

General Terms and Conditions and Consent Data Protection

STEINER RESIDENCES (STR) Vacation Rentals (Apartments) in Vienna and Mödling
Trademark of companies SI (Super-Immo Immobilientreuhand GmbH), AH (A&H Steiner Immobilienvermietungs GmbH) and KF. (clothing fashion Weisz & Steiner GmbH).

General Terms and Conditions (GTC)

A usage contract is concluded between the user (guest) and the person providing the vacation apartment (STR). With the booking or with the order to reserve the vacation apartment, the user accepts the following general terms and conditions and the terms of use and cancellation as binding.

General

The Steiner Residences provides fully furnished, functionally equipped apartments of various sizes in a very good location in Vienna and Mödling. However, no tourist services (breakfast, daily cleaning, transfer, etc.) are offered. STR is not a hotel company and there are no receptions or general lounges in the buildings and outside the apartments used by users. Our apartments are located in several newly renovated Viennese residential buildings in the 1st and 10th districts and Mödling. The users (guest) undertake to strictly comply with the house rules.

STR always strives to keep the apartments in perfect condition and to make them available to their users. Nevertheless, a defect can occur during your stay, or it can happen that a defect is overlooked despite regular checks. You are welcome to report any complaints or defects to us at any time so that we can rectify the problem as quickly as possible. However, you as a user cannot derive any legal consequences from such defects.

The user is responsible for the safekeeping of valuables. We shall not be liable for theft, loss or damage to User's property, or User's injury or illness.

The user expressly agrees to this and ensures that STR will be held harmless and harmless.

In rare cases, it can happen that the booked apartment is not available due to an error in our IT system or due to unforeseeable unavailability. In this case, we will endeavor to offer you an approximately equal or higher quality apartment at the same price, this apartment can also be in a different location. However, we will not pay any compensation in this case.

Reservation process - conclusion of contract

The reservation order by the user and the booking confirmation by STR can be made directly on the website and via online platforms. With the booking confirmation, the guest receives information about the payment methods and the amount of the price and information about the date of the stay in the selected apartment. The reservation contract only becomes legally binding for both parties once a confirmation has been sent by STR. This means that the apartment is only reserved for the interested party after a positive confirmation of the booking by STR! The user declares himself responsible for the contractual obligations of all persons traveling with him.

Payment

In most cases, payment is made automatically and electronically via the reservation platform by credit card.

Online check-in & check-out, receipt and return of the keys

We inform our guests about the check-in methods and the procedures in the reservation confirmation email.

We ask our guests to let us know their estimated time of arrival before arrival.

If we are not on site when you check in, you will receive check-in instructions via email or SMS on the same day. These include the PIN CODE for the main entrance, house entrance and the apartment door or the key safe in which the apartment key is located.

before arrival, in accordance with the statutory obligation in our electronic guest directory. The guests acknowledge their obligation in accordance with Sections 3 and 4 of the Registration Act to register or deregister within three days. ID and credit card must be presented upon arrival.

A personal handover of the apartment at check-out is not required. Simply follow the handover instructions that will be emailed to you the night before you leave.

Termination and early termination of the user contract by the user

The following provisions apply to termination and termination of the contract before the end of the limited period of use:

a) Written termination

To be effective, the termination must be made in writing to STR. In the event of a dispute, the user must prove that he has declared the cancellation.

b) Withdrawal from the contract / cancellation / change

The user can withdraw from the contract at any time before the start of the journey by means of a declaration of withdrawal to STR. The declaration must be made in writing by email, fax or letter to STR. Free cancellations are generally possible, see below. Exceptions are agreed in writing by the service provider directly with the user.

Cancellation conditions

Cancellation fees in the event of no-show (No SHOW) or withdrawal/change amount to the following, depending on the time of cancellation before the start of use, according to the total rental price in euros:

Up to one week before the agreed arrival date - 0% of the reservation

One week before the agreed arrival date and shorter – 100% of the reservation amount.

STR recommends taking out travel cancellation insurance. Any down payment made remains with STR until the settlement date in accordance with the terms and conditions.

Changes to the originally agreed period of use and the price are only valid if the user and STR agree in writing. The same deadlines apply for such changes as for cancellations; changes can only be made free of charge up to one week before the start of use.

The Apartments (apartments) are also booked via online reservation platforms as intermediaries such as Booking.com, Hotel.com, Expedia, Airbnb and many more. offered. If the rental is made through the agent, the cancellation provisions there apply according to the reservation confirmation and the general terms and conditions.

c) In the event of premature interruption of use by the user

If the user terminates the contract by leaving early, i.e. before the end of the contract - for reasons for which STR is not responsible, STR is entitled to the entire usage fee. The day of early departure then corresponds to the day of cancellation. Early departure does not replace the requirement for written termination by the user. In the event of a dispute, the user must prove that he moved out before the end of the period of use and thereby terminated the user agreement in this way.

Upon termination of the usage agreement and within the framework of the usual course of business, STR will immediately endeavor to rent the Apartments apartment again. The user has the right to provide a reasonable substitute who will assume his contractual obligations, unless there are special reasons to the contrary. The user is at liberty to prove to STR that less damage has occurred.

d) Settlement of the usage fee

Upon check-in (arrival), payment of 100% of the total reservation amount is required. If payment is not made immediately, STR can give the apartment to someone else. Only in the case of short-term bookings can another amicable agreement be made in writing (letter, email).

Period of use, check-in and check-out time

The period of use is specified in the contract. Arrival (check-in) is from 2 p.m., departure by 10 a.m. (check-out) at the latest. Deviations from this are only possible after consultation and written assurance from STR.

Services of STR

- The scope of the contractual services results from the service description of the contract or the booking confirmation. The description of services on the Internet was carried out to the best of our knowledge and belief, but no liability is assumed for crept errors.
- The property may only be inhabited by the number of people specified in the confirmation.
- Children up to 2 years stay for free, in apartments that offer more than 2 people capacity, children from 2 – 12 years can stay for 50% of the extra adult supplement, which is currently 20 euros, and from 12 years are counted as adults.
- STR reserves the right to change the prices for the Apartments offered at short notice in order to fill occupancy gaps; existing contracts and the associated booking confirmations remain unchanged in this case.
- The user cannot derive any claims against STR from a price change in the meantime
- . No extra fee will be payable for the provision of towels and bed linen.

Liability

The user is solely and fully liable for personal injury caused by him or persons traveling with him, and in all cases for property damage and loss of the objects of use, furnishings and utensils, insofar as they exceed normal use, normal wear and tear with careful handling, the user is solely liable . Parents are responsible for their children.

STR assumes no liability in the event of burglary or theft, fire or water damage to the user's property. STR also assumes no liability for stolen bicycles or scooters parked in inner courtyards or bicycle parking spaces.

Damage in the apartment, to the installations or to the furnishings must be reported to STR immediately - as soon as possible. Concealment or cover-up can result in further consequential damage, which leads to higher claims on the part of STR against the user (e.g. if use after the user's departure is prevented or delayed by the damage). If damage is reported immediately, STR will always try to find an accommodating arrangement.

Obligations of the user and house rules

- The user undertakes to treat the Apartments, including all **inventory** including furniture, equipment and utensils, with care. All damage caused by the user or persons traveling with him or his visitors must be reported to STR immediately. Damaged parts of the equipment are to be procured again by the user himself. Alternatively, the damage incurred can also be compensated. In the latter case, a processing fee of min. EUR 10.00 / max. EUR 50.00 will be charged in addition to the damage incurred.
- The entrances are to be kept locked at all times. Passing on keys and door codes to third parties is prohibited.
- Users are responsible for cleanliness and hygiene in the apartments.
- The legal provisions on **fire protection** must be observed without exception. Cookers and microwave ovens should never be left unattended when they are on. The use of fire and open flames is prohibited in the houses. The demonstrable costs arising from culpably caused false alarms can be charged to the person who caused them.
- There is an absolute **smoking ban** in all houses and apartments in terms of non-smoker protection. This ban includes vapes, e-cigarettes and hookah. In the event of a violation, a penalty of € 50 to € 300 will be agreed and invoiced for repairing the damage through special cleaning. If the room can no longer be rented, STR is entitled to demand compensation.
- The user undertakes not to make any noise in the stairwell, to turn down all devices in the apartment after 10 p.m. to room volume and not to trample or jump in the apartment. Please show consideration for the other residents of the house and their need for quiet, in particular the usual **quiet times** from 10 p.m. to 8 a.m. and from 1 p.m. to 3 p.m.
- Parties and celebrations in the facilities are always prohibited.
- The **rearrangement** of the facility, including furniture and household appliances, is always prohibited.
- Pets are not allowed at the premises and accommodations.
- The use of sleeping bags is not permitted.
- To prevent mold, it is important to ensure that the room is properly heated and ventilated.
- Bringing weapons and dangerous objects into STR buildings is strictly forbidden.
- Any **commercial use** of the infrastructure of the STR, the apartment and resources (internet, electricity, appliances, etc.) by the guests contradicts the purpose of the dedication and is therefore prohibited.
- The transfer and subletting of apartments is prohibited.
- The occurrence of damage, notifiable diseases and vermin must be reported immediately.
- Energy resources, especially electricity and heating and the inventory of the house, should always be used sparingly and with care.
- On departure (**check-out**) make sure that the apartment is left in the same condition as when you checked-in.
 - All windows and doors must be tightly closed.
 - Crockery, cooking utensils, kitchen equipment, as well as refrigerator, stove and microwave must be cleaned by the user after use. The (no crumbs, no manure, no leftovers, no food in the fridge, etc...)

- accumulating garbage must be disposed of in the containers provided for this purpose.

In case of violation, a **final cleaning** surcharge of at least 60 euros will be charged. If the cleaning effort for the final cleaning exceeds a normal level (e.g. after a party night or excessive soiling, dirty carpets, curtains, spilled drinks, footprints, etc.), additional cleaning costs can be charged to the user afterwards.

Warranty

If defects are found when moving into the Apartments, these must be reported to STR immediately. If the stay is significantly impaired as a result of a defect and STR does not remedy the situation within a reasonable period of time, the user is entitled to a price reduction or termination. The contract can also be terminated if use is made considerably more difficult or endangered by force majeure such as natural disasters, fire, etc. In this case, the usage fee paid for the remaining period of use will be refunded. Further claims are excluded.

Termination by STR

The contract of use can be terminated by STR without notice if the user or the persons traveling with him behave in a disruptive manner in such a way that the neighbors of the house cannot be expected to remain in the Apartments. Likewise, the further admission of additional persons and not fulfilling the obligations of the user and house rules without a written confirmation from STR is an immediate reason for termination without notice.

Parking

Public parking is available on the street (short-term parking zone), or in the parking lots near our houses, as described on the STR website. No liability is assumed for damage, burglary or theft of the vehicles or for parking fines.

Video surveillance

For the self-protection of users, employees and authorized visitors, there is video surveillance in some buildings. The purpose is to prevent and clarify vandalism and other behavior relevant to criminal law. The data is protected and only accessible to certain authorized persons and will be deleted after 72 hours at the latest.

Internet use

Any use of the Internet that violates applicable laws and regulations, such as the disclosure of confidential data and the unauthorized downloading of copyrighted software or files, is expressly prohibited and inadmissible. Misuse of internet use that is relevant under criminal law can lead to termination or immediate termination of the usage contract/guest contract. The STR assumes no liability whatsoever for any damage caused by the use of the internet in the area of the participants. The user alone is responsible for the content of the pages visited or the effects of using the Internet access. The user is personally liable for any damage caused by the use of the internet and undertakes to indemnify and hold STR and its statutory bodies harmless against any claims and claims by third parties due to improper use of the internet.

Travel

contract law STR is not a tour operator. The regulations on the right of the tour operator, including his liability, are therefore not applicable.

Content of the online offer

The author assumes no liability for the topicality, correctness, completeness or quality of the information provided. Liability claims against the author, which relate to material or immaterial damage caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are excluded in principle, provided that there is no demonstrable intentional or grossly negligent action on the part of the author fault exists. All offers (except online booking) are subject to change and non-binding. The author expressly reserves the right to change, supplement or delete parts of the pages or the entire offer or to temporarily or permanently cease publication without prior notice.

General

If individual provisions of the General Conditions of Use and Cancellation are or become void, ineffective, contestable or unenforceable, the remaining provisions shall remain unaffected. The parties will then endeavor to find a permissible provision that comes as close as possible to the intended regulation.

performance and place of jurisdiction

The place of performance for all claims arising from the contract of use is the place where the property is located, i.e. Vienna. The exclusive place of jurisdiction is the competent district court in Vienna.

Vienna, June 2025

Declaration of consent data protection

I agree in my own name that the Steiner Residences (hereinafter "Hotel" or "STR") processes my personal data, in particular

- master data (surname, first name, main residence, address, e-mail address, telephone and fax number, professional and private contact details including contact persons and their function, place of birth, date of birth, customer number, language and license plate number as well as car model)
- the data in ID cards (e.g. travel document, identity card, driving license etc. including the issuing authority and duration, nationality)
- Arrival and departure date and booking duration, room number,
- the services I requested and personal preferences that I made known (e.g. meal or upholstery requirements), as well as allergies, intolerances, special needs and customer or special requests, date and type of used and consumed services including special categories of data
- the date n on the type of payment and in connection with payments, in particular with debit cards, credit cards and bank cards,
- customer feedback
- data with image/sound images

processed for the following purposes:

- reservation of rooms and other services, booking of rooms and services in the hotel industry and their implementation, Processing and invoicing of this and other hotel services and services (B2B, B2C, FIT)
- Customer care including all necessary correspondence, processing of customer requests,
- cost allocation Arranging and provision of transport services and rental vehicles
- Video surveillance of all entrances to the hotel, all company-owned areas outside the hotel and in general accessible rooms within the hotel building and associated outbuildings such as parks for security purposes, e.g. to protect people and property, in particular the property of the hotel guests and the hotel.

Furthermore, the transmission of the data to

- group companies STR
- online booking platforms

and their vicarious agents are approved.

I want my services related to the use of the hotel to be as effective and time-saving as possible, and that my special customer requests can continue to be taken into account. For the purpose of my optimal support, I wish that

- all my data mentioned in this declaration may be stored beyond the duration of my business relationship with the hotel,
- a maximum of 3 years beyond the longest legal storage obligation applicable to the hotel,
- so that this data can be stored in the event of a new one processing of my desired use of the hotel, and
- may be transmitted to third parties to the extent required.

I have been informed that I am entitled to withdraw this consent in whole or in part from the hotel at any time.

I am aware that the hotel's data protection policy can be accessed on its web portal at

www.steiner-residences.at and I hereby confirm that I have read and understood it and that I agree to it.

Vienna, June 2025