# **GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions regulate the contractual relationships between the Guest (hereinafter the "Client") and Altido Italy Srl. (hereinafter the "Company") after the booking and the payment of the accommodation chosen from those available on the webpage www.stayaltido.com (hereinafter the "Site") directly or indirectly, through any mobile device, by e-mail or by telephone.

The following general conditions regulate the terms and conditions of the agreement between the Company and the Client who books and purchases the services through the Site, as well as the temporary rental agreement concluded between the Client and the Company, which acts in the name and on behalf of the owners of the accommodation, and having as its object the chosen accommodation. The client is required to accept these General Terms and Conditions and the specific conditions relating to the stay or individual services (such as duration, price, applicable taxes and existing legislation). The Client is therefore required to thoroughly read the General Terms and Conditions as well as any special conditions applicable to individual services, available on the Site before making a reservation. Making a reservation or purchasing a service offered by the Company, the Client automatically accepts the General Terms and Conditions described here. The General Terms and Conditions may be changed at any time, without any notice, it being understood that such changes will not be applied to orders submitted by the Client before the change.

## Reservations

Accessing the online platform www.stayaltido.com, the Client can view and browse the availability and the real-time prices of the accommodation managed by Altido ItalySrl. or its Partners. If the chosen accommodation is available for the selected period, in order to conclude and confirm the reservation, the Client will have to pay the amount shown in the order summary by credit card, following the instructions. Upon successful payment, the Company will send the Client a Booking Confirmation e-mail containing the details of the amount paid, the

duration of the stay, the number of people staying, including any mandatory or additional extra services. The reservation will not be confirmed until the payment has been successful (according to the procedures regulating the Cancellation Policy) and the Client has received the Booking Confirmation email.

# **Rates and Payment**

The rental for stays of less than 30 nights is indicated in the Order summary which also states the amounts for cleaning and additional services. For stays of less than a month, the total amount includes energy and gas, heating and water consumption. At the time of booking, or before the check-in, according to the deadlines indicated in the "Cancellation policy", the Client will have already fully paid the amount for the stay for the indicated period by credit card. The Extra Costs refer to the optional services provided by the Company and selected by the Client. Such services will be billed applying a VAT rate of 22% as required by law. The rate does not include the tourist tax which must be paid by cash or credit card at the check-in as provided for by the regulations of the Municipality to which the accommodation responds.

# **Cancellation policy**

The Site provides two types of rates: refundable and non-refundable. Regarding the refundable rate, no amount will be charged at the time of booking. The client will be able to cancel or modify the reservation up to a maximum of a specific number of days before the check-in (the number is indicated in the Cancellation Policy section). Regarding the partially refundable rate, in case of a cancellation after the booking, the client will be charged with the percentage value of the total cost indicated. The total cost of the reservation will be charged only if a cancellation is made beyond the period indicated before the check-in. If the Client does not arrive at the check-in, they will have to pay the total amount of the reservation. Non-refundable rates cannot be changed and, at the time of booking, prepayment of the entire stay is required. In case of a cancellation or modification, the full amount of the stay will be charged. Any request for modification of the booking is subject to approval and

availability by Altido ItalySrl., or the partner managing the accommodation, and upon communication via email to admin@kalisi.cloud, or telephone request to the Company's Booking office. If the Client requires to change the dates of the stay, the number of guests, or to change the accommodation, they will be asked to pay for an additional charge based on the availability and the period of the stay.

## Check-in & Check-out rules and information

The client has to confirm the check-in time according to the procedures outlined in the Booking Confirmation email or through communications sent by Altido ItalySrl. before the arrival. The check-in will take place according to the defined times and in two ways: at the apartment or at the appointed Welcome Point. At the time of check-in, the Client hands in to the Company's personnel in charge the identification documents for each adult and minor who will use the accommodation for identification purposes before the security authorities (State Police). The valid identity documents for such purposes are: identity card or driving license for Italian and EU citizens, and passport for non-EU citizens. Failure to exhibit each guest's identity documents will result in a ban on access to the accommodation. The Client undertakes not to accommodate a number of people greater than the one indicated in the Booking Confirmation. If the Client fails to comply with this obligation, they will have to pay the Company an additional charge per each extra person and a penalty of 100 Euros per day. The Client undertakes to sign - digitally or on paper the Rental Agreement which will be concluded according to the national existing laws (Legislative Decree 431, 9 December 1998). The contract will be viewed and signed digitally via SMS authorization using a unique OTP (One Time Password) code which will be delivered to the guest's mobile number. Since this is a private device associated with the person, it allows the univocal identification of the signatory. The signature put through an OTP Service is an advanced electronic signature (AES) and has the same legal value as the electronic or handwritten signature. The service is provided by Fractalgarden Srl, which is authorized to manage personal data such as the email and the telephone number for the sole purpose of the service. Signing the contract, the Client accepts the conditions, the accommodation rules and the property regulations. For reservations of

stays of less than thirty days, a credit card will be required as a security for any damage that may occur (Postepay, Debit Card or prepaid cards of any kind will not be accepted). If the client does not provide a credit card as a security, a cash deposit will be required which will be returned after verifying that no damage occurred in the apartment. The Client agrees to allow the Company's personnel in charge and/or any appointed third parties, which can be identified upon the Client's request, to access the accommodation in order to carry out any necessary repairs and/or maintenance. Except in cases of emergency, the client will be informed in advance through their contact details. If the client does not respond on time, the Company's personnel in charge will be entitled to access the accommodation. Returning the keys is mandatory according to the procedures that will be communicated at the check-in and according to the availability of the Altido ItalySrl. personnel.

# **Security deposit**

When provided and explicitly indicated in the "Extra Fee" section of the accommodation detail page on the Site, when the keys are handed in, the Client pays the amount of the security deposit to the person in charge of the check-in. The security deposit required depends on the duration of the stay, the type of accommodation of particular value and/or the presence of animals. The security deposit will be fully returned to the Client at the end of the stay, after the termination of the contract. It remains understood that, in the event of damage caused by the Client to the accommodation, the Company will be entitled to withhold the security deposit. At all times, the Company is entitled to a compensation for any greater damage.

## Rerouting

If the Company – due to reasons beyond its control - is unable to admit the Client into the property, or ensure the stay as established in the booking confirmation, it reserves the right to offer the replacement of the accommodation with another of equal or higher quality. Such reasons are, for example, sudden plumbing problems, lack of cleaning by the company in charge, or any other reason that makes it impossible for the Client to stay in the accommodation having their safety ensured. If an accommodation of the same value as the one booked by the Client is not available, the Company will reserve the right to ask for an additional charge to the cost previously paid by the Client.

## **Accommodation Rules**

The Client undertakes to use the accommodation with care, keeping it clean, refraining from any activity that could cause any damage to it and/or any structure belonging to the property and/or its common parts and/or the goods inside. The Client undertakes not to disturb the residents of the property during his entire stay in the accommodation. It is forbidden to use the accommodation for illegal activities. It is forbidden to copy and/or hand in the keys of the Accommodation to third parties and/or to reveal any access codes to third parties. Losing or breaking the keys and/or the lock will entail the reimbursement of the cost of a new lock and 5 new sets of keys. The Client undertakes to observe, for the entire period of the stay, the ordinary precautions and safety measures aimed at preventing the entry of strangers into the Accommodation. It remains understood that in case of non-compliance with this obligation, the Client will be responsible for any damage caused to the Accommodation and/or to the goods inside. Unless the Company expressly provides a written authorization, it is forbidden to the Client to house animals of any species.

## No smoking

It is strictly forbidden to smoke inside the Accommodation. In case of any violation, a penalty fee will be charged as indicated in the annex to the Contract.

## Waste recycling

To reduce the environmental impact and comply with the existing regulations, the Client is obliged to carry out a correct separation of the waste following the indications of the Municipality to which the accommodation responds, or, where present, those inside the Accommodation. For stays from 1 up to 3 nights, the waste can be left inside the accommodation and will be disposed of by the cleaning

company. For stays of 4 nights or more, the Client will have to autonomously deal with the disposal of the waste in the appropriate building premises. For any doubts, the Client is asked to contact the receptionist who checked them in.

# **Reservations for monthly stays**

Any requests to book an accommodation for a period of time exceeding 30 days must be sent by filling in the appropriate form on the Site under the heading "Monthly stays". The Client will be contacted by the Company, which will send a quote and will make its personnel available for any free inspections in one or more apartments. The reservation will be concluded only when the Client will have signed the Rental Agreement. Before that date, no apartment will be blocked or optioned. Rates are non-refundable. At the time of booking, the client will be required to pay in advance the rent for the first month, the security deposit and the initial and final cleaning. The payment can be made by credit card or bank transfer.

# **Penalties & Liability**

In the event of a conduct contrary to the proper management of the property, the Client will have to pay the Company a penalty equal to 200% of the rent indicated in the contract recitals. The Company may also claim the security deposit, without prejudice to the right to compensation for any additional damage suffered. The Company shall never be held responsible for any theft suffered by the Client, whether they occurred by forced entry or tampering at the entrance or in any other way inside the Accommodation. The Client therefore undertakes not to leave their personal belongings unattended inside the Accommodation. The Company shall not be liable to the Client for any suspension and/or disruption of the supply of electricity and/or gas and/or water and/or Internet independent by the Company.

## Personal data processing

Any personal data collected and/or processed by ALTIDO Italy in providing the Services to the Guest will be processed in accordance with

ALTIDO's Privacy Policy available at

https://www.stayaltido.com/privacy-policy or such other website address as may be notified to the Guest from time to time, as such document may be amended from time to time by ALTIDO in its sole discretion.

Superhog's privacy and data protection policy is available at https://superhog.com/privacy-policydata-protection-policy/.

The Client authorizes the Company to disclose their personal data to third parties in connection with the lease obligations (Legislative Decree 196/2003). For <u>privacy</u>. Any disputes arising out of this assignment shall be subject to the exclusive jurisdiction of the Court of Milan.

### Schedule I

**Superhog Guest Agreement Bellow** 



### **SUPERHOG - Guest Agreement**

This Agreement is dated and arranged by SUPERHOG Ltd ("SUPERHOG") and governs the relationship between you ("Guest"), SUPERHOG and your Host in any Booking. You should read this Agreement carefully and only continue if you wish to be bound by the Agreement in its entirety.

#### 1. GUEST CONSENT

- 1.1 To protect the Host's interest in the Property, the Guest agrees to complete a Booking Validation. This may mean the Guest is required to verify their identity (ID) in advance of the Booking and if asked, the Guest agrees to submit a photographic ID.
- 1.2 The Host or SUPERHOG, acting as the Host's Agent, may pass the Guest's details to a third-party provider to carry out ID verification, and other checks.
- 1.3 No SUPERHOG guarantees will be active in relation to a Booking if the SUPERHOG Booking Validation has not been completed in advance of the Booking.

#### 2. PROPERTY DAMAGE

- 2.1 The Guest acknowledges that they are liable to pay for all Property Damage to, at or in the Property during their Booking which was directly or indirectly caused by their own action or inaction
- 2.2 If the Guest does not report Property Damage to the Host or SUPERHOG which can be demonstrated to have been caused during the Booking, then it will be assumed that the Property Damage was caused by the Guest and the Guest accepts liability for the damage.
- 2.3 The Guest agrees to compensate the Host for any fees or charges the Host might have to pay, including compensation to occupiers of neighbouring premises caused by the Guest's actions or failure to fulfil any of the obligations in this Agreement.

### 3. SECURITY DEPOSIT

- 3.1 Where the payment of a Security Deposit by the Guest is required for a Booking, the Guest agrees to provide details of a payment card which will remain valid until at least 30 days after the Booking has been completed.
- 3.2 If Property Damage has occurred, SUPERHOG has the right to draw against the payment card up to the Security Deposit amount for the Booking as part of compensation for damage that is payable to the Host. No further notice is required from SUPERHOG in order to draw on the payment card up to the Security Deposit amount, although SUPERHOG must in all cases retain appropriate evidence in relation to the Property Damage.
- 3.3 SUPERHOG's right to draw against the payment card will expire at the end of 14 days after the checkout time and date of the booking unless SUPERHOG have notified the Guest by this time of potential Property Damage which requires further investigation. As long as



- SUPERHOG have given such notice within this timeframe the right to draw against the payment card will extend until the end of any investigation.
- 3.4 SUPERHOG will give the Guest three working days written notice in advance of taking any payment in relation to Property Damage that is in excess of the Security Deposit amount.
- 3.5 Superhog may provide alternative Security Deposit options to applicable Guests.

#### 4. PROPERTY USE

- 4.1 The Property may only be used for purposes permitted by the Host.
- 4.2 Any appliance, fixtures and fittings must be operated in accordance with provided instructions and in a reasonable and careful manner.
- 4.3 There is a strict policy against Parties in or at the Property, unless pre-approved by the Host.

#### 5. GUEST OBLIGATIONS AND ACKNOWLEDGEMENTS

- 5.1 The Guest acknowledges that they are liable for all costs associated with damage to, at or in the Property during their Booking which was directly or indirectly caused by their own action or inaction.
- 5.2 The Guests acknowledges that they are liable for the full reservation amount owed to the Host and any cancellation or refund is subject to the Host's cancellation terms.
- 5.3 The Guest agrees not to make a Chargeback against the Host.
- 5.4 The Guest always agrees to use the Property only as permitted by the Host and always in a reasonable and responsible manner.
- 5.5 The Guest takes full responsibility for the behaviour of any person they have permitted to enter the Property.
- 5.6 The Guest agrees to act as soon as they become aware of any Property Damage or problem to minimise its effects and prevent it becoming worse or causing nuisance to the occupier of any neighbouring premises.
- 5.7 Wherever possible the Guest will take a photographic record of the property at the start and the end of the Booking and upload to SUPERHOG. If the Guest chooses not to do this the Guest acknowledges that it will be hard for them to prove that they did not cause the damage.
- 5.8 The Guest will take steps to ensure the security of the Property.
- 5.9 The Guest will take care to avoid blocking or causing damage to drains or sanitary appliances.
- 5.10 The Guest will keep the Property appropriately and safely ventilated to ensure that there is no build-up of damp or moisture or of cooking smells, smoke, or grease.
- 5.11 All obligations on the Guest in respect of the Property apply equally in relation to any building of which the Property forms part and in relation to any access, parking, or right of way associated with the Property.
- 5.12 The Guest acknowledges that the cost of Property Damage will be determined at SUPERHOG's sole discretion.

#### 6. AGREEMENT



- 6.1 The Agreement sets out the terms on which SUPERHOG provides services in respect of a Booking. By entering into the Agreement you also agree to our Website Terms and Privacy and Data Protection policy which you can find at www.superhog.com. It is important that you read the Agreement carefully as your continuation through the SUPERHOG process constitutes acceptance of these terms and the associated obligations.
- 6.2 To the extent this Agreement is signed by an agent or representative of a Guest, it is deemed to also bind the Guest, and that the Guest has expressly agreed to the terms in this Agreement.
- 6.3 You agree that SUPERHOG may pass on certain information to the Host in connection with the Booking if this is deemed relevant.
- 6.4 You agree that if you have caused Property Damage and not met your associated liabilities then your details may be held by SUPERHOG on a Watchlist.

#### 7. GENERAL

- 7.1 Any notices required under this agreement will be deemed if sent by email to the Guest, provided that no such notification of non-delivery is received, and the notice will be deemed served eight hours after sending of the email.
- 7.2 The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause.
- 7.3 This agreement is governed by and construed in accordance with the laws of England and Wales. The Host and Guest agree to submit to the exclusive jurisdiction of the English courts.