accepts the reservation. If the latter accepts the reservation, the interested User will be informed by e-mail.

Once the notification of acceptance of the reservation has been sent to the interested User, the latter will have 24 hours to pay, via the virtual TPV, the reservation management service fee and, on the other hand, to pay a monthly fee to the Owner by bank transfer to the account number expressly provided by the Owner to Resa Housing (hereinafter "Initial Payment") and to send/upload the documentation requested in the "Documents" section of the User Zone. If the User does not do so within the

established period of time, the reservation will be invalidated, and the accommodation will once again be available on the Website. The part of the initial payment corresponding to a monthly rent will become part of the deposit.

The rest of the deposit must be paid by the Tenant directly to the Owner (without any intervention on the part of Resa Housing) within the period of time agreed by the Parties between the signing of the contract and the check-in at the accommodation. Once these payments have been formalised and in the event that the User finally cancels the reserved accommodation, these amounts will not be refunded in accordance with the provisions of the cancellation policy.

From the moment these steps have been taken by the interested User (from now on, the tenant User), the reservation will be understood to be definitively confirmed and the flat will be blocked, and it will not be possible to offer it to any other User.

Once payment has been received by Resa Housing, the reservation will be understood to have been definitively accepted by both parties. From this moment on, Resa Housing will set a day and time for the signing of the rental contract with the Owner and the Tenant.

2. Cancellation policies

Note on the Cancellation Policy: In accordance with the provisions of art. 16 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011, Exceptions to the Right of Withdrawal are regulated: "The Member States of the European Union shall not include the right of withdrawal referred to in Articles 9 to 15 in respect of distance and off-premises contracts concerning (a) Service contracts once the service has been fully performed when performance has begun, with the consumer's prior express consent and with his acknowledgement that, once the contract has been fully performed by the trader, he will have lost his right of withdrawal".

On the part of Resa Housing, the contractual agreement is deemed to have been executed when the tenant makes the reservation request and once the reservation has been confirmed by the owner; therefore, the right of withdrawal cannot be exercised from that moment on.

Standard cancellation policy: we would be facing the following cases:

- a) With 30 days or less remaining until the Check-in Date, no amount of the initial payment will be refunded to the Tenant.
- b) Between 31 and 60 days before the Check-in Date, Resa Housing will refund the Tenant 50% of the reservation fee plus the corresponding legal VAT and the Owner will refund 50% of the first monthly payment.
- c) 61 days or more before the Check-in Date, Resa Housing will refund the Tenant 100% of the reservation fee and the Owner will refund 100% of the first monthly payment.
- d) In the event of cancellation of the accommodation contract by the User/Tenant, Resa Housing will not refund any amount relating to the Reservation Management Service Fee.

Cancellation of the reservation by the User/Tenant must be made through the Resa Housing website in the User Zone.

Resa Housing does not assume any responsibility for the non-compliance of the cancellation policies applied to the Owner and the Tenant.

In the event that, once the reservation has been charged to the Tenant by Resa Housing, for whatever reason, it is not possible to receive or collect the full amount to cover the reservation of the accommodation, for reasons not attributable to Resa Housing, a payment request will be sent to the Tenant so that he or she can pay the remaining or pending amount within the following 24 hours. If the Tenant does not complete the payment in full, Resa Housing will charge the amount equivalent to the reservation fee and its corresponding Value Added Tax (VAT) and will proceed to cancel the accommodation reservation, this amount not being in any case refundable to the Tenant, nor will any amount be transferred to the Owner.

3. Rates - Prices and invoicing.

When a Tenant makes a reservation and this has been confirmed by the Owner, the Tenant must pay Resa Housing the reservation management service fee plus the corresponding legal VAT, through the virtual POS available on the Website and, on the other hand, must make a transfer to the Owner of the initial payment equivalent to a monthly fee, to the bank account provided by the Owner expressly.

Once the contract has been signed between the parties, the Owner must pay Resa Housing the commission for the management of the intermediation fee: 5% of the total stay (minimum 90€) for the intermediation of Resa Housing by means of a direct debit receipt.

Any document issued prior to payment for the specific service and the corresponding invoice being issued will not entail any commitment for Resa Housing.

3.1 Definitions and conditions of the rates or prices

- The **price of the rent**: is the amount to be paid for the rent/lease of the accommodation plus the taxes applicable to it according to the regulations in force and will be determined by the Owner according to his exclusive assessment. Once the rental contract has been signed between the Tenant and the Owner, it will be the sole responsibility of the Owner to collect the rent from the Tenant throughout the duration of the contract. Resa Housing will not be responsible in any way for the collection of any of the rents or any default that may occur between the Tenant and the Owner.
- The **initial payment**: is the amount corresponding to the price of a monthly rent (amount that will become part of the amount of the deposit), plus the reservation fee plus the taxes applicable to it according to the regulations in force.
- The **total price of the contract**: is the total amount of the rent reserved according to the total duration of the contract and the price assigned to each of the days of the duration of the contract, plus any applicable taxes.
- The **Reservation Management Service Fee**: this is the amount, together with the corresponding legal VAT, charged to the Tenant by Resa Housing and is eight (8) percent of the total price of the rental contract, for the services provided for the management of the reservation with a minimum of 200€ and a maximum of 599€.
- **Intermediation fee management commission**: this is five (5) percent of the total price of the contract that Resa Housing will charge the Owner for the services provided with a minimum of 90€. This brokerage management fee together with the corresponding VAT will be charged when the contract is signed.
- **Discount codes**: Discount or promotional codes will only take effect if they are used at the time of requesting a reservation or before the reservation is confirmed by the Owner. Under no circumstances will the discount be available at a later date.

3.2 Invoicing:

When the reservation is completed, the corresponding simplified invoice will be sent to the Tenant and the Owner for the services provided by Resa Housing.

4. Protection of personal data

A) Information on Data Protection

In accordance with the General Data Protection Regulation EU 2016/679 (from now on, 'RGPD') as well as with the Organic Law 3/2018, of December 5, regarding Personal Data Protection and guarantee of digital rights (from now on, LOPDGGD) we inform you that the data provided will be incorporated into the database of the commercial company Residencias de Estudiantes S.L. ("RESA"), with a postal address at Paseo de la Castellana nº163, 3º izq. de Madrid (28046) and an e-mail address: privacy@greystar.com, being, from then on, responsible for the processing of these data.

B) Purposes of the collection of the personal data of the Users/Tenants

RESA, and for this purpose Resa Housing, will use the personal data provided by the Tenant in this page for the following main purposes:

- To manage the information/documentation provided by the Tenant.
- To manage visits to reserved accommodation.
- To manage the reservation requests of the tenant's accommodation and/or to process the final reservations, as well as the execution of the rental contract if applicable.
- If the Owner gives us the consent, we can provide the tenant's bank details for the payments to be made on his behalf and at his expense.
- If the Tenant gives us consent to do so, the personal data may be used for commercial purposes, which includes contacting you to inform you about details of products, services and/or promotions offered by this company that may be of interest to you now or in the future.

The personal data provided will be kept for the time necessary to fulfil the purpose for which it was collected and for as long as the business relationship is maintained, and, once it has ended, it will be kept for as long as it is necessary to respond to possible legal actions. However, if you give us your express consent to send you commercial communications, we will keep your data as long as you do not request their deletion.

C) Basis/s that legitimise the processing of personal data

We inform you that the legal basis for the processing of the data is to manage the offers of accommodation as well as to formalize the reservation of accommodation. Likewise, we are using your consent to transfer your details to other companies in the Greystar Group. Your consent is also required to send commercial communications.

D) Recipients of your personal data

It is essential that you give us your consent in the box below to pass on your details to the other party (either the owner or the tenant) so that they can contact you and exchange information about the accommodation and/or the booking. We inform you that this consent is necessary to carry out the accommodation booking process. The refusal to carry out this transfer will make it impossible to continue with the accommodation search and/or booking process. Likewise, and once the reservation has been accepted by both parties, the Owner must give his consent so that his bank details can be provided to the tenant with the aim and purpose of allowing the latter to formalise the payments that he is entitled to make.

Likewise, if it is of interest to you and you tick the corresponding box below, we could give the data to the entities of the Resa-Greystar Group for commercial purposes. This consent is not obligatory, so the refusal to carry out this transfer will not prevent the accommodation management and reservation process from being carried out.

We inform you that some of our data processing systems may be located in countries outside the European Union, and, due to these conditions, you accept the international transfer of personal data, so that we can keep you in our systems. As some of our group companies are located outside the European Union, your personal data may be transferred for administrative purposes to these companies. In any case, these international data transfers will be regulated in accordance with the General Data Protection Regulation (GDPR) after the signature of the corresponding standard contractual clauses approved by the Commission ("SCCs") guaranteeing, thus, the adequate protection of your personal data.

E) Rights

By virtue of the RGPD, we inform you that you have rights in relation to the processing of your data, including the right of portability, access, rectification, deletion or limitation of your data. We also inform you of your right to lodge a complaint with a data protection authority.

You can exercise the above-mentioned rights by contacting us through privacy@greystar.