

GENERAL CONDITIONS OF USE OF THE SERVICE FOR THE OWNER

We ask you to read carefully the following information on the general conditions of the services offered by RESA HOUSING for the accommodation owners:

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1. Terms of service:

In order to be able to offer accommodation, as well as enjoy other services offered through the Resa Housing website, the Owner will have to carry out the following steps:

In order to register your flat(s) or room(s) (hereinafter, the accommodation) on the Resa Housing advertising platform, you must fill in the data registration form with the details of the accommodation and the personal details of the owner (Registration Form). At the end of the form, the "Legal Notice and General Conditions" for the use of the service will appear, together with a checkbox for these Conditions, so that they can be read and accepted, if you agree with them.

In order to be able to enjoy these services it is essential to have a valid and personal e-mail address of the owner since certain communication and administrative procedures will be carried out through this channel.

2º.- Once the accommodation is registered on the Website, the Owner will receive an automatic e-mail confirming the registration and providing an exclusive access code to the personal and non-transferable User Zone, through which each owner can access their personal data, as well as the accommodation offered, reservations, visits, contracts, invoices, income, etc.

Resa Housing can take care, on behalf of the Owner, of registering the accommodation on the platform, uploading the corresponding information (characteristics, conditions, duration of the rental, bank details, direct debit order - SEPA, etc.) as well as photographs and other additional documents related to the accommodation, such as the certificate of occupancy, energy efficiency certificate, and the property deed/simple registration note of the ownership of the accommodation. Resa Housing is also responsible for contacting the owner to visit the flat offered by him/her, taking photographs of the accommodation together and confirming the information provided by the owner. To this end, the Owner will authorise Resa Housing staff to enter the accommodation to take photographs and verify the basic characteristics of the accommodation. Also, the Owner, when providing the bank details to Resa Housing authorises and consents that this company can provide these details by e-mail to the tenant whose reservation has been accepted, so that the latter can formalise the payments that correspond to him/her.

From the moment the Owner has registered and registered his accommodation, he understands and accepts that he is responsible for the information he may provide to the future tenant, as well as for his actions and omissions with respect to the data he provides.

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.

The website will send, in an automated way, to the Owner an email with the reservation request formalized by the Tenant and the Tenant will have a maximum of 24 hours from this communication to accept or deny the reservation of his accommodation. If the Owner accepts the reservation, Resa Housing will automatically inform the Tenant by e-mail of this acceptance of the reservation. The Tenant must then formalise the initial payment of the reservation corresponding to a monthly fee to the Owner by means of a bank transfer to the bank account expressly provided by the Owner, together with the payment of the reservation management service fee plus the corresponding legal VAT by means of a credit/debit card (VISA or MasterCard) through the virtual POS enabled on our website within a maximum period of 24 hours, otherwise the reservation will be understood to have been cancelled.

3º.- 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 in person with the Owner and the Tenant. The contract cannot be contracted through this website.

Resa Housing will charge the Owner the commission for the management of the brokerage fee, once the reservation has been accepted and the contract signed.

Before accepting the reservation, the Owner may consult the "Prices and invoicing" section and the commission for the management of brokerage fees.

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 regulates the Exceptions to the Right of Withdrawal "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 he is aware that, once the contract has been fully performed by the trader, his right of withdrawal will be lost".

On the part of Resa Housing, in relation to the landlord, contracts are deemed to have been executed once the tenant's reservation has been confirmed.

In the case that the reservation has been expressly accepted by the Owner, and provided that the Owner and the Tenant have already signed the rental contract, the cancellation or contract termination policies to be applied will be those included in the aforementioned contract.

If the Owner cancels the reservation before the Check-In Date or before the Owner and the Tenant sign the Rental Contract, the Booking Management Service Fee with its corresponding Value Added Tax (VAT) and the Initial Payment equivalent to one month's rent will be refunded to the Tenant.

In relation to the Owner:

- a) If the Owner cancels the reservation 61 or more days in advance of the Check-in Date, Resa Housing will not pay any penalty to the Owner.
- b) If the Owner cancels the reservation between 60 days and 31 days prior to the Check-in Date, Resa Housing will penalize the amount equivalent to 25% of a monthly payment.
- c) If the Owner cancels the reservation less than 30 days before the check-in date, Resa Housing will penalise the amount equivalent to 50% of one monthly payment.

Resa Housing does not assume any responsibility for the failure to comply with the cancellation policies applied to the Owner and the Tenant.

Furthermore, Resa Housing reserves the right to claim any of the above-mentioned amounts, in the event that it is necessary to apply any of the above-mentioned penalties, and to this end, the Owner accepts that Resa Housing will send him a payment request and will be obliged to pay these amounts to Resa Housing in accordance with the provisions of section 5.2 of the General Conditions and Legal Notice of this Web.

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. This payment will be made by direct debit.

Any document issued before payment for the specific service is made and the corresponding invoice is 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**: this is the amount corresponding to the price of a monthly rental payment (which will become part of the amount of the deposit), plus the reservation management service fee plus any applicable taxes in accordance with current regulations.
- The **total price of the contract**: this is the total amount of the rent reserved according to the 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.- Information on Data Protection.

In accordance with the General Data Protection Regulation EU 2016/679 (from now on, 'RGPD') as well as the Organic Law 3/2018, of December 5th, on Personal Data Protection and guarantee of digital rights (from now on, LOPDGDD) 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.

A) Purposes of the collection of the Owners' personal data.

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

- To manage the documentation of the accommodation provided by the Owner, to manage the blocking of the accommodation and to process the booking of the same, to manage visits, ...etc.
- To manage and/or process the final reservations, as well as the execution of the rental contract, if applicable.
- If the Owner gives us his consent, we can provide the tenant's bank details for payments to be made on his behalf and at his expense
- If the Owner gives his express consent, 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 at present or in the future.
- If the Owner gives consent, some of the personal data may be passed on to the tenant user so that contact can be initiated between them and documentation can be exchanged.

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 is terminated, it will be kept 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.

B) Basis(s) that legitimise the processing of personal data

We inform you that the legal basis for the processing of the data is the execution and formalization of the reservation of the accommodation. Likewise, we rely on your consent to be able to transfer some of your data (e.g. e-mail) to the tenant user so that he can contact the Owner and exchange documentation. We also use your consent to pass on your details to other companies in the Greystar Group. Your consent is also required for the sending of commercial communications.

C) Recipients of your personal data

We need your consent in one of the boxes below so that, in the event that you have accepted the reservation of the accommodation, certain personal details can be passed on to the tenant. We inform you that this consent is necessary to carry out this process, so that the refusal to carry out this transfer will make it impossible to continue or complete the reservation process. Likewise, and once the reservation has been accepted by both parties, the Owner agrees that his bank details can be provided to the tenant with the aim and purpose of allowing the latter to formalise the payments to be made.

Likewise, if it is of interest to you and you tick the corresponding box below, we may 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.

D) 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.