

The following conditions represent the contract between the guests and the owner of the leased object managed by the company TheCo Sagl (hereinafter always referred to as "TheCo"). Guests agree to read, electronically confirm and declare that they understand and accept the entirety of the conditions included herein before concluding the contract. If you have any questions, please contact customer service.



1.	TheCo.....	3
2.	The host.....	3
3.	Visitors .....	4
4.	Additional and replacement guest.....	4
5.	Reservations for third parties .....	5
6.	Overview of host notification requirements.....	5
7.	Fixed contract period.....	5
8.	Purpose of use .....	6
9.	Amenities included in the price.....	7
10.	Additional amenities for a fee.....	9
11.	Reservation procedure .....	11
12.	Autonomous check-in.....	12
13.	Autonomous check-out.....	13
14.	Reservation/Payment Price .....	14
15.	Payments in arrears .....	15
16.	Duty of careful use.....	16
17.	Duty of consideration to other guests .....	17
18.	Appropriate use of living space, facilities, furniture and equipment.....	18
19.	Moisture.....	19
20.	Waste Disposal .....	19
21.	Reporting and repairing damage and defects.....	19
22.	Prohibition of pets.....	20
23.	Security within the facility.....	20
24.	Lost or damaged items.....	21
25.	Information updates .....	21
26.	Applicable law and place of jurisdiction .....	21

## 1. TheCo

- a. TheCo is an unregistered trademark of TheCo Sagl, Corso Elvezia 27, 6900 Lugano
- b. TheCo provides living and working spaces ("TheCo") with fixed amenities included and additional amenities available at an additional cost.
- c. TheCo reserves the right to verify the guest's credit availability within the normal scope. The guest gives TheCo consent to this by making a reservation request. TheCo may also ask the guest himself or herself to submit reports on the credit check referred to him or her.
- d. Any requests and communications addressed to TheCo, especially requests for approval regarding the acceptance of an additional or replacement guest, should be promptly forwarded to TheCo by e-mail (info@the-co.ch). TheCo will take up such requests and respond within five working days, except in cases of manifest emergency.
- e. Communications between guest and TheCo must be made via "FlatMan App" (hereinafter referred to as App), and be in accordance with the provisions of these conditions. In exceptional cases, communications made by e-mail will also be accepted.
- f. Additional or substitute guests must meet the same requirements as regular guests and provide via e-mail the same attestations required of the latter.
- g. TheCo and its representatives have the right to access TheCo in the presence of the guest in the performance of their duties. In case of emergency or other justifiable reasons (e.g. cleaning services), access to TheCo may also be granted in the absence of the guest.

## 2. The host

- a. When making a reservation, the guest must indicate in full the number of people who will temporarily occupy TheCo. The guest is required to truthfully disclose the personal information of any accompanying persons and upload their identity documents.
- b. The guest is required to complete the reservation request completely and truthfully and upload a scan/photo of a valid official document (passport or ID card, including any applicable visas). Identification documents that do not use the Latin alphabet must include a translation. This requirement applies to all guests, including substitute and/or additional guests.
- c. The e-mail address provided by the guest when making a reservation must be used for any messages exchanged between the guest and TheCo pertaining to the reservation, to the extent that communication is not to be made via app. Any messages received from different, unknown or not previously reported email addresses will not be accepted as coming from the guest. The guest is required to notify TheCo without delay of any change in his or her e-mail address via app.
- d. The guest is required to notify TheCo without delay of any changes occurring during the stay related to the marital status of the guest, additional guest, substitute guest, or companion, or other information indicated in the reservation request (addresses, phone numbers, emergency contacts, etc.).

- e. Any misrepresentations made during and after the reservation or breach of obligations by the guest regarding the reporting of additional, substitute and any accompanying guests shall be considered breaches of contract and shall entitle TheCo to terminate the contract immediately.

### 3. Visitors

- a. Visitors in the Coliving
  - i. Visitors are defined as people who spend more than one day in TheCo and stay overnight only occasionally. It is not necessary to notify TheCo of such visitors.
- b. Visitors in Coworking
  - i. Visitors are defined as people invited to the meeting room or private offices who spend more than one day in TheCo but only occasionally. It is not necessary to notify TheCo of such visitors.

### 4. Additional and substitute host

- a. The booked TheCo may be used by a number of persons not exceeding the number of persons previously indicated to and approved by TheCo. Number of persons means the maximum number of people who may live or work in TheCo. Adults and children each count as a single person. The guest is required to notify TheCo of the personal information of the accompanying persons and upload the identity documents of those persons prior to the transfer.
- b. Additional guests
  - i. Additional guests are defined as those staying more than two weeks in TheCo.
  - ii. The host is required to register the additional guest with TheCo via e-mail at least five working days in advance, except in cases of manifest emergency.
  - iii. Admission of additional guests is subject to the prior approval of TheCo.
  - iv. It is prohibited to admit additional guests or other persons into TheCo for a fee.
  - v. The admission of additional guests into TheCo for a fee constitutes a serious breach of contract and will result in the immediate termination of the contract and the eviction/reoccupation of TheCo. Nevertheless, the guest shall pay the fee in favor of TheCo for the entire period booked.
- b. Replacement guests
  - i. Replacement guests are people who temporarily use the living space in place of the guest.
  - ii. The guest is required to inform TheCo of any replacement guests via email at least five business days in advance.
  - iii. Temporary transfer for consideration of living space to a replacement guest, with subsequent return of the guest and departure of the replacement guest, is subject to TheCo's prior approval.
  - iv. The guest is required to inform TheCo of the amount they intend to charge the replacement guest in the approval request email.

- v. The amount paid by the replacement guest can be the guest's reservation price pro rata temporis or in proportion to the length of stay based on the average daily price paid by the guest.
- vi. TheCo reserves the right to request confirmation from the replacement guest of the amount of payment declared by the guest, and the replacement guest is required to report the amount actually paid to the guest.
- vii. A request by the guest to receive a daily amount from the replacement guest in excess of what the former pays to TheCo constitutes just cause for immediate termination of the contract with immediate eviction and recovery of the living space.
- viii. It is not permitted to advertise a TheCo through any kind of publicity or to use photos owned by TheCo as infringing on copyright and trademark rights.

## 5. Reservations for third parties

Reservations made by a third party on behalf of a guest are allowed as long as the third party has a connection with or is responsible for the guest. Other reservations by third parties for other guests are not allowed.

## 6. Overview of host notification requirements

Each guest is required to provide TheCo with the following documents, even if not specifically requested by TheCo, including all necessary information:

Name changes, issuance of new identity documents, etc;

- a. Change in the number of occupants (incoming and outgoing);
- b. Companions (partners, children);
- c. Additional guests;
- d. Substitute hosts;
- e. Items missing at the time of initial check-in, such as furniture, fixtures, equipment, linens, etc. If any missing items are not reported within the time limits set by TheCo at check-in, it will be understood that the guest accepts the state of the apartment, for which he/she is responsible until check-out.
- f. Damage to TheCo or items. If, within the time limits established by TheCo, any damage is not reported at check-in, it will be understood that the guest accepts the condition of TheCo, for which he or she is responsible until check-out.

## 7. Fixed contract period

- a. The reservation of a TheCo is valid for a fixed contract period, as specified in the offer, up to a maximum of 52 weeks, subject to specific written agreements with TheCo.

- b. It is not possible to extend the reservation of the same TheCo. The guest may, depending on availability, reserve another living space. It is recommended to request an extension of the reservation in advance.
- c. Once confirmation of the reservation is obtained, the customer is required to pay the full amount of the booked stay, subject to specific written agreements with TheCo.
- d. Even if the guest does not take possession of TheCo or move in, the guest is obligated to pay the full amount of the reservation, regardless of when he or she notified TheCo of the cancellation of the reservation in whole or in part.
- e. In the case of longer stays, installment payments can be established (every two, three or four weeks, monthly, bimonthly or quarterly). The amount and due date of payments due will be viewable on the app or communicated by TheCo during booking and are binding.
- f. In the event that the guest does not take possession of TheCo, it will remain at the guest's disposal for the period for which payment has already been made. TheCo will subsequently be returned for assignment to other guests. The return of TheCo does not relieve the guest of the obligation to pay in full for the remaining reservation period.
- g. Any rejection of an application for entry and/or stay in the country where TheCo is located is not grounds for termination of the contract without obligation to pay. The total cost of the reservation remains the responsibility of the guest and must be paid by the guest.
- h. Special offers provided from time to time cannot be cancelled and refunded to the guest.

## 8. Purpose of use

- a. A TheCo's reservation is valid for a fixed number of people that may not be exceeded and includes fixed and additional amenities.
- b. Reservation entitles the guest to use the reserved accommodation or work space and included amenities.
- c. Unilateral waiver of the included amenities does not entitle a price reduction.
- d. TheCo is to be used exclusively for living and working purposes.
- e. Commercial activities involving additional movement of people or goods, including consulting services for a fee, tutoring for a fee, training and courses for a fee, wellness services (massage, sexual services, etc.) and other work activities carried out on a permanent basis involving movement of people and/or goods are not allowed in the living space.
- f. It is expressly forbidden to offer services of a sexual nature, regardless of the amount of payment.
- g. The living space address may not be used as a business address, except in individual cases that TheCo has specifically approved upon receipt of due request.
- h. General endowments of individual leased objects can be viewed on the website or via app. TheCo does not guarantee continuous availability of general amenities for private use (e.g. in case of

maintenance, repairs, changes to amenities made on short notice, etc.). It is the guest's responsibility to carefully read information about the amenities offered by the chosen facility.

## 9. Amenities included in the price

### a. SUPPLY CHARGES

- i. Heating, electricity, hot and cold water are included in the reservation price, unless excess consumption.
- ii. Water and electricity are intended for use by guests and any accompanying persons and cannot be made available to third parties outside the facility.
- iii. The use of water and electricity for commercial purposes is prohibited.

### b. FURNITURE AND EQUIPMENT

- i. Each TheCo has Wi-Fi, Smart TV (with a standard selection of national TV channels, which can be adjusted independently without prior authorization), furniture, including conventional mattress and bedding accessories (pillows and blankets), bathroom, kitchen/kitchenette with conventional equipment (dishes, cutlery, cooking utensils), household linens, kitchen towels, and bed sheets.
- ii. The first-come, first-served principle applies to the amenities available to all guests. The right to use these endowments is not exclusive and can only be fulfilled on the basis of actual availability.
- iii. General facilities for private use are intended only for guests, registered companions and additional registered guests. Third parties outside the facility, non-resident friends or acquaintances of the guest are not allowed to use them regularly. Regular use is defined as more than once a week by the same person from outside the facility. Equipment inside the living space that can be freely used by third parties is excluded from the limitation of use.
- iv. Indoor premises (common areas, etc.) are to be used exclusively for normal recreational activities. By way of example, no political or religious events may be held.

### c. Wi-Fi

- i. TheCo's free Wi-Fi includes high-speed Internet access and unlimited data use.
- ii. TheCo provides a standard delivery service. No guarantees or reliable data are available regarding data rates, as this depends on factors over which TheCo has no influence (general network and network usage inside and outside the facility). Vendor-sponsored data rates refer to ideal performance capabilities, not actual speed.

### d. Linen

- i. This service includes household linens, such as sheets and dishcloths. Such linen is the property of the rented object. Such linens must be returned at the end of the stay in the same state as they were delivered at the beginning of the stay.

- ii. Additional Linens can be purchased for an additional charge.

e. Letterboxes

- i. Each living space has a named, lockable mailbox in the main entrance area.
- ii. The wording on the Bucalettere is applied exclusively by TheCo.
- iii. The guest is responsible for taking delivery of mail intended for him/her. TheCo has no responsibility for the delivery of mail to the guest or the supervision of the mail delivered.
- iv. At the end of the guest's stay, the guest is responsible for providing timely notice of a change of address. TheCo does not guarantee delivery or forwarding to the guest's new address of mail delivered on the guest's behalf at TheCo's address subsequent to the guest's check-out. Such mail is considered lost.

f. Janitor

- i. The on-site facility manager is referred to as the Caretaker and can be contacted via TheCo's service phone number listed at the entrance to each building.
- ii. For repair requests, questions about a particular equipment, provision of services, and other questions related to use-if the app does not provide sufficient information or contact possibilities-the Caretaker's internal service is available to the guest.
- iii. The Caretaker is generally available between 08:30 and 12:00 and between 14:00 and 16:00. In the event of an emergency, you can directly contact TheCo's service department via the specific phone number for each building or the emergency and rescue services (medical service, police, fire department, etc.).

g. LIABILITY INSURANCE

- i. The liability insurer's contractual and/or legal rights of recourse against the responsible person(s) remain unaffected.
- ii. The guest, his/her companion, additional or replacement guest or the person who caused the damage(s) is liable to TheCo for the damaged or destroyed inventory items. The person who caused the damage is liable for the cost of replacement or repair, including the cost of handling the repairs (TheCo's own costs plus the external costs of the repair company). TheCo may, at its sole discretion and without any legal obligation, propose a lump sum payment (e.g., list price, courtesy price, or the like) in order to simplify and expedite the settlement of damages.
- iii. TheCo guarantees the functioning of the facilities (Internet, Smart TV, electrical/plumbing connections, etc.), items included in the inventory and the apartment itself, as provided upon delivery of the apartment to the client. Any changes of any kind made to the aforementioned facilities without authorization or not carried out directly by TheCo shall relieve TheCo of the responsibility to implement remedial action for any problems arising from such changes. Any interventions (internal or external to TheCo) necessary to resolve problems caused by such



modifications will be the responsibility of the person responsible for such modifications. TheCo's apartment, inventory, and facilities are subject to conditions of proper and lawful use.

## 10. Additional comforts for a fee

- a. The range of additional amenities is different depending on the location of the leased object. Additional comforts for a fee are provided only by order. A long-term reservation can be made for individual additional amenities. The order must be placed via app. Payment must be made via the guest's credit card when ordering or booking the additional amenity. If there are any problems while booking an additional service, please contact TheCo customer service.
- b. SMART CLEANING.
  - i. General cleaning is called SMART CLEANING and can be booked with the reservation request and/or during the stay via app.
    1. Arrangements and timing regarding the cleaning of the apartment by staff will be communicated to the guest on site or by customer service. If the guest does not indicate a preference regarding the specific cleaning day, TheCo will arrange the service according to the weekly schedule.
    2. Housekeeping personnel are allowed access even in the absence of the guest.
    3. In order to provide SMART CLEANING service effectively, it is usually advisable to keep the surfaces to be cleaned clear.
- b. APPROXIMATE CLEANING represents the "deluxe cleaning" of the living space. These are general cleaning activities that include vacuuming, dusting, cleaning of bathrooms and floors; stubborn dirt, washing of dishes and kitchen utensils, cleaning of specific areas, and waste disposal are excluded. Additional, more frequent or more thorough cleanings or requests for specific cleaning (e.g., of windows or refrigerators) are called EXTRAORDINARY CLEANINGS and can be booked via app or email.
  - i. During the service booking process, the conditions for the provision of the service will be displayed.
  - ii. TheCo has the right to charge additional fees if Smart cleaning takes longer than expected to be carried out efficiently due to the condition of the apartment (unoccupied surfaces, etc.).
- c. EXTRAORDINARY CLEANING
  - i. Additional cleaning services performed at the guest's request are called EXTRAORDINARY CLEANING and can be booked via app.
  - ii. The catalog of apartment cleaning services and related prices and conditions can be requested via app or email.
  - iii. TheCo has the right to charge additional fees if the cleaning takes longer than expected to be done efficiently due to the condition of the apartment (uncleared surfaces, etc.),

- d. Final housekeeping
  - i. Final cleaning is compulsory and the cost thereof will be charged to the guest along with the cost of TheCo's reservation. These costs will be indicated separately in the reservation price. In the event that, upon check-out, the apartment is found to be in an improper condition (dirt, garbage) such that more extensive cleaning than expected is necessary, TheCo reserves the right to hold the guest responsible for the aforementioned additional cleaning costs.
- e. Laundry
  - i. Self-service washing machines and dryers called Laundry are available in the facility. These facilities can be used by all guests.
  - ii. Terms of use, prices, payment methods and instructions for use are available on site or on the app.
- f. Pantry and storerooms
  - i. Storage and/or handouts can be reserved at an additional cost for the entire length of stay or for a shorter period.
  - ii. Generally, it is not possible to reserve storage if at the same time you do not have a reservation for living space.
  - iii. They may not be used for living purposes or other recreational activities (DIY room, workshop, plant cultivation, etc.).
- g. Kitchen and break room
  - i. Depending on the location of TheCo, there is a common room, called the Kitchen or Dining Room, which is equipped with a kitchen and can be used by guests for convivial meals.
  - ii. The kitchen and break room include cooking utensils and tools, crockery and cutlery, which must be used with care and returned fully intact and clean after use (see binding information sheet).
- h. Relaxation rooms
  - i. Depending on the location of TheCo, wellness options, referred to as relaxation rooms, are available, which include services such as a gym, solarium, sauna, massage, body treatments, etc., and may be already present in the respective leased objects or offered by outside providers.
  - ii. Terms of use and payment are generally determined by the device used or directly by the provider.
- i. Meeting room
  - i. Depending on the location of TheCo there are workstations and indoor conference rooms, called Meeting Rooms, designed for professionals and intended exclusively for business-type activities.
- j. Parking.

- i. Depending on the location of TheCo, vehicle parking spaces are available and can be reserved when available.
- ii. Depending on the location of TheCo, it is possible to reserve indoor or outdoor parking spaces.
- iii. It is generally not possible to reserve a parking space if at the same time you do not have a reservation for a living space.
- iv. Personal items are not allowed to be stored in the parking space. Cars and motorcycles are the only vehicles allowed.
- v. Terms of cancellation of additional services
- vi. Additional amenities, such as maid service, storage, and parking, have an eight-week cancellation deadline, starting from the first cancellation deadline. No cancellation deadline for additional amenities is possible for bookings of less than eight weeks.
- vii. A request for cancellation of a reservation must be received in writing by TheCo's customer service department and becomes effective only upon written confirmation from TheCo.

## 11. Reservation procedure

- a. A guest who wishes to stay in a TheCo-managed facility will be informed via sitoweb ([www.the-co.ch](http://www.the-co.ch)) about the availability of a TheCo. If interested in making a reservation, the guest can select the desired TheCo and proceed with the reservation. Through the website, the guest will be able to view the living space, fixed and additional amenities, and conditions of use. Having acknowledged this information and the general conditions, the guest can confirm the reservation and payment due.
- b. Once the reservation request is completed and a copy of the ID is uploaded, the guest sends the request to TheCo, which will forward a confirmation of receipt of the application and the estimated processing time. The guest will subsequently receive a booking confirmation and an access code to the Dormakaba app if the processing of the request is successful. Otherwise, he/she will be informed of the rejection of the request. There is no right to notification regarding the reasons for the rejection of the reservation.
- c. The data provided by the guest with the request will be processed and stored in accordance with the provisions of the law and will subsequently be deleted in accordance with applicable regulations. Transmission of collected data to third parties is excluded. Any notification to authorities, etc. will be made in accordance with the provisions of the law. By clicking on the privacy button, the guest confirms that he/she has acknowledged and accepted in detail the privacy policy attached at the end of these conditions.
- d. Once confirmation of the reservation is received, it becomes legally binding. The first payment is immediately due. TheCo will not be made available if the first payment has not been irrevocably received in compliance with the reservation procedure. Receipt of the first payment is considered further confirmation that the guest has read, understood, and accepted the booking conditions.

- e. Payment can be made by credit card or, in certain cases defined at the time of booking, by bank transfer. Payment in cash is not allowed.
- f. The data entered in the reservation request are used by TheCo as the basis for fulfilling the obligation to transmit the guest's personal details to the police and municipal authorities. Such transmission by TheCo does not replace independent registration with the police and municipal authorities by the guest.
- g. The guest is made aware of the publicly accessible Internet pages of the responsible police and municipal authorities and is required to contact the relevant authorities in accordance with the regulations and to fully comply with all registration and other residency requirements (payment of taxes, SERAFE, etc.) These obligations also apply to accompanying persons, as well as additional guests and substitute guests.
- h. Failure to comply with unavoidable registration requirements and failure to comply with any residency requirements on the part of the guest constitute a material breach of contract shall entitle TheCo to terminate the contract immediately.
- i. By using the website, the guest makes the choice of TheCo based on the information provided in the app itself. The guest is informed and aware that the pictures in the app depicting the TheCo refer to renderings i.e. actual TheCo of the property that do not correspond to the specific apartment the guest will occupy. Some decorative elements or furniture arrangement may differ in the actual TheCo assigned.
- j. For the reservation of stays that have not yet started, the number of apartment assigned may vary. The main features of the apartment (balcony, size, etc.) and the price of the booked apartment will remain the same throughout the course of the reservation.

## 12. Autonomous check-in

- a. The guest receives a notification via app or E-Mail and with the latter independently checks in on the day of arrival. In the app or E-Mail itself, the time from which autonomous check-in is possible is indicated.
- b. Upon arrival in the living space, the guest receives a checklist via app or email with which to verify that the inventory entrusted to him or her is complete.
- c. The inventory is the detailed list of all items provided in the living space and their condition (e.g., furniture, furnishings, linens, tableware/cutlery, kitchenware, miscellaneous utensils, etc.) that TheCo entrusts to the guest and for which the guest is responsible until the end of the reservation.
- d. The guest is required to follow the check-in procedure, which must be done via app or other digital platform provided by TheCo. The guest is required to perform this procedure within 24 hours of initial access to TheCo. If the procedure is not completed within 24 hours, the guest will be deemed to accept the status of TheCo and that TheCo is complete and free of defects. The guest is responsible for the

diligent use of the living space and the INVENTORY provided with it throughout the period between check-in and check-out.

- e. Upon entering TheCo, the guest is required to check the inventory and TheCo itself and report any discrepancies and/or defects within 24 hours of arrival at TheCo via app or email (sending photos and describing the problem). Any discrepancies notified without clear and explanatory pictures will not be considered.
- f. If, for any reason (including due to TheCo's negligence), the guest does not have access to the inventory list the guest must notify TheCo via app or email within 24 hours of arrival. In the event that, upon receipt of a notification, the guest does not check the inventory list within 24 hours, the guest will be deemed to accept TheCo's status and assume responsibility for the entire period between check-in and check-out.
- g. Check-in instructions and procedures are provided to the guest via app or possibly via e-mail. The guest is responsible for ensuring his or her own accessibility to this information in order to successfully check-in. Specifically, the guest is responsible for downloading the latest app update, charging or activating his or her smartphone, ensuring that the internet connection is active, and consulting the information received from TheCo to reach the correct location.
- h. TheCo will provide the guest with basic location information: address, street, facility number, zip code, and number of the apartment assigned to the guest. It is the responsibility of the guest to find additional information that may be helpful.

### 13. Autonomous check-out

- a. The guest is required to leave TheCo on the last day of the agreed contractual period. The time when the guest is required to leave the living space is specified in the app and on the website.
- b. The guest receives via app or possibly via email guidance on the procedure for returning the living space. Prior to his or her departure, the guest is required to inform TheCo of any damage or damage that may have occurred to the inventory entrusted to him or her. The guest is required to follow and comply with all steps of the check-out procedure. If the guest does not receive the check-out procedure or cannot access it, the guest must notify TheCo. Failure to notify shall be deemed that the guest has received the check-out procedure and is informed of the mandatory check-out steps.
- c. Damage or damage to inventory that exceeds normal wear and tear and/or damage caused by misuse is the responsibility of the guest. The amount of compensation due will be determined by the time value of the damaged or destroyed item(s) or by the amount of repair costs plus TheCo's damage management costs. Damage-related charges will be charged to the guest's credit card. If it is not possible to charge such expenses to a credit card, the guest shall compensate TheCo for the relevant amount in cash (for which a receipt will be issued) or by bank transfer.

- d. The guest is required to completely vacate TheCo and retrieve all personal belongings. Inventory taken upon arrival must remain in the living space. The guest shall dispose of any waste independently and at his/her own expense.
- e. Final cleaning is the responsibility of the guest. These will be indicated in a separate item when booking and the cost thereof will be included in the total price of the reservation. Should the guest leave the living space in an excessively dirty state, the guest will be responsible for the additional cost of extraordinary cleaning.
- f. If the guest has rented a storage box or parking space, the guest is responsible for emptying the storage box and moving the vehicle. The cost of removing any personal belongings left in the apartment, storage box or parking space after check-out time will be charged to the guest.
- g. Following check-out and return of TheCo, TheCo will conduct an inspection of TheCo itself and the inventory. If no damages/missing items are found, TheCo will refund the deposit within 30 days from the date of check-out. In case of damages/missing items, TheCo will retain the proportionate amount of the security deposit to cover the damages/missing items.

## 14. Reservation/Payment Price

- a. The price is calculated on a daily basis at the time of booking and depends on the demand or occupancy at the time.
- b. The reservation must be paid in advance. TheCo cannot be or can no longer be made available to the guest if the first payment or subsequent payments have not been made in accordance with the reservation.
- c. Depending on the length of stay, payments are due and payable every 2, 3 or 4 weeks, monthly, bimonthly or quarterly.
- d. In case of delay with a payment, the guest will be charged a late payment interest of 5% per year from the due date. An administrative fee of CHF 20.00 will be charged for each reminder.
- e. A credit card security deposit of CHF 200.00 is required to serve as security for purchased and unpaid services, as well as for any damage to the Inventory, living space, or general equipment. The guest is required to compensate the additional or remaining amount for damages if the security deposit amount is insufficient or the credit card charge is not possible.
- f. The full amount of a reservation of up to two months' duration, the deposit and final cleaning must be paid in advance during the reservation process. Reservations longer than two months require prepayment of an amount corresponding to two months, the security deposit and final cleaning to be made during the reservation process. This prepayment serves as confirmation of the reservation.
- g. The guest is required to notify TheCo of any changes to the registered payment method (credit card expired, invalid, etc.) or to change the payment method in the app as soon as they are informed that

the payment method is no longer valid. The communication or change must be made before the payment is due to ensure the successful completion of the payment to TheCo.

- h. In the event that a credit card payment fails on the due date, TheCo will send the guest an invoice. This invoice must be paid within three days.
- i. Credit card transactions between the guest and TheCo are handled by an external operator, who is informed of the guest's registered credit card credentials.

## 15. Back payments

- a. No later than the fourth day after the due date of payment, TheCo may be revoked.
- b. After four days of non-payment or after the expiration of the booked and paid for length of stay, TheCo has the right to enter the living space to carry out clearing out, pack any personal belongings of the guest in storage, compile an inventory and damage list containing also the costs of waste disposal (labor plus removal costs) and losses, as well as close TheCo, block access to it and, after necessary preparations, make it available again for booking by other guests. TheCo may, at its discretion, appoint an official if circumstances warrant it. The expenses of the appointed official shall be borne by the guest.
- c. The guest is required to cover, in addition to the normal costs, the additional costs incurred by TheCo in case of unplanned eviction. In particular, the guest must compensate for the remaining reservation expenses (reservation price for the remaining time contractually agreed upon until the eventual reservation of the same TheCo by another guest, etc.). In addition, any expenses incurred for the appointment of an official, the compilation of an inventory, as well as any costs for the disposal and safekeeping of the guest's (valuable) belongings in the storage facility-or elsewhere, if necessary-are the guest's responsibility and must be paid by the guest.
- d. Valuable assets are defined as objects or documents that appear worthy of preservation according to national canons of understanding and according to TheCo's independent, careful, and supportable judgment.
- e. The Deposit with the guest's inventoried property is kept for three months. During this period, the guest may withdraw his or her property. To the extent that a right of retention of the goods is legally possible, the return is made gradually, upon payment of the amount of arrears by the guest.
- f. If the guest does not remove his/her property in custody within three months, TheCo has the right to take ownership of the property as it sees fit. Before the disposal/removal of property begins, the guest will receive notice in electronic form to the last e-mail address he or she provided, as well as to the e-mail address specified as the emergency contact.
- g. After the expiration of 10 days from the sending of the disposal/removal notice, TheCo has the right to use the assets in question at its discretion, either by selling them to a third party or by acquiring ownership, taking into account the proceeds of the liquidation or their value in the calculation of the guest's bill.

- h. The costs of liquidation of assets are the responsibility of the guest. Any remaining balance remains due to the guest. TheCo is authorized to dispose of assets of negligible value at the guest's expense. Certificates and other identity documents of the guest are kept for 10 years at the guest's expense. Thereafter, TheCo is authorized, but not obligated, to dispose of the guest's certificates and identity documents.

## 16. Duty of careful use

We want to make sure that TheCo is at its best at all times: we count on the invaluable help of our guests and ask them to use all of TheCo's facilities with due care, leaving them in the condition in which they themselves would like to find them, and above all to follow TheCo rules.

- a. We have selected a specific, high-quality design for TheCo. For this reason, changes to the furniture and other furnishings in the living space are prohibited. Structural changes are strictly prohibited. Furniture must not be altered or damaged with nails or anything else. The use of furniture and equipment must be done according to common practice and involve only normal wear and tear. You may hang photos, posters, etc. in the places provided for this purpose if you wish to bring your own personal touch. It is not permitted to drive nails into walls, etc.
- b. The guest is allowed to give up individual movable furniture and equipment. TheCo supports the cause of a green world and committed to recycling and zero waste: it is therefore possible to hand over to TheCo furniture and equipment that would no longer be used after check-out, provided that it is still possible to use the same and that TheCo agrees to take it over. Failure to use some of the furniture or equipment does not entitle the guest to a reduction in the price, as TheCo will bear the cost of storage. If the guest wishes to use the returned items, they will be delivered again.
- c. Guests are allowed to bring in their own small, movable furniture, provided that the same is not permanently assembled or installed in the living space. The introduced furniture must not cause damage to existing equipment or other furniture.
- d. The permanent installation of satellite dishes or other technical equipment, as well as the insertion of additional cables, is prohibited.
- e. TheCo provides the guest with a fully equipped TheCo of furniture and inventory items that the guest may use during his/her stay in TheCo. However, the guest is reminded that inventory items, furniture, upholstery, equipment, and household linens may not be removed from the living space, nor may they be sold or given to third parties. Their use is only possible when associated with the living space and/or activities in the facility (including but not limited to the gym, sauna, solarium, etc.).
- f. Is something broken or not working as it should and you are trying to fix it yourself? We applaud your manual dexterity but invite you to stop for a moment. The guest is not required to make any repairs on his/her own to the living space, fixtures, other equipment or furniture. The same is required to report damage and any necessary repairs to TheCo.



- g. Do you like to find a clean and ready-to-use common space? We like it too! We ask our guests to use TheCo's facility common spaces with care and to preserve their cleanliness during private parties or events that involve multiple people using the spaces at the same time.
- h. We thank our guests for the care and good judgment with which they use their TheCo and all of TheCo's common areas, following the specific rules outlined in the Terms of Use, these conditions, and on site.

## 17. Duty of care towards other guests

- a. TheCo's first rule about respect among guests is this: claiming respect for yourself from others means first showing respect to others.
- b. Noise
  - i. Sound reproduction devices of any kind shall be used in living and working spaces within the limits of the normal allowable household noise level. It is prohibited to use sound reproduction devices in common areas for private concerts or other performances or private parties with an exclusive circle of people. Rehearsals or musical events involving more than one person may not be held in living spaces.
  - ii. However, playing any kind of musical instrument is not allowed. Amplification systems for musical instruments may not be used in living spaces. Private singing is subject to the same conditions that apply to musical instruments.
  - iii. In TheCo there is a legal requirement of nighttime quiet from 9 pm to 8 am. During nighttime hours, the use of living space should be based on the principle of respect for others. The organization of events (private parties, invitations, etc.) involving the participation of several people is allowed only if such events comply with the nighttime quiet requirement. The use of sound reproduction devices is subject to the same requirement. The use of musical instruments during this time slot is prohibited. Guests are advised that nighttime quiet may be imposed by ordinance and that, in accordance with local regulations, the police may intervene to enforce this requirement without the involvement of TheCo.
  - iv. Guests are expected to avoid anything that may cause a disturbance, such as slamming doors, talking loudly in common areas or in their TheCo, etc. TheCo reserves the right to intervene if these rules are not followed.
- b. Bad smells
  - i. For safety reasons and out of respect for all non-smoking guests living in TheCo, smoking is prohibited in living and working spaces and on balconies. Grilling on balconies or in outdoor areas of the facility is also prohibited. We know that grilling is fun, but there are many wonderful places outside the facility where preparing a barbecue is even more fun!
  - ii. During the preparation of meals that might give off strong odors, from time to time the living space must be properly ventilated to prevent such odors from soaking into the furniture.

Ventilation by opening the front door is prohibited to prevent odors from spreading to general areas.

## 18. Appropriate use of living space, facilities, furniture and equipment

- a. All items made available must be used according to their intended use. It is the guest's responsibility to avoid the occurrence of damage to the best of his or her ability.
- b. Generating open flames in the living space, on balconies or in the general area is strictly prohibited. Excluded from this rule are candles, for example, on the occasion of a romantic evening or Christmas. Candles can and should remain lit only in the presence of the guest. The host will be held responsible for any negligence.
- c. The use of additional private radiators of any kind is prohibited. To reduce energy waste, the guest is required to avoid leaving windows open and/or half-open continuously during heating periods.
- d. Before using electrical devices, check that they are compatible with the national standard voltage within the 220-230 volt range and have the safety seal of a globally recognized organization (e.g. "CE"). If not, we urge our guests not to use them.
- e. The guest is not allowed to make electrotechnical changes to sockets and other electrical equipment. Should a plug not fit, use an adapter (TheCo's adapters are encouraged). The guest assumes full responsibility for any damage caused by failure to do so.
- f. It is forbidden to use sunscreen systems during adverse weather conditions.
- g. For safety reasons and to avoid bad odors, it is forbidden to store objects, clothing, shoes, shelves, garbage, sports equipment, etc. in general areas, especially in front of the entrance door, in the hallways or on the balcony.
- h. Our guests (and others) are advised that disposal of solid waste such as food scraps, hygiene items, etc. into the toilet or other siphons is strictly prohibited. Costs resulting from failure to comply with this provision that may be incurred in unclogging the toilet and other siphons are entirely the responsibility of the guest who caused the problem (not only in terms of serious inconvenience but also expense).
- i. The use of the elevator system shall be carried out in accordance with the conditions posted in the elevators. Elevators are used to transport people and materials and not for entertainment purposes. TheCo's elevators look good-we at TheCo appreciate beautiful things and count on the support of our guests to keep them that way. The emergency call device in elevators is to be used only in an emergency. Heavy or large goods are not allowed in the elevators. The guest is responsible for damage to the elevators due to improper or prohibited use of the elevators.
- j. Any damage to TheCo, common areas, or facilities will be charged to the guest in proportion to any costs and administrative expenses incurred by TheCo.

## 19. Moisture

- i. The guest is expected to comply with safety rules daily or as needed, as ventilation and air regeneration in the living space are essential to prevent mold growth in the apartment.
- ii. Residual moisture caused by the use of toilets or by boiling produced during food preparation should be eliminated by daily intensive ventilation of the rooms. Intensive ventilation is defined as the complete opening of all windows (but not the front door) for a time of 5 to a maximum of 10 minutes, three times a day.
- iii. The guest is responsible for the formation of mold in his or her apartment if the specified safety rules are not followed or if the mold is caused by negligent use of the living space. In such a case, the guest will be responsible for the expenses arising from any damage or the costs to be incurred for any repairs or replacements.

## 20. Waste Disposal

- a. The host is responsible for disposing of garbage and providing garbage bags.
- b. Depending on the location of TheCo it may be possible to use only official, paid-for garbage bags. You can purchase such bags at major grocery stores in the city or at appropriate retailers. You may deposit only official, paid-for garbage bags in TheCo's containers (if available). If such containers are not made available by TheCo, you must dispose of all garbage at the collection centers operated by the municipality in which TheCo operates.
- c. There are also free state-run collection points for valuable materials such as glass, metal, waste oil, etc. For more information and insights, we invite our guests to visit the appropriate community websites and contribute environmentally friendly behavior that respects the environment and our beautiful world: there is no such thing as Planet B.
- d. Garbage cans provided by TheCo inside buildings are intended only for waste generated at the specific location where the bin is located and not for personal waste generated in one's TheCo.
- e. No trash bags or garbage of any kind may be left inside (landing, common areas, etc.) or outside the building (garden, entrance, etc.) of TheCo. Failure to comply with this rule is subject to penalty.
- f. TheCo provides basic waste disposal guidelines that apply to the specific TheCo facility: if the guest wishes to receive more information, it is his or her responsibility to request it from the appropriate authority.

## 21. Reporting and repairing damage and defects

- a. In case the guest finds defects and other damages that need to be repaired, the guest is required to report them to the janitor of his/her building or to TheCo's customer service. The latter is responsible for organizing and monitoring repairs and handling complaints.

- b. Lighting and technical systems will be replaced free of charge by TheCo, except where the guest is responsible for defects resulting from misuse or intentional damage.
- c. In case of major repairs to be carried out in the living space, TheCo will take the necessary measures to ensure the provision of the service. In the case of minor repairs that can be carried out in accordance with the state of the art, the guest may not make any claims regarding price reductions or compensation. Please refer to TheCo's Terms and Conditions in this regard.

## 22. Prohibition of pets

- a. Pets are not allowed to be kept, without exception.
- b. The keeping, in derogation of contractual provisions, of a pet, which causes, among other things, damage to the living space or discomfort to other guests due to noise and odors, constitutes a serious breach of contract and gives TheCo the right to terminate the contract immediately. In other cases, the guest must remedy the situation within a reasonable time in order to fulfill the conditions agreed upon in the contract.

## 23. Security within the facility

The facility does not have specially trained security personnel to contact in case of emergency. Therefore, the following applies:

- a. In case of criminal incidents (break-ins, threats, etc.), immediately alert local law enforcement by contacting the emergency number. You must also notify TheCo via app or email.
- b. In case of fire, immediately alert the local fire department by contacting the emergency number. You must also notify TheCo via app or email. Efforts to extinguish flames should only be undertaken in the event of an incident that does not endanger the safety of the guest and/or other guests. If in doubt, contact the fire department.
- c. In case of a medical emergency, take life-saving measures immediately and contact the local medical service by phone. You must subsequently notify TheCo via app or email.
- d. The front door is locked 24 hours a day so as to prevent access by unauthorized third parties. Access to the facility is only possible using the badge or app and is not monitored by TheCo staff.
- e. We are not "Big Brother." Existing monitoring systems do not allow, among other things, for data and privacy protection, either monitoring of all general areas or permanent storage of records. The guest acknowledges and accepts the presence and use of security systems.
- f. Zero tolerance will be applied in the following cases: drug or illicit substance trade, arms trafficking, counterfeiting or money laundering activities, and sexually oriented business activities. If signs are found indicating the presence of such zero-tolerance activities, TheCo will alert law enforcement agencies. Guests and visitors involved in such activities will be immediately expelled from the facility. There is no right to a refund. TheCo will draft the final bill as if the respective guest had voluntarily

left the living space early. The respective guest is required to reimburse TheCo for any outstanding balance and administrative compensation in accordance with the final billing, including any costs incurred by the authorities.

- g. TheCo reserves the right to check the security system records in case of damage to the facility (internal or external, damage to other guests or similar cases, etc.).

## 24. Lost or damaged items

- a. TheCo disclaims any liability for any loss of items owned by the rented property or the guest that occurred inside TheCo, inside the facility or outside the facility (clothing in the laundry room, any kind of mail, key provided, etc.).
- b. TheCo disclaims any liability for any damage to items owned by the rented property or the guest that occurred inside TheCo, inside the facility or outside the facility (wet and dry clothing in the laundry room, items placed in the storage box, parked vehicles, etc.).
- c. If TheCo team finds an item that can be traced back to the guest, the former will take care to contact the guest and return the item to him or her.
- d. The guest is responsible-if necessary, through the externally arranged insurance policy-for any costs arising from the loss of or damage to an item owned by the rented property or owned by the guest.

## 25. Policy Updates

To ensure that the Disclosure is always correct and up-to-date, from time to time TheCo will make changes to it as necessary to adapt it to any changes in this Code of Conduct. Any new version will be available on TheCo's website or mobile app and will take effect from the date of publication.

## 26. Applicable law and jurisdiction

- a. **Applicable Law.** Only the law of the country in which TheCo's facility operates shall apply. The same will also apply to all matters relating to the use of TheCo's mobile app or website.
- b. **Jurisdiction.** Exclusive and sole place of jurisdiction throughout the world shall be the courts of the city in which TheCo's facility operates. If proceedings are commenced in other jurisdictions, no defense will be offered. Arbitration panels and alternative litigation procedures are expressly excluded.
- c. In the event that TheCo incurs costs as a result of unauthorized claims brought by the guest before another jurisdiction, arbitration panel, or through alternative procedures, the guest will be obligated to pay in full any costs incurred in connection therewith, regardless of the provisions of the cost regulations of the other ineligible procedure.