GENERAL TERMS OF SERVICE

1. GENERAL

These General Terms of Service of Borg Housing (the Terms) set out the conditions on which Borg Housing Oy (business ID: 3357335-8) provides accommodation, digital services and other services (together, the Services). These Terms also include information directed at consumer customers concerning distance selling.

In these Terms: Customer means a person (natural or legal) who enters into an agreement with Borg Housing; Guest means a person who uses the Services (for example an employee of the Customer) and who has been notified to Borg Housing as a guest; Booking means a booking made by the Customer for the Services; Unit means an apartment, room or other accommodation unit offered by Borg Housing for accommodation purposes, including related common areas.

These Terms also apply to bookings made via Hostaway and other OTA (online travel agency) channels and to corporate (B2B) bookings, unless expressly otherwise agreed in a separate customer agreement.

2. AGREEMENT AND TERM

The agreement between the Customer and Borg Housing concerning the Services (the Agreement) must be in writing. If no other direct written agreement has been made between Borg Housing and the Customer, the Agreement is deemed to be the email confirmation sent by Borg Housing to the Customer (including its attachments and other referenced documents) (the Booking Confirmation), which is valid and binding until the parties have fulfilled their obligations relating to the Booking. A confirmation delivered via Hostaway or another OTA channel is also deemed a Booking Confirmation unless otherwise agreed in a customer agreement.

These Terms and all rules and practices applicable to the Unit from time to time (together, the Unit Rules) are an essential part of each Agreement. They also apply to all agreements without express reference. These Terms also apply to all use of digital services. The applicable Terms and Unit Rules are the latest versions published on Borg Housing's website at the time of booking. If there is a conflict between the Agreement and these Terms, these Terms prevail. Borg Housing does not accept amendments or deviations from these Terms unless expressly agreed in the Agreement.

3. GUESTS AND ACCOMMODATION

If the Customer and the Guest are different persons (for example the Guest is an employee of the Customer), the Customer must ensure that the Guest undertakes to comply with the Unit Rules and all other obligations arising from the Agreement and applicable laws, regulations and authority decisions.

Before checking into the Unit, each Guest must provide in writing their personal and contact details and proof of identity. Borg Housing may refuse access to the Unit if the Customer or Guest does not provide the requested information and documents. The Guest may use the Unit only for ordinary accommodation. Other persons are not permitted to use or stay in the Unit.

The Guest must treat the Unit and its property with due care and avoid causing damage or disturbance. The following are prohibited: i) smoking; ii) use of strong fragrances; iii) use of intoxicants; iv) offering sexual services or producing adult entertainment content; and v) engaging in criminal activity.

> **PETS**
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> Pets are allowed only if the listing / booking advertisement for the Unit permits them and Borg Housing has given written consent (or accepted the pet in connection with the Booking). A separate fee may be charged for pets. Pets must not be brought into Units whose listing does not allow pets. A pet permit or payment of a related fee does not release the Customer from liability to compensate for damage caused by the pet (see §6).

Guests must also ensure that i) the Unit and shared areas are clean and tidy; ii) all waste is disposed of promptly and placed in waste containers; iii) lights, electrical appliances and taps are switched off before leaving or going to sleep; iv) doors are locked and windows closed before leaving the Unit; v) keys or door codes are not copied, shared or given to third parties; and vi) no repairs or alterations are made in the Unit.

The Customer and Guest must notify Borg Housing immediately of any defects or damage in the Unit. Emergencies must also be reported immediately to the authorities and/or the maintenance company. The Customer is not entitled to compensation for defects that have not been properly reported. Failure to report damage may also lead to Customer liability for damage that could have been avoided by proper action.

Guests must allow Borg Housing's representative access to inspect the condition of the Unit and to supervise care and maintenance work. Borg Housing's representative or a third party, such as the Unit owner or authorised representative, must where necessary be allowed access for inspection and marketing purposes without the Guest's express consent. If the Customer has requested Services that require a visit to the Unit, it may not be possible to notify the Customer of the time of the visit in advance.

Failure to comply with these rules is a breach of contract, and Borg Housing may deny the Guest access to the Unit (without right to a refund or other compensation).

4. BOOKINGS AND STAY PERIODS

A Booking takes effect when Borg Housing has confirmed it with a Booking Confirmation. The Customer is entitled to use the reserved accommodation from the first day of the stay period stated in the Booking Confirmation until the last day of that period, provided that the Customer has paid all Booking-related charges in full and on time. Borg Housing may treat the Booking as terminated at any time and without

separate notice if the Customer fails to make full and timely payment for the billing period or other charges stated in the Booking Confirmation. If the Booking is terminated, Borg Housing may immediately deny the Guest access to the Unit.

CHECK-IN AND CHECK-OUT

Check-in and check-out times are stated in the Booking Confirmation or Unit Rules, unless otherwise agreed. Early check-in or late check-out may be subject to a separate fee depending on availability (see additional services terms).

The Customer may reserve the right to book the same Unit for an additional stay period provided the Unit is available and a separate fee has been paid. For the avoidance of doubt, section 7 also applies where the Customer has paid such a fee.

If Borg Housing agrees to accept an open-ended Booking, it remains in force until either party terminates it. Notice must be given in writing. If the notice period is measured in months, it starts on the last day of the month in which notice is given. If the notice period is measured in days, it starts immediately.

Borg Housing may invoice the Customer for all costs arising from the Customer's failure to comply with contractual obligations. If after the Booking (stay) the Unit cannot be used for ordinary business because of damage, extraordinary uncleanliness or other breach caused by the Guest or Customer, Borg Housing may (in addition to other available rights and remedies) invoice the Customer an amount equal to the Unit's normal daily rate multiplied by the number of days the Unit is unavailable for ordinary business.

5. FEES, PAYMENTS AND DEPOSITS

Prices and payment terms are set out in the Agreement. Borg Housing provides customer service for which additional fees may be charged.

ADDITIONAL SERVICES

Borg Housing may offer additional services (for example Flexible Terms, cleaning, early/late check-in, linen, parking, pet fee, breakfast). Availability and pricing of additional services are **property-specific and dynamic**; not all services are offered at all Units, and exceptions may apply. Fixed euro prices are not set out in these General Terms. Price and availability are shown when booking. Additional services are also subject to separate additional services terms (see the then-current additional services terms PDF on Borg Housing's website).

Pricing of the Services assumes that the Customer pays for the Services for the entire stay period. If the Booking is terminated before the end of the stay period (i.e. the Customer does not pay for the entire stay), Borg Housing will charge the Customer an early termination fee (exceptions relating to the Flexible Terms service may apply where that service has been added to the Booking). Further information on the early termination fee is in the Booking Confirmation and/or on Borg Housing's website.

Overdue payments carry interest at 16% per annum from the due date, except for consumer customers, to whom the highest interest rate permitted by law applies. Borg Housing may charge reasonable collection costs on overdue amounts. Partial payments are applied first to interest and then to principal.

Borg Housing may increase prices on the following grounds: i) regulatory changes or authority decisions affecting the Services and ii) a general rise in cost levels. Price changes are notified to the Customer in writing. A price change takes effect 14 days after the date the notice was sent to the Customer in accordance with these Terms.

Borg Housing may correct technical pricing errors at any time, including after the Booking Confirmation has been sent (the price will not necessarily ever fall below the normal rent level for a corresponding Unit).

SECURITY DEPOSIT / GUARANTEE

Borg Housing may charge a guarantee payment or other **refundable deposit** in connection with Bookings as security for the proper and timely performance of all obligations arising from or related to the Agreement. A deposit may be charged **more broadly**, not only in exceptional cases; the amount, collection method and terms are stated in the Booking Confirmation or at booking (dynamic / property-specific). The deposit may be used to cover damage to the Unit, cleaning fees and other similar damage and costs (including administrative work) caused by the Customer or Guest. The deposit (or any remaining part) is returned within 14 days after all of the above have been compensated and obligations fulfilled. No interest is paid on the deposit.

DAMAGE WAIVER

Borg Housing may offer a separate **non-refundable Damage waiver** as an **alternative** to a refundable deposit. The Damage waiver is **never mandatory**: where both options are offered, the Customer / Guest chooses at booking either a refundable deposit or a non-refundable Damage waiver. The Damage waiver is not credited after the stay. The price is dynamic and shown when booking; no fixed euro amount is set out in these Terms. Availability and terms are stated in the Booking Confirmation or at booking.

6. CUSTOMER OBLIGATIONS AND LIABILITY

The Customer must fully compensate Borg Housing for damage caused to the Unit or its movables by the Customer, Guest, pets, or persons staying or visiting the Unit with the Customer's or Guest's permission. Liability also covers damage caused by negligence. Lost property and costs of extraordinary cleaning of the Unit must be compensated. A pet permit (or payment of a related fee) does not release the Customer from liability to compensate for damage caused by the pet.

Borg Housing may offer Customers separate liability limitation products. Such limitations require a separate agreement and payment of related fees. Liability limitation does not cover i) damage to third parties or their property; ii) damage from loss of or damage to movables; iii) damage, injury or disturbance caused intentionally, by gross negligence or lack of due care; or iv) any breaches entitling to termination.

The Customer must compensate Borg Housing for consumption of water, electricity, heating, broadband internet or similar utilities that exceeds ordinary expected household use (use of utilities for business purposes is prohibited).

If Borg Housing is unable to provide the accommodation under the Booking (or cancels the Booking) for a justified reason attributable to the Customer or Guest, Borg Housing may charge the Customer **reasonable, documented costs** plus an **administrative handling fee**. The total of these amounts shall not exceed the **value of the Booking**. No fixed minimum fee applies. The security deposit (§5) and any chosen Damage waiver (§5) may be applied under this clause to the extent they cover the same costs; the same costs will not be charged twice.

7. BORG HOUSING OBLIGATIONS AND LIABILITY

Borg Housing provides the Services defined in the Booking Confirmation in accordance with the Agreement and its ordinary business practices. If providing the reserved Unit proves impossible or unreasonably burdensome, Borg Housing may provide the Services by offering another corresponding Unit. Borg Housing remedies reported defects in the Unit in accordance with its ordinary business practices.

If the Customer's access to the Unit is delayed due to Borg Housing's fault, or the quality or standard of the Unit is materially reduced and the defect has not been remedied within a reasonable time, the Customer is entitled to a full or partial refund corresponding to the defect. Borg Housing is not responsible for items left in the Unit.

Unless mandatory consumer protection law or other mandatory law expressly provides otherwise, i) Borg Housing is not liable for any indirect damage, and ii) Borg Housing's liability does not exceed the amount the Customer has paid for the Services directly related to the damage. Borg Housing is not liable for damage related to force majeure. Borg Housing's aggregate liability under these Terms or in connection with the Services shall in no circumstances exceed i) EUR 5,000 or ii) the fees the Customer has paid for the Services during the three (3) months immediately preceding the first occurrence of the event giving rise to the claim, whichever is lower.

8. CANCELLATIONS

Unless expressly otherwise agreed, all Agreements and Bookings are binding, and the Customer may not terminate or cancel them.

> **EXCEPTION — FLEXIBLE TERMS**
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> If the Flexible Terms add-on service has been added to the Booking, the Customer may change or cancel the Booking in accordance with that service's terms and notice periods. A separate add-on fee is charged; the price is shown when booking (dynamic). The amount of the add-on fee is not stated as a percentage in these General Terms. The service fee is non-refundable. Full terms are in the separate additional services terms.

The Customer may nevertheless terminate the Agreement if Borg Housing materially breaches the Agreement and does not remedy the breach within a reasonable time.

Borg Housing may terminate the Agreement with immediate effect if the Customer (or Guest) materially breaches the Agreement or obligations arising from it. Borg Housing may also terminate with immediate effect for the following reasons: i) failure to pay fees, advance payments, deposits or guarantee payments due to Borg Housing; ii) the Customer is insolvent, becomes insolvent or is at risk of becoming insolvent (in Borg Housing's reasonable judgment); iii) a breach by the Customer or Guest entitling to termination, including breaches of these Terms and the Unit Rules.

All cancellations must be notified in writing. Cancellation or other termination of the Agreement does not release the Customer from any accrued obligations, including payment obligations. All terms of the Agreement and these Terms that by their nature are intended to survive termination (including cancellation and expiry) remain in force after termination.

9. DIGITAL SERVICES

The purpose of websites, customer portals, online shops and all other digital services offered by Borg Housing (Digital Services) is to enable each user of the Digital Services (User) to explore, purchase, book and pay for Services, manage bookings and perform similar functions (the Purpose).

Borg Housing provides Digital Services in accordance with its ordinary business practices and processes, which may change from time to time. Digital Services are provided as is without any express or implied warranties as to availability, features, functions or other characteristics of the Digital Services.

10. PAYMENT SERVICES AND PRIVACY

Borg Housing may use third-party payment services in connection with Digital Services. Borg Housing is not liable for external service providers unless such liability arises from mandatory law. Further information on payment services, payment service providers and their terms is available from Borg Housing on request and, where applicable, in the Booking Confirmation.

The Customer confirms having received and accepted Borg Housing's then-current privacy notice, available at https://www.borghousing.fi/privacy-policy (or the then-current privacy notice on Borg Housing's website). If cooperation between Borg Housing and the Customer involves processing of personal data, Borg Housing may require the parties to enter into a separate data processing agreement using Borg Housing's standard practices and templates.

11. OTHER TERMS

Borg Housing is not liable for delay or non-performance caused by an impediment beyond its reasonable control, provided also that Borg Housing could not reasonably have foreseen such an impediment when sending the Booking Confirmation and that such an impediment cannot be removed or avoided at reasonable cost and effort (force majeure). The following events always constitute force majeure: water damage, accident, fire, strike, natural disaster, interruption of energy supply, power outage, water or sewerage problems, heating problems, pandemics, war and pandemic-related restrictions, authority decisions concerning the Unit, internet outages, and repairs, maintenance and similar work by third parties. Force majeure affecting a Borg Housing partner or subcontractor releases Borg Housing from liability.

If changes in law, authority orders or other reasons render provisions of the Agreement invalid or void, the remaining parts of the Agreement remain in force and the parties must negotiate a solution that corresponds to the original purpose and the balance of obligations and liabilities between the parties.

The Customer is asked when booking to provide an address for delivery of notices relating to the Agreement. During the term of the Agreement Borg Housing may send the Customer and the Guest staying in the Unit notices by email and text message, such as reminders of Agreement deadlines. The Customer may opt out of such notices.

Unless Borg Housing has expressly otherwise agreed or notified, accommodation services are provided by, and the contracting service provider is, the Borg Housing entity operating in the country where the Unit is located. Details of the Borg Housing entity are set out in the Booking Confirmation.

Borg Housing may assign its rights and obligations under these Terms to any group company or to a third party that acquires the relevant business relating to these Terms.

12. GOVERNING LAW AND DISPUTE RESOLUTION

The contractual relationship between the relevant Borg Housing entity and the Customer is governed by the laws and regulations of the country where the Unit is located (or where other services are provided), excluding however choice-of-law principles and practices. All disputes, controversies or claims arising out of or relating to the Agreement or its breach, termination or validity fall under the exclusive jurisdiction of the public and competent courts of the country where the Unit is located. If the Customer is a consumer customer, mandatory law applies. Consumer customers may also have the right to lodge a complaint with the following public bodies:

Finland: Consumer Disputes Board. Further information: https://www.kuluttajariita.fi/.

For cross-border matters within the European Economic Area, you may seek advice from the European Consumer Centres Network (see eccnet.eu).

13. INFORMATION REQUIRED BY CONSUMER PROTECTION LAW

Digital Services are provided by Borg Housing Oy (business ID: 3357335-8). Borg Housing's postal and street address is **Antinkatu 15, 28100 Pori**. Borg Housing's telephone number and email address are available at https://www.borghousing.fi/ and in the Booking Confirmation relating to purchase of accommodation services. Details of the Borg Housing entity providing accommodation services are presented during the sales process.

The right of withdrawal for online purchases does not apply to accommodation services. Borg Housing has not committed to comply with codes of conduct as defined in Article 2(f) of Directive 2005/29/EC.