

ALTOVITA GUEST/HOST AGREEMENT

A. What is this?

1. This is an agreement between you, the Altovita Guest named in the Booking Request (the **guest**) and the person whose accommodation you have reserved, whose details are also set out in the Booking Request (the **host**).
2. We (Kravlux Limited, 3 Wilton Court, London E1 2BN, United Kingdom) are not a party to this agreement although it does detail some of our roles and responsibilities and we are able to enforce its terms.
3. Our primary role is to provide a platform connecting guests with hosts (and vice-versa) by advertising hosts' accommodation and collecting fees on their behalf. We are not an owner or operator of any of the accommodation listed on our website. Our obligations to you and the host are set out in the Terms of Use (and, if you are a host, in the Altovita Host Agreement).

B. Booking accommodation and additional services

1. By confirming that the information in the Booking Request is correct and providing your payment card details, you are offering to enter into a licence to occupy the host's accommodation for the stated rental period at the stated rental price, in accordance with the terms of this agreement. You are also offering to pay for any additional services set out in the Booking Request.
2. Your booking will be confirmed only upon the sending to you of a Booking Confirmation. Upon confirming and submitting a Booking Request, you will receive your Booking Confirmation or notification that your booking has been rejected within 72 hours.
3. If you do not receive a Booking Confirmation or notification that your booking has been rejected within the timescales referred to above, please let us know as soon as possible by emailing info@altovita.com. The contract between you and the host is formed once the Booking Confirmation is despatched.
4. At the same time as sending you the Booking Confirmation we will collect payment of the amount set out in the Booking Request on behalf of the host. We act as the host's agent for concluding the rental of the accommodation and as the merchant on record for taking payments. You expressly authorise us to do this. You will be responsible for all taxes arising as a result of your rental of the accommodation – including for example any hotel or tourist tax (or equivalent) - and these will also be

specified in the Booking Confirmation. You will only be entitled to repayment of the amount payable to the host (or any part of it) as set out in the “Cancellation” and “Refunds” sections below (sections E and F respectively). In particular, if for any reason you fail to turn up for your booking without cancelling in accordance with section E, you will still be liable to pay the full fee.

5. We charge a fee (known as the **Altovita Service Fee**) in exchange for the services that we provide to you. The Altovita Service Fee is 10% of the total **Accommodation Charges** (which are the accommodation fees plus the charges for any agreed additional services each as set out in the Booking Confirmation). The Altovita Service Fee will be notified to you in the Booking Confirmation. Once the Booking Confirmation has been sent, you acknowledge and agree that the Altovita Service Fee is non-refundable other than in the circumstances set out in paragraphs E1 and E5(b) below.

6. Once your booking has been confirmed, you cannot transfer it to anyone else without informing us and obtaining the host’s consent. If you decide that you would like to order further additional services from your host or remove any additional services, please contact us immediately by emailing info@altovita.com (although note that some additional services will need to be booked/cannot be cancelled without giving notice at least 48 hours prior to your arrival).

7. You are not permitted to make any payments to the host outside of the Altovita service (including paying in cash for additional services). We shall not be liable to you (or to the host) in relation to any payments that you make outside of the Altovita service or for the delivery/non-delivery of services in relation to those payments.

C. Damage to the accommodation and security deposit

1. The host accepts that there will be reasonable wear and tear to their accommodation over time. However, if accommodation (or any part of it) is damaged during your stay, beyond reasonable wear and tear, you:

- a. must immediately notify the host; and
- b. will be liable in full for the costs of that damage.

Therefore, you are strongly advised to take out insurance in relation to accidental damage. Note that we do not deduct the security deposit unless a successful claim has been made by the host.

2. The host must notify us or you within 48 hours after your departure if damage has been caused to the accommodation. We will also ask the host to provide evidence of

any such damage. If the host does not make a notification within 48 hours, we will presume that any damage is not your fault, unless evidence suggests otherwise.

3. The host is permitted to charge you an end-of-stay cleaning fee as an additional cost. However, if the accommodation is heavily soiled and additional cleaning is required after your stay, you expressly authorise us to deduct from your security deposit (on behalf of the host), the reasonable costs of such cleaning from your payment card (provided that we notify you in advance that we are going to do so).

4. You also expressly authorise us to deduct from your payment card (on behalf of the host) the cost of any damage to the accommodation and its contents, other than reasonable wear and tear, which occurred during your stay up to the value of the security deposit (provided that we notify you in advance that we are going to do so). Note that if the cost of your damage to the accommodation is greater than the value of the security deposit, you will still be fully liable to the host for the full cost of the damage. Any complaints you may have in relation to deductions made from the security deposit should be addressed in accordance with section I below.

D. Overstaying

1. Your licence to occupy the accommodation will finish at the end of the rental period specified in your Booking Confirmation. You acknowledge and agree that if you do stay past the stipulated check-out time:

- a. the host (or an agent on the host's behalf) can require you to leave; and
- b. you expressly authorise us to deduct from your payment card an overstay fee equivalent to two times the average nightly Accommodation Charges set out in your Booking Confirmation for each 24 hour period that you stay over the "check-out grace period", as well as any reasonable ancillary costs that we incur in taking payment. The "check-out grace period" is the period of two hours after your stipulated check-out time.

By way of example, if the average nightly Accommodation Charges are €150 and your actual check-out time is midday on 1 January, if you actually checked out at:

- (i) 12:30 on 1 January, you would not be charged an overstay fee (as you are still in the check-out grace period);
- (ii) 21:00 on 1 January, you would be charged an overstay fee of €300 (as you are within the first 24 hour period after the check-out grace period plus our reasonable ancillary costs); and

(iii) 15:00 on 2 January, you would be charged a total overstay fee of €600 (€300 for the first 24 hour period, and €300 for the second 24 hour period plus our reasonable ancillary costs).

E. Cancellation

Cancellation by you

1. You will be subject to the cancellation policy selected by your host and stipulated in the Booking Confirmation. This will be one of three policies:

a. **Minimum Flexibility:** refund of 50% of Accommodation Charges (except fees) paid under your Booking Confirmation (except as stated below), provided that you cancel no later than 14 days before the arrival date stated in Booking Confirmation;

b. **Moderate Flexibility:** refund of 100% of Accommodation Charges (except fees) paid under your Booking Confirmation (except as stated below), provided that you cancel no later than 7 days before the arrival date stated in Booking Confirmation; refund of 50% of Accommodation Charges (except fees) paid under your Booking Confirmation (except as stated below), if you cancel 7 days or less before the arrival date stated in Booking Confirmation; and

c. **Maximum Flexibility:** refund of 100% of all Accommodation Charges (except fees) paid under your Booking Confirmation (except as stated below), provided that you cancel no later than 24 hours before the arrival date stated in Booking Confirmation.

2. You acknowledge and agree that the following fees are non-refundable: (i) the Altovita Service Fee; and (ii) any fee for additional services that is stated to be non-refundable in the Booking Confirmation.

3. To cancel a booking, you must send an email to info@altovita.com. The time that we receive your email will be the time that you have notified us of your cancellation for the purposes of paragraphs E1 and E2 above.

4. We will refund the relevant amounts due to you (to the payment card you used for your booking) within 10 working days after we receive notice of your cancellation.

5. If after checking in, you decide to check out early, please notify us (by emailing info@altovita.com) and your host in the first instance. You agree that your host will have sole discretion on whether to refund the Accommodation Charges for the remainder of your stay to you.

Cancellation by the Host

5. If the host has to cancel for exceptional reasons we will notify you as soon as possible, and you can then decide between two options – either:

a. we will transfer your booking/payment to another Altovita property of your choice, and make/deduct any required balancing payment to/from your payment card. If you cannot find a cheaper or same price alternative, we will seek to obtain from your original host a reasonable contribution towards your additional costs; or

b. if you do not accept alternative accommodation, we will refund to you 100% of all Accommodation Charges you have paid under your Booking Confirmation, plus the Altovita Service Fee (but excluding any processing fees made by our payment provider), within 10 working days after we receive notice that you want to take this option.

6. Please note that neither we, nor any host, will be responsible for any additional fees, costs or expenses that you have incurred in relation to a cancelled booking (including travel costs, event tickets, moving fees etc.). You are therefore strongly advised to take out adequate travel insurance to cover any booking you make via Altovita.

F. Refunds

If you believe that you should be entitled to a full or partial refund from the host (other than pursuant to the cancellation process outlined above), you must follow the complaints procedure set out in section I below. The host must act reasonably and in good faith in considering any refund requests and both you and the host are required to commit fully to any mediation attempts that we may make. If the host agrees to pay a refund to you, the host shall do so within 10 working days after resolution of the relevant issue. Note refunds can only be made to the account or payment card that was used when the booking request was made for fraud protection reasons.

G. Identity of guest(s) and conduct

1. Only people over the age of 18 can reserve accommodation through our website. Under 18s can be included as additional guests on your booking – they just can't be the person making the reservation.

2. Only the number of people stipulated in the Booking Confirmation are allowed to stay at the accommodation. If more people are found to be staying (or to have stayed) at the accommodation, you expressly authorise us to deduct a reasonable additional charge from your payment card.

3. We do not directly provide any insurance for guests. Therefore you are strongly advised to take out travel and/or other insurance to cover issues that may arise in relation to your rental of the accommodation (including cover for your contents and personal liability).

4. Please treat the host's accommodation like your own home. In particular, please:

a. read any instructions (including health and safety guidance) provided to you by the host. You are responsible for your own safety (and the safety of any other person present at the accommodation) during your stay;

b. contact the host immediately upon becoming aware of anything that might put your health and safety at risk – if you can't get through to the host, contact us;

c. follow any "house rules" that the host has notified to you on or before your arrival at the accommodation;

d. do not verbally or physically abuse the host, neighbours or our staff, or otherwise create a nuisance or disturbance (for example by playing loud music, moving furniture or hosting a party);

e. do not conduct any illegal or immoral activity at the accommodation (including the taking of illegal drugs);

f. leave the accommodation clean and tidy;

g. do not bring any animals into the accommodation (unless previously agreed with the host);

h. do not remove anything from the accommodation (unless previously agreed with the host);

i. do not access cupboards, drawers or rooms which have been sealed with tape or locked;

j. do not use the accommodation for anything other than personal accommodation;

k. only contact the host using the telephone number and email address that are provided to you in the Booking Confirmation (or otherwise notified to you by us); and

l. respect the privacy of the host, including by not disclosing his/her identity or address to others.

5. Very important: you expressly agree that, subject to paragraph J2 below, neither we (nor our employees or agents) are responsible or liable in any way for any

damage or injury which you or any member of your party may suffer in connection with the accommodation.

6. You agree to pay the host in full for the reasonable costs, claims, liabilities or expenses suffered by the host as a result of your breach (or the breach by any person in the accommodation during your stay) of any of paragraph G4 above.

7. If you require a host to arrange for a third party to provide you with goods or services, you acknowledge and agree that the supply of those goods or services will be subject to the relevant third party's terms and conditions, and neither we nor the host will be responsible for any failure in performance by that third party.

H. The host's obligations to you

1. The host has granted to you an exclusive licence to occupy the accommodation during the rental period set out in the Booking Confirmation. This means that no other person, other than a member of your party, shall be entitled to stay in the accommodation during that period. However, you agree that this shall not prevent the host (or an agent of the host) from being entitled to visit the property:

- a. in the event that the host reasonably suspects a breach of this agreement; or
- b. in order to fulfil the host's obligations under this agreement (in which case the host will endeavour to provide you with at least 24 hours' notice); or
- c. upon your request.

2. The host confirms to you that:

- a. he/she has the right to grant you a licence to occupy the accommodation on the terms set out in the Booking Confirmation and this agreement;
- b. entering into this agreement will not breach any other agreement to which the host is a party (including the terms of any lease in relation to the accommodation);
- c. should any additional consents be required or costs be payable in order grant you the licence to occupy, these shall be the host's responsibility;
- d. the description of the accommodation and additional services on the Altovita website is true, accurate and not misleading in any material respect;
- e. the accommodation shall be provided in accordance and compliance with all applicable laws and regulations (including all local laws and regulations);

f. he/she will provide fire and health and safety guidance, which shall include information about fire exits, at least one first aid kit, smoke alarms and details of the water and gas shut-offs;

g. he/she will only contact you using the telephone number and email address that you provided on registration;

h. he/she will provide the accommodation to you in clean and tidy condition, and free from rubbish; and

i. all essential appliances in the accommodation (which includes all appliances referred to in the description on the Altovita website) shall be in full working order.

3. You must notify the host (or us, if you can't contact the host) within 24 hours of your arrival if you find anything damaged, or any expected item missing.

I. Complaints

1. The accommodation that you book should be of the highest standard, and we regularly work with our hosts to ensure that this is the case. However, in the event that there is a problem with your accommodation, please contact your host in the first instance. If the host does not resolve the problem to your satisfaction, please send an email to info@altovita.com and we will take all reasonable steps to assist you and mediate any dispute.

2. Where any complaint has been escalated to us (including any complaint by you in relation to deductions from the security deposit), we will investigate the issue and respond to you and/or the host as soon as reasonably practicable. We will use the contact information provided in the Booking Confirmation to communicate with each party unless otherwise advised. Each party will need to provide us with all information and evidence we reasonably require to investigate its complaint. We will use our reasonable endeavours to mediate and resolve any dispute within 10 working days after it is first notified to us, but we give no warranty or undertaking about being able to successfully mediate any dispute during this time period, or at all.

3. Please note that, other than in exceptional circumstances:

a. any complaint from you relating to the state of the accommodation on your arrival must be communicated to the host or to us within 24 hours after your arrival;

b. any complaint from you relating to your stay more generally must be communicated to the host or to us during your stay or within 48 hours after your departure;

c. any complaint from a host in relation to damage to the accommodation or any other issue with your stay must be communicated to you or to us within 48 hours after your departure; and

d. if a host agrees to provide you with a full or partial refund, save as set out in paragraphs E1 and E5(b) above, this will not include the Altovita Service Fee. In addition, you expressly authorise us to deduct from any refund our reasonable ancillary costs that we incur in arranging that refund for you.

J. Liability

1. You acknowledge and agree that:

a. the host shall not be liable to you for any loss of profits, loss of business, loss of goodwill, loss of reputation or any other economic loss (in each case, whether direct or indirect) or for any indirect, consequential, or incidental damages of any kind; and

b. the host's liability to you for all losses shall not exceed the higher of: (i) the total cost of obtaining equivalent rental accommodation for the duration of your relevant rental period; and (ii) the Accommodation Charges paid or payable by you to the host under this agreement in relation to the relevant accommodation.

2. Nothing in this section J limits or excludes the liability of any party for death or personal injury caused by its negligence (or the negligence of its agents or employees) or for fraud.

Summary of payments that we can deduct from your payment card

1. A summary of the times that we can take payment from your payment card:

a. to pay the agreed Accommodation Charges, the Altovita Service Fee and any applicable taxes (paragraphs B4 and B5);

b. to pay for any required additional cleaning (paragraph C3);

c. to pay for any damage to the accommodation (paragraph C4);

d. to pay any overstay fee (paragraph D1(b));

e. to pay any additional fees where a booking is transferred (paragraph E5(a));
and/or

f. to pay for any additional unauthorised guests (paragraph G2).

K. General

1. The host shall not be in breach of this agreement for failure or delay in fulfilling any of its obligations under this agreement to the extent such failure or delay has been caused by any breach by you of this agreement, or by any event outside of the host's control.

2. This agreement constitutes the entire agreement between the guest and the host and any other terms, conditions or prior representations whatsoever shall be of no effect unless expressly set out in this agreement. Nothing in this paragraph limits or excludes either party's liability for fraud.

3. If any term of this agreement is found to be void or unenforceable by any court or authority of competent jurisdiction, then all other provisions of this agreement will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.

4. This agreement does not confer any rights on any person or party (other than the parties to this agreement), save that Altovita shall be entitled to enforce any provision of this agreement against the host and/or the guest.

5. The host shall be entitled to sub-contract or delegate its obligations under this agreement without your consent, provided that the host continues to remain ultimately responsible for the performance of those obligations.

6. Each party may send notifications to the other party using the contact details set out in the Booking Confirmation.

7. This agreement and any non-contractual obligations arising out of or in connection with it is governed by and is to be construed in accordance with the laws of England and Wales.

8. The parties submit to the exclusive jurisdiction of the English courts, provided that neither party shall be entitled to issue proceedings against the other party until the expiry of the mediation period referred to in paragraph I2 above.