

GENERAL TERMS AND CONDITIONS

HANS-Y

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I. COMMON PROVISIONS

I.1. Definitions¹

In these General Terms and Conditions (GTC), the following terms shall have the meaning as described below:

Term	Definition
ABGB	Austrian Civil Code (<i>Allgemeines Bürgerliches Gesetzbuch</i>)
Accommodation	Providing a Room and the Common Areas of the Accommodation Premises by HANS-Y to the Contracting Party in exchange for payment and for the Contract Term specified in the respective Agreement concluded between the Contracting Party and HANS-Y
Accommodation Premises	The building owned by HANS-Y, including all internal and external areas as well as the garage at the address Kelsenstraße 5, 1030, Vienna
All In Living GmbH	All In Living GmbH, FN 613394a, Kelsenstraße 5, 1030 Vienna
Check-in	The provision of the required data by the Contracting Party pursuant to Clause II.3. or II.4. in order to enable the Handover of the Contractual Object to the Contracting Party.
Check-out	The return of the Contractual Object to HANS-Y pursuant to Clause II.21. of the GTC.
Common Areas	Those parts of the Accommodation that comprise the areas generally accessible to Contracting Party, and thus excluding the Rooms, the garage, the Co-working space, and the areas designated exclusively for the staff of HANS-Y.
Conclusion of the Contract	Legally effective offer and legally effective acceptance of the offer pursuant to Clause I.4.
Contract	Contract between HANS-Y and the Contracting Party regarding the Contractual Object
Contracting Party	The natural or legal person concluding the Contract with HANS-Y.

¹ For reasons of readability, personal designations in this agreement are used in the masculine form; they apply equally to persons of all genders.

Term	Definition
Contract Term	The term of the Contract agreed between the Parties, which begins on the date specified in the Contract and ends on the date specified in the Contract.
Contractual Object	The service offered by HANS-Y and accepted/booked by the Contracting Party, in respect of which a Contract is concluded. The Contractual Object is defined in more detail in the Special Provisions of Clauses II. to IV.
Co-working space	Areas of the Accommodation Premises where workplaces as described in Clause IV.2. are provided by HANS-Y
End-of-Stay Cleaning Fee	The End-of-Stay Cleaning Fee as defined in Clause II.15.
FAGG	<i>Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz)</i>
Fair Use	Fair Use as defined in Clause II.13.2.
Flat-Rate Fee	The Flat-Rate-fee as defined in Clause II.13.
GTC	General Terms and Conditions, meaning the present Common Provisions and Special Provisions.
Handover	The actual transfer of the Contractual Object from HANS-Y to the Contracting Party, during which access to the Contractual Object is granted.
Handover Date	The date agreed between HANS-Y and the Contracting Party in the Contract for the Handover.
HANS-Y	The Kelsenstraße 5 Immobilien GmbH & Co KG, Wollzeile 16, 1010 Wien, FN 490845 g
House Rules	The House Rules of the Accommodation Premises, Annex ./1
Long-Stay	Accommodation with a planned duration of at least five and at most twelve months.
Manager	All In Living GmbH.
Onboarding Fee	The Onboarding Fee as defined in Clause II.14.
Parties	HANS-Y and the Contracting Party
Registered Person	A person named by the Contracting Party in the booking and covered by the Contract insofar as the Contracting Party pays HANS-Y for services provided to this person and the person is entitled to use the Contractual Object in the same way as the Contracting Party itself
Return	The return of the Contractual Object by the Contracting Party to HANS-Y

Term	Definition
Room	The room assigned to the Contracting Party under the Contract, which the Contracting Party may use exclusively for the Contract Term.
Room Category	Type of Room differing in size, furnishings, equipment and location inside the Accommodation Premises (Floors 0 – 7 and Floors 8-12). The following categories are currently offered in the Long Stay Type of Accommodation: - Smart - Smart Plus - Smart Terrace - Comfort - Comfort Plus - Comfort Terrace - Deluxe - Suite - Suite Plus The following categories are currently offered in the Short Stay Type of Accommodation: - Studio - Suite - Suite Plus The characteristics of each category can be accessed at https://all-in-living.at/HANS-Y/downloads/.
Security Deposit	The Security Deposit as defined in Clause II.17.
Service	Services offered by HANS-Y pursuant to Clauses II.7. to II.10., which may optionally be booked by the Contracting Party for payment of a Service Fee in addition to the Accommodation.
Service Fee	Fee payable by the Contracting Party for the Services offered by HANS-Y and selected by the Contracting Party pursuant to Clauses II.7. to II.10.
Short-Stay	Accommodation with a planned duration of at least seven days and at most four months.
Total Renumeration Long-Stay	The Total Renumeration Long-Stay as defined in Clause II.11.
Total Renumeration Short-Stay	The Total Renumeration Short-Stay as defined in Clause II.12.
Type of Accommodation	Either a Long-Stay or a Short-Stay stay.

I.2. Applicability and change of terms and conditions

1. Kelsenstraße 5 Immobilien GmbH & Co KG (hereinafter also referred to as “HANS-Y”) is the owner of the property EZ 4130, KG 01006 Landstraße, BG Innere Stadt, and operates accommodation premises including underground garage and Co-working space at the address Kelsenstraße 5, 1030 Vienna. These General Terms and Conditions (“GTC”) shall apply to all Contracts concluded by HANS-Y with Parties in the course of its business.

These GTC are divided into Common Provisions and Special Provisions. The Common Provisions shall apply to the Contracting Party in all cases, while the Special Provisions shall apply only insofar as the Contracting Party makes use of the respective services for which the Special Provisions are intended.

2. Any conflicting, deviating or supplementary general terms and conditions of the Contracting Party shall not apply to the contractual relationship.
3. The version of the GTC valid at the time of Conclusion of the Contract shall apply; it may be accessed at <https://all-in-living.at/HANS-Y/downloads/>.

I.3. Identity and Contact Details

Name: Kelsenstraße 5 Immobilien GmbH & Co KG

Address: Wollzeile 16, 1010 Vienna

Company Registration Number: FN 490845 g, Handelsgericht Wien

Email: sales@all-in-living.at

Phone: +43 1 922 0000

VAT-ID: ATU73377614

Director: DI Clemens Bauer

Trade Authority: Magistrat der Stadt Wien

Trade: Hospitality industry in the form of apartment building

Trade regulations: <https://ris.bka.gv.at>

I.4. Conclusion of the Contract

1. Services of HANS-Y may be booked either online via the website <https://all-in-living.at/HANS-Y/> (“**Online Booking**”) or via an “**alternative booking method**”, namely by email, by telephone, or in person on site.
2. In the case of an Online Booking, the Contracting Party selects the desired service during the booking process on the internet. The services selected by the Contracting Party constitute the Contractual Object and thus represent HANS-Y's offer to conclude the Contract with the Contracting Party. By clicking the button “Confirm & pay now”, the Contracting Party accepts HANS-Y's offer bindingly. HANS-Y shall immediately send the Contracting Party a booking confirmation containing the data of the Contracting Party, the booked services, and a breakdown of the remuneration owed including payment terms.
3. In the case of booking via an alternative booking method, HANS-Y shall, after being contacted by the Contracting Party, transmit to the Contracting Party a written offer (via email or hard copy) concerning the Contractual Object requested by the Contracting Party. The Contracting Party may accept the offer within the period specified by HANS-Y in the offer either by clicking the button “Confirm Booking” in the email, or by delivering the signed offer to an employee of HANS-Y at the Service Desk.

4. After Conclusion of the Contract, the booking may be viewed in the booking portal. HANS-Y shall transmit the access credentials for the booking portal to the Contracting Party by email or in writing. The text of the Contract will not be saved by HANS-Y.
5. Where the booking is made by a third party in the name of the Contracting Party, such third party warrants that it is authorised and entitled to conclude the Contract.
6. A booking and stay at HANS-Y may only be made by persons of legal age (18 years or older). Minors may not use HANS-Ys services under any circumstances.

I.5. Service Desk

1. The **Service Desk** is located on the ground floor of the Accommodation Premises. During the Service Hours, employees of HANS-Y shall be available to assist with any enquiries.
2. The **Service Hours** are (except on public holidays):

Monday – Thursday: 08:00 am – 04:00 pm

Friday: 08:00 am – 02:00 pm.
3. Outside the Service Hours, HANS-Y can be contacted at service@all-in-living.at.
4. Unless otherwise agreed, Handovers and Returns shall take place during the Service Hours at the Service Desk.

I.6. Default in Payment

1. In the event of default in payment attributable to the Contracting Party, HANS-Y shall be entitled to claim reminder costs pursuant to § 1333(2) ABGB in the amount of EUR 15.00 per reminder, insofar as such costs are necessary for appropriate legal enforcement.
2. In the event of culpable default in payment by the Contracting Party, HANS-Y shall furthermore be entitled to default interest at the rate of 4% per annum.
3. If the Contracting Party refuses payment of the agreed remuneration or is in arrears therewith, HANS-Y shall have the statutory right of retention pursuant to § 970c ABGB over the items brought in by the Contracting Party.

I.7. Miscellaneous Provisions

1. The House Rules (Annex .1, available at <https://all-in-living.at/HANS-Y/downloads/>) must be complied with. They shall form an integral part of these GTC. HANS-Y may amend the House Rules at any time if this is reasonable for the Contracting Party. This shall in particular be the case where the amendments are exclusively advantageous for the Contracting Party or if amendments are minor and objectively justified. The current version of the House Rules is available at Service Desk.
2. The Contracting Party acknowledges that Accommodation Premises are subject to video surveillance for security purposes. Information regarding video surveillance is available at: <https://all-in-living.at/HANS-Y/downloads/>.
3. HANS-Y provides information about the processing of personal data in a separate privacy policy at <https://all-in-living.at/HANS-Y/downloads/>.
4. HANS-Y provides information about any statutory right of withdrawal in the separate withdrawal notice under Clause V. In the case of an accommodation contract concluded with HANS-Y in accordance with section II., there is no statutory right of withdrawal or

cancellation pursuant to § 18 (1) Z 10 FAGG. However, the provisions regarding Cancellation in point II.19. remain unaffected.

5. All prices stated include statutory value added tax.
6. This Contract may be concluded in German or English. It shall be governed by Austrian law, excluding the conflict-of-laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

Annex ./1 House Rules

Status: March 2026

II. SPECIAL PROVISIONS – ACCOMMODATION

II.1. Applicability

1. These Special Provisions shall apply to the conclusion of accommodation agreements between the Contracting Party and HANS-Y.

II.2. Contractual Object

1. The subject matter of the Accommodation agreement is the provision of one or multiple Rooms by HANS-Y in accordance with the Room Category selected by the Contracting Party for use thereof. The Contracting Party as well as the Registered Person may also use the Common Areas of the Accommodation Premises. However, use of the Co-working space and the garage shall be subject to the fees set out in Clause III and Clause IV of the GTC and in the Contract.

II.3. Check-in, Check-out and Handover – Long-Stay

1. For the Long-Stay Type of Accommodation, Check-in and Handover shall take place at the Service Desk on the Handover Date during the Service Hours. Check-in may also be completed by the Contracting Party online in advance in order to save time at Handover. For this purpose, the Contracting Party shall enter the requested data into the online booking mask. Access to online Check-in will be sent to the Contracting Party via email.
2. Pursuant to the provisions of the Registration Act 1991 (Meldegesetz 1991), HANS-Y is obliged to keep a register of guests. For this purpose, the Contracting Party shall be obliged to provide HANS-Y, at the latest upon Check-in, with the following information: first and last name, date of birth, gender, nationality, country of origin and address including post code and – in the case of foreign guests – the type, number, date of issue and issuing authority of the travel document.

In addition, the Contracting Party is hereby informed that all persons whose stay exceeds the duration of two months are obliged to register with the competent registration authority (this is the City of Vienna Registration Service, MA 62). The registration must be completed no later than the third day following expiry of the two-month period.

Information on registration and the required documents can be found via <https://www.wien.gv.at/wohnen/meldeservice>.

3. A prerequisite for Check-in and Handover is that the Contracting Party has made all payments due pursuant to Clause II.11. and that the respective amounts have been received in the account specified by HANS-Y.
4. Upon Handover, the Contracting Party shall receive one or two access chip(s), depending on the selected Room Category. In the event of loss, the Contracting Party shall reimburse HANS-Y for the costs of replacing the lost chip as well as the associated administrative expenses in the amount of EUR 25.00 per chip lost.

Upon Handover, the Contracting Party shall also receive a letterbox key. In the event of loss of the letterbox key, the Contracting Party shall reimburse HANS-Y for the costs of replacing the lost letter box key as well as the associated administrative expenses in the amount of EUR 125.00.

5. Depending on any Service booked, the Contracting Party may additionally receive a key for a basement storage unit. In the event of loss of the key to the basement storage unit, the Contracting Party shall reimburse HANS-Y for the costs of replacing the lost key as well as the associated administrative expenses in the amount of EUR 125.00.
6. Check-out shall take place no later than 08:00 pm on the last day of the Contract Term. Check-out is completed by leaving Accommodation Premises and returning all access chips and the letterbox key received, as well as – depending on any optional Service booked– returning any television and basement key provided. The Return is effected by leaving items in the Room.
7. The Contracting Party is hereby informed that all persons registered at the Accommodation Premises pursuant to § 3 Registration Act 1991 are obliged to deregister with the competent registration authority no later than within three days from the last day of the Contract Term, pursuant to § 4 Registration Act 1991.

II.4. Check-in, Check-out and Handover – Short-Stay

1. For the Short-Stay Type of Accommodation, Check-in and Handover shall take place after 03:00 pm on the Handover Date at the Service Desk. Check-in may also be completed by the Contracting Party online in advance in order to save time at Handover. For this purpose, the Contracting Party shall enter the requested data into the online booking mask. Access to online Check-in will be transmitted to the Contracting Party via email. Handover may also take place outside the Service Hours by means of a key safe in which the access chips are deposited. Upon removal of the access chips by the Contracting Party or a Registered Person, Handover is completed. In such case, an online Check-in must be completed by the Contracting Party in advance.
2. Pursuant to the provisions of the Registration Act 1991 (Meldegesetz 1991), HANS-Y is obliged to keep a register of guests. For this purpose, the Contracting Party shall be obliged to provide HANS-Y, at the latest upon Check-in, with the following information: first and last name, date of birth, gender, nationality, country of origin and address including post code and – in the case of foreign guests – the type, number, date of issue and issuing authority of the travel document.

In addition, the Contracting Party is hereby informed that all persons whose stay exceeds the duration of two months are obliged to register with the competent registration authority (this is the City of Vienna Registration Service, MA 62). The registration must be completed no later than the third day following expiry of the two-month period.

Information on registration and the required documents can be found here: <https://www.wien.gv.at/wohnen/meldeservice>.

3. A prerequisite for Check-in and Handover is that the Contracting Party has made all payments due pursuant to Clause II.12. and that the respective amounts have been received in the account specified by HANS-Y.
4. Upon Handover of the Contractual Object, the Contracting Party shall receive one access chip for each Registered Person. In the event of loss, the Contracting Party shall reimburse HANS-Y for the costs of replacing the lost chip as well as the associated administrative expenses in the amount of EUR 25.00 per chip lost.
5. Check-out shall take place no later than 10:00 am on the last day of the Contract Term. Check-out is completed by leaving Accommodation Premises and returning of all access

chips received, as well as – depending on any optional Service booked – by returning any television provided. The Return is effected by leaving items in the Room, or by returning them to the check-out box at the Service Desk.

6. The Contracting Party is hereby informed that all persons registered at the Accommodation Premises pursuant to § 3 Registration Act 1991, are obliged to deregister with the competent registration authority no later than within three days from the last day of the Contract Term, pursuant to § 4 Registration Act 1991.

II.5. Accommodation Premises and Rooms

1. This Contract is concluded by HANS-Y in the operation of an accommodation facility. The Accommodation serves the Contracting Party's temporary stay.
2. At the time of booking, the Contracting Party may choose between different Room Categories. HANS-Y shall provide the Contracting Party with a Room of the agreed Room Category including furnishings for the agreed Type of Accommodation. The Contracting Party shall be entitled to a Room of the agreed Room Category, but not to the allocation of a specific Room.
3. HANS-Y is also entitled, to assign the Contracting Party a different Room of the same Room Category during their stay for objective reasons. An objective reason exists in particular if renovation work or maintenance measures are required in the Room which – at least partially – preclude continued residence. No additional costs shall be incurred by the Contracting Party.
4. Sauna, gym, yoga room, pool, sports court, gaming room and other communal facilities of the Accommodation Premises may be used during the specified operating hours listed in the House Rules (Annex 1). HANS-Y shall be entitled to determine certain closure times (e.g. for maintenance works) for communal facilities. Full or partial closure may also occur – for example for events.
5. For the duration of the stay, the Contracting Party as well as the Registered Person is entitled to use the allocated Room exclusively. However, for important reasons (e.g. maintenance works on sprinkler and fire alarm systems), HANS-Y is entitled to enter the Room in the absence of the Contracting Party, upon appropriate prior notice. In the event of imminent danger, HANS-Y is permitted to enter the Room without prior notice or outside usual daytime hours. Furthermore, entering the Room without the Contracting Party being present is permitted, if this is necessary to fulfill a contractual obligation (e.g. cleaning services).

II.6. Use of the Accommodation Premises and the Room

1. The Room may be used exclusively for the Contracting Party's or for the Registered Person's personal accommodation purposes and only by the number of persons intended for the respective Room Category – which is also recorded in the booking. Other persons may not be accommodated. Any other use is prohibited. Letting, or any other wholly or partially remunerated transfer of the Room to a third party by the Contracting Party, is not permitted.
2. Visitors, who are not themselves Parties, must be notified by the Contracting Party to HANS-Y by email at least 24 hours before the visit.

3. The Contracting Party shall be obliged to use the furniture provided, the Room and the Accommodation Premises with due care, preserving the substance, and with due consideration for other users of the Accommodation Premises.
4. The devices and installations provided by HANS-Y (e.g. dishwasher, microwave, hob, oven, washing machine, tumble dryer) shall be used exclusively in accordance with the manufacturers' operating instructions handed over by HANS-Y to the Contracting Party.
5. The Contracting Party shall not be entitled to carry out any structural or other alterations in the Room, in particular to the walls, floors, furnishings and/or furniture. Furthermore, the Contracting Party shall not be entitled to attach any additions whatsoever to the external or internal surfaces of the building/Accommodation Premises or to alter the locking system of the Room door without authorisation.
6. Keeping animals is prohibited.
7. Smoking is prohibited throughout the whole Accommodation Premises.
8. The placing or storage of bulky items of any kind (such as e-scooters, bicycles, ...) and the storage of flammable substances or liquids in the Room is not permitted. The placing or storage of any items (such as e-scooters, bicycles, shoes, sports equipment, ...) in Common Areas of the Accommodation Premises not designated for that purpose is not permitted.
9. The furnishings provided, or any parts thereof, may not be removed.

II.7. TV Hire

1. A television is not included as standard equipment in the Room. However, it may be booked optionally as a Service by the Contracting Party.
2. The device provided shall be handled with due care. The Contracting Party shall be liable for all damages to the device caused by it or any Registered Person, including improper handling of the device.
3. For use of the television, a monthly Service Fee shall be payable, which can be accessed at <https://all-in-living.at/HANS-Y/downloads/> . The Service Fee includes statutory value added tax and is stated in the booking confirmation. If the Service is provided only for part of a calendar month (e.g. in the event of start or end of the Accommodation during an ongoing calendar month), the Service Fee for that month shall be payable on a pro rata basis only.
4. If the Service is booked together with the Accommodation, the first monthly Service Fee (pro rata, if applicable) shall be paid together with the other fees pursuant to Clause II.11. or Clause II.12. to the account specified by HANS-Y before Handover of the Room. Otherwise, the first monthly Service Fee (pro rata, if applicable) shall be paid by the Contracting Party within seven days of receipt of the invoice into an account to be notified by Hans y.
5. All further monthly Service Fees shall be paid monthly in advance to the account specified by HANS-Y no later than the first day of each month.
6. The TV Hire Service shall be booked for the duration of the Accommodation or for the Contract Term agreed on by the Parties. However, it can be terminated in writing with two weeks' notice to the end of the month.

7. The right of use shall end upon termination of the Accommodation latest, without any need for notice of termination.
8. The television shall not become the property of the Contracting Party.

II.8. Cleaning Service

1. Cleaning of the Room is not included but may be booked optionally as a Service for the Long-Stay Type of Accommodation. Such booking shall be governed by the following provisions:
2. The Cleaning Service comprises cleaning of the Room once per week (Monday – Friday, between 7:30 am and 4:30 pm). The exact time of cleaning will be determined by HANS-Y. At the Contracting Party's option, a linen change is included, whereby bed linen and towels are exchanged.
3. The amount of the Service Fee for cleaning depends on the Room Category and on whether a linen change is desired. The Service Fee is available at <https://all-in-living.at/HANS-Y/downloads/> and includes statutory value added tax. If the Service is provided only for part of a calendar month (e.g. in the event of start or end of the Accommodation during an ongoing calendar month), the Service Fee for that month shall be payable on a pro rata basis only.
4. If the Service is booked together with the Accommodation, the first monthly Service Fee (pro rata, if applicable) shall be paid together with the other fees pursuant to Clause II.11. or Clause II.12. to the account specified by HANS-Y before Handover of the Room. Otherwise, the first monthly Service Fee (pro rata, if applicable) shall be paid by the Contracting Party within seven days of receipt of the invoice into an account to be notified by Hans y.
5. All further monthly Service Fees shall be paid monthly in advance to the account specified by HANS-Y no later than the first day of each month.
6. The Cleaning Service shall be booked for the duration of the Accommodation or for the Contract Term agreed on by the Parties. However, it can be terminated in writing or via email with two weeks' notice to the end of the month..
7. For the purpose of the Cleaning Service, the Room may be entered by HANS-Y even in the absence of the Contracting Party and without a separate agreement.
8. The provisions regarding the End-of-Stay Cleaning Fee pursuant to Clause II.15. remain unaffected.

II.9. Basement Storage Unit

1. For the Long-Stay Type of Accommodation, the Contracting Party may optionally book a basement storage unit as a Service. In such case, a specific basement storage unit shall be assigned to the Contracting Party, which it may use for the storage of items.
2. HANS-Y assumes no obligations to supervise the basement storage units. No agreement of safekeeping is concluded.
3. Storage of perishable, fire-hazardous or valuable items in the basement storage is not permitted.

4. For use of the basement storage unit, a monthly Service Fee is payable. The amount of the Service Fee depends on the size of the basement storage unit and may be accessed at <https://all-in-living.at/HANS-Y/downloads/> . The Service Fee includes statutory value added tax. If the Service is provided only for part of a calendar month (e.g. in the event of start or end of the Accommodation during an ongoing calendar month), the Service Fee for that month shall be payable on a pro rata basis only.
5. If the Service is booked together with the Accommodation, the first monthly Service Fee (pro rata, if applicable) shall be paid together with the other fees pursuant to Clause II.11. or Clause II.12. to the account specified by HANS-Y before Handover of the Room. Otherwise, the first monthly Service Fee (pro rata, if applicable) shall be paid by the Contracting Party within seven days of receipt of the invoice into an account to be notified by HANS-Y.
6. All further monthly Service Fees shall be paid monthly in advance to the account specified by HANS-Y no later than the first day of each month.
7. The Contracting Party shall be provided with a basement key enabling access to the allocated basement storage unit. The basement key must be returned to HANS-Y the last day of Contract Term latest. In the event of loss of the key, the Contracting Party shall reimburse HANS-Y for the costs for replacing the lost key as well as the associated administrative expenses in the amount of EUR 125.00.
8. The basement storage unit shall be booked for the duration of the Accommodation or for the Contract Term agreed on by the Parties. However, it can be terminated in writing with two weeks' notice to the end of the month.
9. The right of use of the basement storage unit shall end upon termination of the Accommodation latest, without any need for notice of termination.
10. The provisions governing the Return of the Room (Clause II.21.) shall apply mutatis mutandis to the return of the basement storage unit.

II.10. Starter Packs

1. HANS-Y offers the Contracting Party various starter packs, whereby the Contracting Party may purchase a package of household items.
2. The following starter packs are currently offered:
 - (i) Kitchen for 2
 - (ii) Kitchen for 4
 - (iii) Duvet cover (1 person)
 - (iv) Bed linen (1 person)
3. The respective details of the starter packs and the purchase price (also referred to as a Service Fee) can be accessed at <https://all-in-living.at/HANS-Y/downloads/> and include statutory value added tax. The Service Fee for the starter packs shall be paid by the Contracting Party within seven days of receipt of the invoice to an account specified by HANS-Y. If the starter pack is booked together with an Accommodation, the Service Fee shall be paid together with the other fees pursuant to Clause II.11. or Clause II.12. to the account specified by HANS-Y before Handover of the Room.

4. The purchased household items comprised in the starter packs shall become the property of the Contracting Party and must be removed from the Room on the last day of the Contract Term.
5. However, property of the household items delivered by HANS-Y as part of the starter packs shall pass to the Contracting Party only upon full payment of the respective Service Fee. Until the Service Fee has been paid in full, the household items shall remain the property of HANS-Y (retention of title).

II.11. Total Remuneration and Payment Terms – Long-Stay

1. The total remuneration for Long-Stay Type of Accommodation (“**Total Renumeration Long-Stay**”) comprises:
 - (i) the monthly Flat-Rate Fee pursuant to Clause II.13.
 - (ii) the Onboarding Fee pursuant to Clause II.14. and
 - (iii) the End-of-Stay Cleaning Fee pursuant to Clause II.15.
2. The Parties furthermore agree a Security Deposit pursuant to Clause II.17.
3. The Total Remuneration Long-Stay and the Security Deposit are shown in the booking confirmation.
4. The Onboarding Fee and the Security Deposit shall be paid to the account specified by HANS-Y within seven days of Conclusion of the Contract, but in any event before Handover of the Room.
5. The first monthly Flat-Rate Fee (pro rata, if applicable) and any Service Fees for Services booked together with the Accommodation shall in any event be paid to the account specified by HANS-Y before Handover of the Room-y.
6. If, on the Handover Date, the amounts due have not been paid in full in to the account of HANS-Y, no Handover of the Room shall take place.
7. Any further Flat-Rate Fee shall be paid monthly in advance in such a manner that it is credited to the account specified by HANS-Y, free of deductions and charges, on the first day of each month.
8. The End-of-Stay Cleaning Fee shall be paid after termination of the Accommodation. In this respect, HANS-Y shall send an invoice to the Contracting Party and shall deduct the End-of-Stay Cleaning Fee from the Security Deposit paid by the Contracting Party. The Contracting Party hereby expressly agrees to the deduction of the End-of-Stay Cleaning Fee from the Security Deposit.
9. If, after Handover, the Contracting Party moves to another Room at its own request (“Room Change”), the following additional fees shall apply:
 - (i) an Onboarding Fee pursuant to Clause II.14.
 - (ii) an End-of-Stay Cleaning Fee pursuant to Clause II.15.

These shall be paid by the Contracting Party within seven days of receipt of the invoice into an account specified by HANS-Y.
10. All costs associated with payment, which are incurred by the Contracting Party, in particular bank charges, transfer fees, credit card fees or exchange rate fees, shall be borne by the

Contracting Party. Payments shall be made in such a manner that HANS-Y is credited with the full invoice amount free of charges.

II.12. Total Remuneration and Payment Terms – Short-Stay

1. The total remuneration for the Short-Stay Type of Accommodation (“**Total Renumeration Short-Stay**”) comprises:
 - (i) the Flat-Rate Fee pursuant to Clause II.13. and
 - (ii) the Local Tax (*Ortstaxe*) pursuant to Clause II.16.
2. The Total Remuneration Short Stay and any Service Fees for optional Services booked together with the Accommodation are due for payment upon Conclusion of the Contract and must be paid within the booking process.
3. All costs associated with payment, in particular bank charges, transfer fees, credit card fees or exchange rate fees, shall be borne by the Contracting Party. Payments shall be made in such a manner that HANS-Y is credited with the full invoice amount free of charges.

II.13. Flat-Rate Fee

1. The **Flat-Rate Fee** remunerates the Accommodation provided by HANS-Y. The **Flat-Rate Fee** including statutory value added tax is shown in the booking confirmation.
2. The **Flat-Rate Fee** also includes operating costs as well as ancillary costs for electricity, heating, cold/hot water, cooling and internet, in each case on a Fair Use basis. HANS-Y requests the entire HANS-Y community to treat resources with care – in particular with regard to sustainability and environmental protection.
3. “**Fair Use**” for the purposes of this provision means that the Contracting Party is obliged to use the Room facilities, to which these operating and ancillary costs relate, only in a reasonable manner.
4. As electricity costs are included in the **Flat-Rate Fee**, the Contracting Party is prohibited from using electrical appliances with particularly high power consumption in the Room, which are not provided by HANS-Y, in particular portable heating and cooling appliances.

II.14. Onboarding Fee

1. For the Long-Stay Type of Accommodation, the Parties agree an **Onboarding Fee**, to which the following provisions apply.
2. The Onboarding Fee serves to cover the costs incurred by HANS-Y in connection with the booking process, payment process, Check-in and Handover of the Room. It is payable once only.
3. The amount of the **Onboarding Fee** can be accessed at <https://all-in-living.at/HANS-Y/downloads/> and includes statutory value added tax. It is also shown in the booking confirmation.

II.15. End-of-Stay Cleaning Fee

1. Depending on the Type of Accommodation, the Parties agree an **End-of-Stay Cleaning Fee**, to which the following provisions apply.

2. The End-of-Stay Cleaning Fee covers the costs for the one-time cleaning of the Room after the Room has been returned by the Contracting Party to HANS-Y. It is payable once only.
3. The amount of the End-of-Stay Cleaning Fee can be accessed at <https://all-in-living.at/HANS-Y/downloads/>, depends on the selected Room Category and includes statutory value added tax. It is also shown in the booking confirmation.

II.16. Local Tax (*Ortstaxe*)

1. Depending on the duration of the Accommodation, HANS-Y is obliged to collect the **Local Tax** (*Ortstaxe*) pursuant to §§ 11 et seq. of the Vienna Tourism Promotion Act (*Wiener Tourismusförderungsgesetz*).
2. The Contracting Party undertakes to fully and truthfully provide HANS-Y with all information necessary for the assessment and payment of the Local Tax.
3. The amount of the Local Tax is calculated during the booking process and notified to the Contracting Party. It is also shown in the booking confirmation.

II.17. Security Deposit

1. Depending on the Type of Accommodation, the Parties agree a Security Deposit, to which the following provisions apply.
2. The Security Deposit serves to secure all claims of HANS-Y against the Contracting Party arising out of the Contract. For this purpose, the Contracting Party shall pay a Security Deposit into a separate account held by the Manager, which is notified to the Contracting Party in the booking confirmation.
3. The amount of the Security Deposit depends on the Room Category and can be accessed at <https://all-in-living.at/HANS-Y/downloads/>.
4. HANS-Y shall be entitled, but not obliged, at any time to use the Security Deposit to cover outstanding and due payments of any kind to be made by the Contracting Party. If the Security Deposit is reduced during an ongoing Accommodation, the Contracting Party has a replenishment obligation.
5. Upon end of the Accommodation, HANS-Y shall be entitled to deduct from the Security Deposit any damage in/to the Room, the Accommodation Premises, the furnishings provided, or any other outstanding claims against the Contracting Party, before returning the (remaining) Security Deposit to the Contracting Party within 8 weeks after the end of the Contract Term. No interest will be credited.
6. In addition, HANS-Y shall be entitled to deduct the End-of-Stay Cleaning Fee pursuant to Clause II.15 from the Deposit after issuing and transmitting the corresponding invoice to the Contracting Party (Clause II.11.8).

II.18. Termination of the Accommodation

1. Accommodation ends on the last day of the Contract Term, without the need for separate termination of the Contract.
2. This shall not affect the mutual right to terminate the Contract with immediate effect for good cause. Good cause entitling HANS-Y to immediate termination shall exist in particular if:

- (i) invoices are not paid by the Contracting Party despite being due and after a reasonable one-time grace period of at least seven days;
 - (ii) the Contracting Party or the Registered Person makes a significantly detrimental use of the Room or the Accommodation Premises or, through its inconsiderate, offensive or otherwise grossly improper behaviour, makes cohabitation intolerable for other guests, HANS-Y, its staff or third parties residing in the Accommodation Premises, or commits, against these persons, an act punishable by law against property, morality or physical safety. The behaviour of third parties to whom the Contracting Party grants access to the Accommodation Premises shall be attributed to the Contracting Party;
 - (iii) the Contracting Party transfers/lets the Room to third parties for use; or
 - (iv) the Contracting Party or any Registered Person materially or repeatedly breaches the rules of conduct laid down in the House Rules (in particular the Fair Use rules).
3. In the event of an immediate termination of the Contract, the Contracting Party shall be obliged to return the Room to HANS-Y in accordance with Clause II.21.
 4. HANS-Y's entitlement to the Total Remuneration pursuant to Clause II.11 or II.12 shall remain unaffected by the immediate termination of the Contract. However, expenses saved by HANS-Y as a result of the termination of the Contract, as well as any income generated by HANS-Y from re-letting the Room to another guest, shall be deducted from the Total Remuneration in favour of the Contracting Party.

II.19. Cancellation – Long-Stay

1. For the Long-Stay Type of Accommodation, the Contracting Party shall be entitled, in accordance with the following provisions, to withdraw from the Contract as well as all selected Services prior to the Handover Date ("**Cancellation**").
2. Cancellation must be made to HANS-Y in writing or via email.
3. In case of a Cancellation, the Contracting Party shall be obliged to pay a **Cancellation Fee**. The amount of the Cancellation Fee depends on the agreed Flat-Rate Fee and the time between the Cancellation and the agreed Handover Date. The following Cancellation Fees shall apply:
 - (i) up to 91 days prior to the Handover Date: 0% of the Flat-Rate Fee;
 - (ii) 90 – 61 days prior to the Handover Date: 10% of the Flat-Rate Fee;
 - (iii) 60 – 31 days prior to the Handover Date: 20% of the Flat-Rate Fee;
 - (iv) 30 – 14 days prior to the Handover Date: 50% of the Flat-Rate Fee;
 - (v) less than 14 days prior to the Handover Date: 100% of the Flat-Rate Fee.
4. In addition to the Cancellation Fee, a fixed amount of EUR 99.00 will be charged by HANS-Y for each Cancellation.
5. To the extent the Contracting Party has already made payments, such payments shall be set off against the Cancellation Fee. Any overpayment shall be refunded by HANS-Y to the Contracting Party within 14 days of Cancellation. If the Cancellation Fee exceeds the payments already made by the Contracting Party, the Contracting Party shall be obliged to pay the shortfall to HANS-Y within 14 days of receipt of the invoice for the outstanding Cancellation Fee.

II.20. Cancellation – Short-Stay

1. For the Short-Stay Type of Accommodation, Cancellation is not possible.

II.21. Return of the Room

1. The Room shall be returned during Check-out pursuant to Clause II.3. and II.4. in its original condition, taking account of normal wear and tear. Any items brought in by the Contracting Party or any Registered Person (e.g. personal items such as clothing and jewellery, electronic devices, purchased starter packs) must be removed.
2. After Return of the Room, HANS-Y shall prepare a return report.
3. The Contracting Party is furthermore obliged to return all property of HANS-Y pursuant to Clause II.3. and Clause II.4. in particular all access chips, keys as well as a television provided by HANS-Y as part of a Service
4. If the Contracting Party is in default with returning the Room, HANS-Y shall – without prejudice to further claims for damages – be entitled to payment by the Contracting Party of a usage fee in the amount of EUR 120.00 per day of default.
5. If items of the Contracting Party or of a Registered Person, which the Contracting Party would have been obliged to remove, remain in the Accommodation Premises after Check-out, HANS-Y shall be entitled to dispose of them. The disposal costs incurred – but at least EUR 150.00 – will be invoiced to the Contracting Party.

II.22. Liability of the Contracting Party

1. The Contracting Party shall be liable to HANS-Y for damage caused by it or by Registered Persons to the Room, to the Accommodation Premises, the furnishings and the Common Areas , as well as for missing furnishings.
2. The Contracting Party shall furthermore be liable for all costs arising from use of the Accommodation Premises in breach of contract, in particular in the case of unauthorised occupancy, unauthorised keeping of animals, smoking in non-smoking areas, or holding unauthorised events.
3. To the extent that the use of parts of the Accommodation Premises is temporarily not possible due to damage culpably caused by the Contracting Party or a Registered Person, the Contracting Party shall also be liable for the thereof resulting loss of revenue of HANS-Y.
4. Defects and damage must be reported by the Contracting Party to HANS-Y without undue delay, but no later than 24 hours of becoming aware thereof.
5. The conduct of third parties entering the Accommodation Premises with the Contracting Party's consent shall be attributed to the Contracting Party.

II.23. Liability of HANS-Y

1. HANS-Y shall be liable to the Contracting Party for damages in the event of personal injury and in the event of a breach of essential contractual obligations (*Hauptleistungspflichten*) in accordance with the statutory provisions; in all other cases, liability shall exist only in the event of gross negligence or wilful misconduct..
2. HANS-Y shall not be liable under the Contract for the consequences of force majeure. This includes in particular orders by authorities, wars, civil unrest, terrorist attacks, fire, flooding,

power outages, accidents, storms, strikes, lockouts or other industrial action affecting the services of HANS-Y or its suppliers.

3. HANS-Y shall be liable for items brought in by the Contracting Party exclusively in accordance with the provisions of §§ 970 et seq. ABGB. Any further liability of HANS-Y regarding items of the Contracting Party is excluded. The statutory limitations of liability, in particular with regard to valuables, money and precious items, remain unaffected.

III. SPECIAL PROVISIONS – UNDERGROUND GARAGE

III.1. Applicability

1. The following Special Provisions shall apply to the provision of parking spaces in the underground garage at the address Kelsenstraße 5, 1030 Vienna.

III.2. Contractual Object

1. The subject matter of the parking contract (*Garagierungsvertrag*) is the provision of a parking space for motor vehicles by HANS-Y to the Contracting Party, in the garage on the property EZ 4130, KG 01006 Landstraße, Bezirksgericht Innere Stadt, with the property address Kelsenstraße 5, 1030 Vienna.

III.3. Parking Contract

1. The Contracting Party may freely choose one parking space within the garage. The Contracting Party shall, however, have no entitlement to a specific parking space.
2. The Contract between the Parties shall be concluded for the Contract Term agreed on in the Contract. During the Contract Term, the Contracting Party shall be entitled at any time to enter and exit the parking garage and to park its motor vehicle for an unlimited period of time.
3. HANS-Y shall be entitled to request the Contracting Party to move its vehicle to a different parking space during the Contract Term if this is necessary for operational reasons (such as maintenance measures or construction works). Except in the event of imminent danger, HANS-Y shall grant the Contracting Party a reasonable period of at least seven calendar days to remove the vehicle from the previous parking space.
4. The Austrian Road Traffic Act 1960 (Straßenverkehrsordnung 1960 – StVO), as amended from time to time, shall apply throughout the garage. Parking is permitted only in the marked parking spaces. The vehicle must be parked within the marked parking area in such a way that third parties are neither obstructed nor other parking spaces are used without authorisation.
5. Only roadworthy vehicles with a valid registration may be parked.
6. Use of the garage for purposes other than parking a motor vehicle is not permitted. In particular, it is prohibited:
 - (i) to store or keep readily flammable, explosive or otherwise hazardous substances in the garage;
 - (ii) to carry out repair, maintenance or cleaning works on the vehicle;
 - (iii) to use open fire, to smoke, or to undertake any other actions which may create a fire hazard;
 - (iv) to operate electrical devices without the express consent of HANS-Y, or to charge vehicle batteries or other rechargeable batteries unless expressly designated charging facilities of the garage are used.
7. The Contracting Party or a Registered Person may use a parking space in the garage personally for one vehicle. The transfer of rights of use for the parking space to other third parties is not permitted.

III.4. Parking Card

1. As part of the Handover, the Contracting Party will be issued a parking card at the Service Desk during the Service Hours, enabling access to the parking garage. The parking card must be returned on the last day of the Contract Term by placing the parking card in the Check-out box at the Service Desk or, if the Contracting Party returns a Room on the same day, in accordance with Clause II.3.6. or II.4.5.
2. In the event of loss of the parking card, the Contracting Party shall reimburse HANS-Y for the costs of replacement in the amount of EUR 25.00.

III.5. Fee

1. For use of the garage, the Contracting Party shall pay HANS-Y a monthly fee. The amount of the fee can be accessed at <https://all-in-living.at/HANS-Y/downloads/>.
2. The first monthly fee for the garage (pro rata, if applicable) shall be paid to the account specified by HANS-Y before Handover of the Contractual Object.
3. All further monthly fees payable for the garage are to be paid monthly in advance to the account specified by HANS-Y no later than the first day of each month.

III.6. Termination of the Contract

1. The Contract is concluded for the Contract Term agreed in the Contract.
2. This shall not affect the mutual right to terminate the Contract with immediate effect for good cause. Good cause entitling HANS-Y to immediate termination shall exist in particular if:
 - (i) invoices are not paid by the Contracting Party despite being due and after a reasonable one-time grace period of at least seven days;
 - (ii) the Contracting Party or any Registered Person makes a significantly detrimental use of the garage or displays inconsiderate, offensive or otherwise grossly improper behaviour towards other authorised users, the owner, its staff or third parties, or commits, against these persons, an act punishable by law against property, morality or physical safety. The behaviour of third parties to whom the Contracting Party grants access to the garage or Accommodation Premises shall be attributed to the Contracting Party;
 - (iii) the Contracting Party unlawfully permits third parties to use the garage;
 - (iv) or the Contracting Party or a Registered Person materially or repeatedly breaches the rules of conduct laid down in the House Rules.
3. HANS-Y's entitlement to the fee pursuant to Clause III.5. shall remain unaffected by the immediate termination of the Contract. However, expenses saved by HANS-Y as a result of the termination of the Contract, as well as any income generated by HANS-Y from providing the parking space to another user, shall be deducted from the fee in favour of the Contracting Party.
4. Upon the end of the Contract, the right to use the garage shall end. The Contracting Party must remove its vehicle from the garage no later than 11:00 pm on the last day of the Contract Term.

5. If the Contracting Party does not remove its motor vehicle in due time, HANS-Y shall – without prejudice to further claims for damages – be entitled to payment by the Contracting Party of a usage fee in the amount of EUR 90.00 per day of default. HANS-Y shall request the Contracting Party in writing, setting a one-time grace period of at least three days, to remove its motor vehicle. If the period expires without the vehicle being removed, HANS-Y shall be entitled to have the motor vehicle towed away at the Contracting Party's expenses.

III.7. Liability of the Contracting Party

1. The Contracting Party shall be liable to HANS-Y for damage caused by it or any Registered Person to the garage and to the Accommodation Premises.
2. The Contracting Party shall furthermore be liable for all costs arising from use of the garage in breach of Contract, in particular in cases of parking in breach of regulations and unauthorised storage.
3. To the extent that the use of parts of the garage is temporarily not possible due to damage culpably caused by the Contracting Party or any Registered Person, the Contracting Party shall also be liable for the resulting loss of revenue of HANS-Y.
4. Defects and damages must be reported by the Contracting Party to HANS-Y without undue delay, but no later than 24 hours of becoming aware thereof.
5. The conduct of third parties driving into or entering the garage or the Accommodation Premises with the Contracting Party's consent shall be attributed to the Contracting Party.

III.8. Liability of HANS-Y

1. HANS-Y shall be liable to the Contracting Party for damages in the event of personal injury and in the event of a breach of essential contractual obligations (*Hauptleistungspflichten*) in accordance with the statutory provisions; in all other cases, liability shall exist only in the event of gross negligence or wilful misconduct..
2. HANS-Y shall not be liable under this Contract for the consequences of force majeure. This includes in particular orders by authorities, wars, civil unrest, terrorist attacks, fire, flooding, power outages, accidents, storms, strikes, lockouts or other industrial action affecting the services of HANS-Y or its suppliers.
3. The garage is subject to video surveillance, with recordings stored but not monitored in real time. No further guarding services are provided by HANS-Y. Information about the data processed by video surveillance is available at: <https://all-in-living.at/HANS-Y/downloads/>.
4. When parking its vehicle, the Contracting Party or Registered Person must remove all valuables (in particular its luggage) from the vehicle.
5. HANS-Y shall not be liable to the Contracting Party for damage caused to the Contracting Party by third parties.

IV. SPECIAL PROVISIONS – CO-WORKING SPACE

IV.1.Applicability

1. These Special Provisions shall apply to the Co-working space operated by HANS-Y at the address Kelsenstraße 5, 1030 Vienna.

IV.2.Contractual Object

1. The subject matter of the Contract is the provision of a workstation consisting of a desk, office chair, mobile pedestal, and a power outlet, or the provision of several workstations (Individual Office package; Clause IV.3.6.) by HANS-Y to the Contracting Party in the designated areas of the Accommodation Premises (the “**Co-working Space**”).
2. The Contracting Party may use the gym and pool located within the Accommodation Premises during the respective opening hours listed in the House Rules (Annex 1). The Contracting Party is furthermore entitled to use the shared coffee kitchen, the lounge area, the coffee corner, the phone booths, the bicycle room and the lounge bar, all of which are designated as such.

IV.3.Packages

1. The Contract between the Parties shall be concluded for the Contract Term agreed on in the Contract. HANS-Y offers the Contracting Party various packages which differ in duration, workstation allocation and fee:

2. Package: Daily Rental

- (i) Under the Daily Rental package, the workstation is provided for one working day (that is a day from Monday to Friday, except for public holidays) from 07:00 am until 07:00 pm).
- (ii) Bookings are made on a daily basis. In any event, the right of use shall end at 07:00 pm on the relevant day.
- (iii) Flexible Desk Selection applies pursuant to Clause IV.4.
- (iv) The fee amount can be accessed at <https://all-in-living.at/HANS-Y/downloads/> and includes statutory value added tax.

3. Package: Weekly Rent

- (i) Under the Weekly Rent package, the workstation is provided for one working week (Monday to Friday of a specific week).
- (ii) During the Contract Term, the Contracting Party may use the workstation without restriction at any time of day (24 hours).
- (iii) Bookings are made on a week-by-week basis. In any event, the right of use shall end at 07:00 pm on the Friday of the relevant week.
- (iv) Flexible Desk Selection applies pursuant to Clause IV.4.
- (v) The fee amount can be accessed at <https://all-in-living.at/HANS-Y/downloads/> and includes statutory value added tax.

4. Package: Monthly Rent Flex

- (i) Under the Monthly Rent Flex package, the workstation is provided for one calendar month.
- (ii) During the Contract Term, the Contracting Party may use the workstation without restriction at any time of day (24 hours).
- (iii) Bookings are made on a month-by-month basis. The right of use ends on the last day of the relevant month at 07:00 pm.
- (iv) Flexible Desk Selection applies pursuant to Clause IV.4.
- (v) The fee amount can be accessed at <https://all-in-living.at/HANS-Y/downloads/> and includes statutory value added tax.

5. Package: Monthly Rent Fix

- (i) Under the Monthly Rent Fix package, one particular workstation is provided for one calendar month.
- (ii) During the Contract Term, the Contracting Party may use the workstation without restriction at any time of day (24 hours).
- (iii) Bookings are made on a month-by-month basis. The right of use starts on the first day of the relevant month at 07:00 am and ends on the last day of the relevant month at 07:00 pm.
- (iv) A Fixed Workstation is assigned to the Contracting Party pursuant to Clause IV.5.
- (v) For the Contract Term, a letterbox shall be allocated to the Contracting Party, to which the provisions of Clause IV.6, apply.
- (vi) The fee amount can be accessed at <https://all-in-living.at/HANS-Y/downloads/> and includes statutory value added tax.

6. Package: Individual Office

- (i) Under the Individual Office package, a lockable office together with an agreed number of workstations inside this office is provided to the Contracting Party.
- (ii) During the Contract Term, the Contracting Party may use the Individual Office without restriction at any time of day (24 hours).
- (iii) Bookings are made on a month-by-month basis. The right of use ends on the last day of the relevant month at 07:00 pm.
- (iv) Registered Persons (maximum of three persons in total) may use the Contractual Object in the same manner as the Contracting Party is allowed to.
- (v) The Individual Office shall constitute a Fixed Workstation pursuant to Clause IV.5.
- (vi) For the Contract Term, a letterbox shall be allocated to the Contracting Party, to which the provisions of Clause IV.6 apply.
- (vii) The fee amount can be accessed at <https://all-in-living.at/HANS-Y/downloads/> and includes statutory value added tax.

IV.4.Flexible Desk Selection

1. Where a package provides for Flexible Desk Selection, no specific workstation shall be allocated to the Contracting Party.

2. Instead, on each day of arrival the Contracting Party may select an available workstation for the day.
3. At the end of each day, the Contracting Party must remove all personal items from the workstation. The workstation must be cleaned if necessary.

IV.5.Fixed Workstation

1. Where a package provides for a Fixed Workstation, a specific workstation shall be allocated to the Contracting Party, which it may use exclusively for the Contract Term.
2. If personal items are kept at the workstation, such items must be stored locked in the mobile pedestal when leaving the workstation.
3. All personal items must be removed from the workstation at the end of the term. The workstation must be cleaned if necessary.

IV.6.Letterbox

1. Where a package includes the letterbox service, a letterbox shall be allocated to the Contracting Party in which it may receive letters.
2. It is not permitted to use the letterbox address as a business address – whether in business correspondence or vis-à-vis authorities or courts.

IV.7.Payment Terms

1. The fee shall be due for payment immediately upon Conclusion of the Contract. Payment must be made in such a timely manner that the fee is paid to the account specified by HANS-Y before Handover of the Contractual Object. If payment is not made in due time and in full, the Contractual Object shall not be handed over to the Contracting Party.
2. All costs associated with payment, which are incurred by the Contracting Party, in particular bank charges, transfer fees, credit card fees or exchange rate fees, shall be borne by the Contracting Party. Payments shall be made in such a manner that HANS-Y is credited with the full invoice amount free of charges.

IV.8.Access Chip

1. As part of the Handover, the Contracting Party will be issued an access chip at the Service Desk during the Service Hours, enabling access to the Co-working Space.
The access chip must be returned on the last day of the Contract Term by placing the access chip in the Check-out box at the Service Desk or, if the Contracting Party returns a Room on the same day, in accordance with Clause II.3.6. or II.4.5.

In the event the access chip is lost, the Contracting Party shall reimburse HANS-Y for the replacement costs in the amount of EUR 25.00.

IV.9.Use of the Workstation

1. The Contracting Party shall be entitled to use the workstation provided to it. HANS-Y shall be entitled to close the workstation or parts of the Co-working Space, if this necessary for maintenance, servicing or refurbishment works. Where possible, HANS-Y shall notify the Contracting Party of such measures in good time in advance.

2. The Contracting Party shall show consideration for other guests when using the Co-working Space. In particular, loud telephone calls and conversations as well as other disturbances must be avoided.
3. The furniture provided must be handled with due care and may not be removed from the Co-working Space. No additional furnishings may be brought into the Co-working Space. Alterations or modifications to the workstation are not permitted.
4. Damage must be reported to HANS-Y without undue delay upon becoming aware thereof.
5. The Contracting Party represents and undertakes that it will not use the services and infrastructure of the Co-working Space for any unlawful or criminal acts.
6. The Contracting Party shall be provided with internet access via WLAN or LAN. HANS-Y gives no warranty that a particular bandwidth or level of availability of the internet access will be provided. HANS-Y shall not be liable for the security of the network and/or the internet access. The Contracting Party shall refrain from any misuse of the network access. In particular, the following are prohibited: interference with network operations, unauthorised attempts to access third-party systems or data (hacking), the dissemination of unlawful content, and any other activities that may compromise the security, integrity, or availability of the network.
7. The Contracting Party shall be entitled to invite third parties to the Co-working Space for meetings. A meeting room must be booked. The stated capacity limits must be observed. Third parties are prohibited from using the gym and pool located within the Accommodation Premises.
8. Smoking is prohibited throughout the entire building.

IV.10. End of the Right of Use

1. The right to use the Contractual Object shall end upon expiry of the Contract Term, without the need for separate notice of termination.
2. This shall not affect the mutual right to terminate the Contract with immediate effect for good cause. Good cause entitling HANS-Y to immediate termination shall exist in particular if:
 - (i) invoices are not paid by the Contracting Party despite being due and after a reasonable one-time grace period of at least seven working days;
 - (ii) the Contracting Party makes a significantly detrimental use of the workstation or displays inconsiderate, offensive or otherwise grossly improper behaviour towards the other authorised users, HANS-Y, its staff or third parties, or commits, against these persons, an act punishable by law against property, morality or physical safety. The behaviour of third parties to whom the Contracting Party grants access to the Accommodation Premises shall be attributed to the Contracting Party;
 - (iii) the Contracting Party or any Registered Person materially or repeatedly breaches the rules of conduct laid down in the House Rules.
3. If items of the Contracting Party, remain at the workstation or in the Accommodation Premises after the end of the Contract Term, HANS-Y shall be entitled to dispose them. The disposal costs incurred – but at least EUR 100.00 – shall be invoiced to the Contracting Party.

4. In the event of an immediate termination of the Contract, the Contracting Party shall be obliged to return the Workstation, the access chip, and any letterboy keys provided, to HANS-Y without undue delay.
5. HANS-Y's entitlement to the agreed remuneration shall not be affected by the immediate termination of the Contract. However, expenses saved by HANS-Y as a result of the termination of the Contract, as well as any income generated by HANS-Y from assigning the Workstation to another person, shall be deducted from the remuneration in favour of the Contracting Party.

IV.11. Liability of the Contracting Party

1. The Contracting Party shall be liable to HANS-Y for damage caused by it or any Registered Person to the workstation, the Co-working Space and to the Accommodation Premises.
2. The Contracting Party shall furthermore be liable for all costs arising from use of the Co-working Space/the Accommodation Premises in breach of contract.
3. To the extent that the use of parts of the Co-working Space/the Accommodation Premises is temporarily not possible, due to damage culpably caused by the Contracting Party or a Registered Person, the Contracting Party shall also be liable for the thereof resulting loss of revenue of HANS-Y.
4. The conduct of third parties entering the Co-working Space/the Accommodation Premises with the Contracting Party's consent shall be attributed to the Contracting Party.

IV.12. Liability of HANS-Y

1. 1. HANS-Y shall be liable to the Contracting Party for damages in the event of personal injury and in the event of a breach of essential contractual obligations (*Hauptleistungspflichten*) in accordance with the statutory provisions; in all other cases, liability shall exist only in the event of gross negligence or wilful misconduct.
2. HANS-Y shall not be liable under the Contract for the consequences of force majeure. This includes in particular orders by authorities, wars, civil unrest, terrorist attacks, fire, flooding, power outages, accidents, storms, strikes, lockouts or other industrial action affecting the services of HANS-Y or its suppliers.

V. WITHDRAWAL NOTICE

V.1. Identity and Contact Details of the Trader

Kelsenstraße 5 Immobilien GmbH & Co KG

Wollzeile 16

1010 Vienna

sales@all-in-living.at

+43 1 922 0000

V.2. Right of Withdrawal for Services

For an agreement whose subject matter consists exclusively or predominantly of services, the following withdrawal notice shall apply:

Right of Withdrawal

A right of withdrawal exists exclusively for consumers who conclude an agreement with HANS-Y without the simultaneous physical presence of HANS-Y and the Contracting Party, within the framework of an organised distance-selling or service-provision system, where exclusively means of distance communication are used up to and including the conclusion of the agreement.

The Contracting Party shall have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

The declaration of withdrawal is not subject to any specific form. To exercise the right of withdrawal, the Contracting Party must inform Kelsenstraße 5 Immobilien GmbH & Co KG, Wollzeile 16, 1010 Wien, sales@all-in-living.at, +43 1 922 000 of its decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The Contracting Party may use the attached model withdrawal form, but this is not obligatory.

To meet the withdrawal deadline, it is sufficient for the Contracting Party to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If the Contracting Party withdraws from this contract, HANS-Y shall reimburse to the Contracting Party all payments received from the Contracting Party, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which HANS-Y is informed about the Contracting Party's decision to withdraw from this contract.

HANS-Y will carry out such reimbursement using the same means of payment as the Contracting Party used for the initial transaction, unless expressly agreed otherwise with the Contracting Party; In any event, the Contracting Party will not incur any fees as a result of such reimbursement.

If the Contracting Party requested to begin the performance of services during the withdrawal period, the Contracting Party shall pay HANS-Y an amount which is in proportion to what has been provided until the Contracting Party has communicated to HANS-Y its withdrawal from this contract, in comparison with the full coverage of the contract.

Exceptions from the Right of Withdrawal

No right of withdrawal shall exist if the service has been fully performed after HANS-Y has begun performance with the Contracting Party's prior express consent and the Contracting Party has confirmed, prior to commencement of performance, that it acknowledges that it will lose its right of withdrawal upon full performance of the agreement.

Furthermore, pursuant to § 18(1) Z 10 FAGG, no right of withdrawal shall exist for agreements concerning services in the field of accommodation for purposes other than residential purposes, where the agreement provides for a specific date or period for performance by the trader. Accordingly, no right of withdrawal shall apply where the Contracting Party makes use of accommodation services pursuant to Clause II of this agreement.

V.3. Right of Withdrawal for Supply of Goods

For an agreement whose subject matter consists exclusively or predominantly of the supply of goods, the following withdrawal notice shall apply:

Right of Withdrawal

A right of withdrawal exists exclusively for consumers who conclude an agreement with HANS-Y without the simultaneous physical presence of HANS-Y and the Contracting Party, within the framework of an organised distance-selling or service-provision system, where exclusively means of distance communication are used up to and including the conclusion of the agreement.

The Contracting Party shall have the right to withdraw from the contract within 14 days from conclusion of the agreement without giving any reason.

The withdrawal period will expire after 14 days from the day on which the Contracting Party acquires, or a third party other than the carrier and indicated by the Contracting Party acquires, physical possession of the goods.

The declaration of withdrawal is not subject to any specific form. To exercise the right of withdrawal, the Contracting Party must inform Kelsenstraße 5 Immobilien GmbH & Co KG, Wollzeile 16, 1010 Vienna, sales@all-in-living.at, +43 1 922 000 of its decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The Contracting Party may use the attached model withdrawal form for this purpose, but this is not obligatory.

To meet the withdrawal deadline, it is sufficient for the Contracting Party to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If the Contracting Party withdraws from this contract, HANS-Y shall reimburse to the Contracting Party all payments received from it, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which HANS-Y is informed about the Contracting Party's decision to withdraw from this contract.

HANS-Y will carry out such reimbursement using the same means of payment as the Contracting Party used for the initial transaction, unless expressly agreed otherwise with the Contracting Party; in any event, the Contracting Party will not incur any fees as a result of such reimbursement.

HANS-Y may withhold reimbursement until the goods have been received back or until the Contracting Party has supplied evidence of having sent back the goods, whichever is the earliest.

The Contracting Party shall send back or hand over them over to HANS-Y at Kelsenstraße 5 Immobilien GmbH & Co KG, Wollzeile 16, 1010 Vienna, without undue delay and in any event no later than 14 days from the day on which the Contracting Party communicated the withdrawal from this contract to HANS-Y. The deadline is met if the Contracting Party sends back the goods before the period of 14 days has expired.

The Contracting Party will bear the direct cost of returning the goods.

The Contracting Party is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

VI. MODEL WITHDRAWAL FORM

(complete and return this form only if you wish to withdraw from the contract)

To
Kelsenstraße 5 Immobilien GmbH & Co KG
Wollzeile 16
1010 Vienna
sales@all-in-living.at
+43 1 922 0000

I/We (*1) hereby give notice that I/We (*1) withdraw from my/our (*1) contract of sale of the following goods (*1)/for the provision of the following service (*1),

Ordered on (*1)/received on (*1),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate.