

# General Terms and Conditions of numa group GmbH and its subsidiaries

## Scope

These GTC apply to all contracts for the rental provision of apartments or rooms ("Unit") for accommodation, which are concluded between numa group GmbH or its respective domestic subsidiaries ((COSI Berlin Betriebsgesellschaft mbH, COSI Berlin Hackescher Markt GmbH, COSI Berlin Friedrichshain GmbH, COSI Berlin Friedrichshain Betriebsgesellschaft mbH, COSI München Giesing GmbH, COSI Betriebsgesellschaft mbH, numa technology GmbH, COSI Berlin Mitte GmbH, COSI Berlin Boxhagener Platz GmbH, COSI Munich Obersending GmbH, COSI Berlin Nord GmbH, COSI Berlin West GmbH, COSI Hamburg Mitte GmbH, COSI Hamburg Nord GmbH, COSI Hamburg Ost GmbH, COSI Hamburg Süd GmbH, COSI Hamburg West GmbH, COSI Köln Mitte GmbH, COSI Köln Nord GmbH, COSI Köln Ost GmbH, COSI Köln Süd GmbH, COSI Köln West GmbH, numa Netherlands B.V., numa stays UK Ltd, numa Oxford Ltd, COSI AUT-W Stiebergasse 3 GmbH, COSI AUT-W Gumpendorfer Straße 60 GmbH, COSI AUT-W Obere Donaustraße 19 GmbH, COSI AUT-W Mariahilfer Gürtel 33 GmbH, NUMA AUT-W Betriebsgesellschaft mbH, ARJONA Corporate Services S.L., COSI Madrid Las Cortes S.L.U., Retro Barcelona S.L., COSI Madrid Center S.L.U., COSI Barcelona North S.L.U., COSI Barcelona South S.L.U., Friendly Rentals S.L., numa Prague s.r.o., NUMA PARIS NORD S.A.S., NUMA PARIS SUD S.A.S., Numa Belgium Central SRL, Numa Belgium North SRL, COSI Roma North S.r.l., COSI Roma South S.r.l., NUMA Roma East S.r.l., NUMA Roma West S.r.l., numa Lisbon North unipessoal Lda, numa Lisbon South unipessoal Lda, numa Zurich GmbH, numa Oslo AS)("numa") and a customer ("Guest") (together "Parties"), as well as to all further services and deliveries provided by numa ("Accommodation Contract"), unless the Parties have reached an individual agreement.

Any existing general terms and conditions of the guest shall not be recognized and shall only apply in those cases in which this has been previously expressly agreed between the parties.

## 1 Conclusion of contract

1. Contractual partners are numa and the guest. By making a reservation, the guest offers the conclusion of an accommodation contract. If the requested unit is available, the guest receives a reservation confirmation from numa. With the acceptance of the reservation by numa, an accommodation contract between numa and the guest is concluded. numa is free to confirm the respective booking in text form. numa can reject the conclusion of an accommodation contract at its own discretion.
2. If a third party has ordered for the guest, he is liable to numa together with the guest as joint and several debtor for all obligations arising from the accommodation agreement, provided numa has a corresponding declaration from the third party. The third party is thereby included in the scope of these terms and conditions.
3. The minimum booking age of a guest is 18 years. Minors are not allowed to stay in a unit without an adult guardian.

## 2 Reservations

1. With the reservation request and its acceptance by numa, the guest does not acquire any claim to the provision of certain units within the accommodation, unless this was expressly agreed in text form within the framework of the accommodation

contract.

2. Sub-width offers of numa regarding available units are subject to change and non-binding.

3. The guest has no right to claim the accommodation service to be fulfilled in a certain unit. numa reserves the right to set industry-standard restrictions such as, among others, minimum stays and booking guarantees or to require deposits for certain booking dates.

### **3 Cancellation policies**

1. A guaranteed reservation can be cancelled by the guest free of charge according to the cancellation conditions stated by numa, indicating the reservation number, unless the guest has chosen a booking without cancellation option. A guaranteed reservation exists when the payment of the guest has been received by numa on the account. Cancellation in this case means that the room is no longer reserved by the Guest and the Guest will receive a refund of the amount of money already paid. A claim of the guest for reimbursement of the already paid amount of money consequently expires, if he has not made a cancellation of the reservation until the date agreed with numa and shown in the booking.

2. This means that after expiry of the cancellation deadlines, a cancellation by the guest does not result in any repayment obligation towards the guest. numa retains the claim to the agreed remuneration - despite non-utilization of the service - minus any saved expenses.

3. numa also retains the right to the agreed remuneration in the event of a no-show of the guest or if the guest leaves at an earlier time than agreed. In case of No Show in the case of a reservation guaranteed for several days, numa not only retains the claim to the agreed remuneration, but also reserves the right to release the room for all subsequent nights from including the second night.

4. A guest who has already checked into the room on the day of arrival also loses the right to cancel free of charge at the time of check-in. After the check-in has been carried out, the guest's right to a refund of the amount already paid in the event of a cancellation by the guest carried out thereafter shall also be forfeited.

5. Simple reservations, i.e. reservations for which the payment by the guest has not yet been received by numa, are effective until 1:00 p.m. of the day of arrival. After 1.00 p.m. the reservation of the guest expires automatically and free of charge. numa is entitled to rent the reserved unit to another party from this time on.

6. For simple reservations received after 1:00 p.m. on the day of arrival, the guest has one hour to make payment to numa as laid out in § 5.

7. Unless otherwise agreed between numa and the guest in the accommodation contract, in case of a booking of five or more units ("group booking"), a cancellation by the guest is possible up to eight weeks before arrival. If the guest cancels the accommodation contract up to four weeks before arrival, numa is entitled to charge 50% of all reserved services. If the guest cancels later than four weeks before arrival, numa is entitled to charge 100 % of all reserved services.

8. In the case of bookings that are not made via numa's website, but via a third-party provider, a cancellation by the guest can only be made according to the conditions agreed between the guest and this third-party provider. Also, any agreed refund in the event of a cancellation will be made by the third-party provider and not by numa.

### **4 Prices for overnight stay and other prices**

1. The prices shown by numa at the time of the conclusion of the contract shall apply. The applicable prices are gross total prices and include all statutory taxes, fees and charges. Not included and charged separately are local taxes, which are owed by the guest according to the respective applicable law, such as visitor's tax.
2. In the event of changes to tax, fee and levy rates, as well as the effective levying of new taxes, fees and levies previously unknown to the parties at the time of conclusion of the contract, numa reserves the right to adjust the prices accordingly. In the case of contracts with consumers, this only applies if the period between conclusion of the contract (booking confirmation) and contract adjustment exceeds four months.
3. numa can give its consent to a subsequent reduction requested by the guest in the number of units booked, the service provided by numa or the length of stay of the guest dependent on the fact that the daily price increases due to the shorter rental period or the lower rental volume for the individual units and/or for the other services provided by numa.

## **5 Terms of payment**

The price of the entire booked accommodation service must always be paid by the guest in advance. If the guest is not the same as the person making the booking, the rules in section 5 of these terms and conditions also apply to the person making the booking.

A set-off by the guest is excluded, unless the set-off concerns an undisputed or legally established claim.

Valid means of payment are Mastercard, Visa card, American Express, Paypal, Apple pay, Google pay, Klarna. Cash payments are excluded.

The reference date for payments in foreign currencies is the date of receipt of payment by numa. In the event of a refund by numa, this reference day is also used as a basis. Exchange rate fluctuations, where the foreign currency is worth less on the day of reimbursement, are at the expense of the guest. Exchange rate fluctuations where the foreign currency is worth more on the day of the refund shall be for the benefit of the guest.

For subsequently incurred fees due to used additional services or violations of the General Terms and Conditions, in particular incurred contractual penalties, numa reserves the right to debit the deposited means of payment with the outstanding amounts.

Invoices from numa without due date are payable immediately upon receipt of the invoice without deduction.

numa is entitled to make accrued claims due at any time and to demand immediate payment. In case of default of payment, numa is entitled to demand the respectively applicable statutory default interest in the amount of currently 9% or, in case of legal transactions involving a consumer, in the amount of 5% above the base interest rate. numa reserves the right to prove higher damages.

## **6 Possible uses of booked units**

1. A reserved unit is available to the guest from 3:00 pm on the day of arrival and until 11:00 am on the day of departure. The guest has no right to an earlier provision on the day of arrival or a longer provision on the day of departure.
2. Unless otherwise agreed, on the agreed departure day, any keys and, if applicable, code cards provided are to be handed over to numa or a third party named by the accommodation company, or, if agreed, left in the unit. If a key or code

card handed over is lost or not handed over on departure, this will be charged with a fee of 40.00 EUR. numa remains entitled to demand compensation from the guest for any damage caused by this, as far as this exceeds the sum of 40.00 EUR. This includes the costs for the exchange of the affected locking system, as far as this is necessary for security reasons. Any further compensation due to increased cleaning costs and possible loss of revenue resulting from the impossibility of renting out the unit is expressly reserved.

3. Upon request and depending on availability, a later departure ("Late Check-out") can be agreed with numa in advance. If numa agrees to a late check-out, numa is entitled to charge 10.00 EUR per started hour for the additional use of the unit. For departures that take place after 2:00 p.m., the full current daily rate (according to numa's homepage) of the unit will be charged. There is no contractual claim to a late check-out.

4. If a guest does not vacate the unit by 11.00 a.m. at the latest, numa may charge 50% of the full current daily rate (according to numa's homepage) due to the late vacating of the unit for its use exceeding the contract until 2.00 p.m., afterwards 100%.

5. Upon request and depending on availability, an earlier arrival ("Early Check-In") can be agreed with numa in advance. If numa agrees to an Early Check-In, numa is entitled to charge 10.00 EUR per started hour for the additional use of the unit. A contractual claim to an Early Check-In does not exist.

## **7 Resale**

1. The resale/rental and/or rebrokering of booked units is explicitly prohibited. In particular, the resale of units and/or unit contingents to third parties at higher prices than the actual unit prices is not permitted. The assignment or sale of the claim against numa is also not permitted. numa is entitled to cancel the booking in these cases, especially if the guest has made untrue statements about the type of booking or payment to the third party during the assignment/sale. In the listed cases, the guest is not entitled to a refund of the amounts already paid.

2. Also, the subletting of the leased unit, its use for other than accommodation purposes as well as the use of areas outside the leased premises for advertising measures, job interviews, sales and similar events require the prior express consent of numa in text form. § 540 para. 1 sentence 2 of the German Civil Code (BGB) does not apply if the customer is not a consumer.

3. Use of the unit for any purpose other than accommodation, in particular commercial use by the guest, is expressly prohibited. In case of violation numa reserves the right to terminate the contract immediately. Costs incurred by numa due to the commercial activity of the guest must be paid by the guest.

## **8 Liability of numa**

1. numa is liable for damages resulting from injury to life, body or health for which numa is responsible. Furthermore, numa is liable for other damages, which are based on an intentional or grossly negligent breach of duty by numa. For simple negligence, numa is only liable and limited to the contract-typical foreseeable damage and only insofar as an obligation is violated, the fulfillment of which is only made possible by the proper implementation of the accommodation contract and on the compliance with which the guest may regularly rely ("cardinal obligation"). A breach of duty by numa is equal to that of the legal representatives, employees or vicarious agents used by numa. Further claims for damages against numa are

excluded, unless otherwise regulated in these GTC.

2. If disruptions or deficiencies occur in the services of numa, numa will endeavor to remedy the situation upon knowledge or upon immediate complaint by the guest. The guest is obligated to contribute what is reasonable to him in order to remedy the disturbance and to keep any possible damage to a minimum. In addition, the guest is obligated to inform numa in due time about the possibility of an exceptionally high damage.

3. For items brought in by the guest, numa is liable according to the legal provisions. The claim against numa expires if the guest does not notify numa immediately after becoming aware of the loss, destruction, or damage of the brought-in item. This does not apply if the delayed notification has no effect on the clarification of the facts. If the guest brings money, securities and valuables with a value of more than EUR 800 into the unit, numa's liability is limited to the aforementioned amount. If the guest brings other things, which are not to be regarded as money, securities or valuables, with a value of more than EUR 3,500.00 into the unit, then the liability is limited to the hundredfold of the price of the booked unit for one day, but not more than EUR 3,500.00. Any damages exceeding the liability limits must be borne by the guest himself. If the guest has not kept the money, security, valuables or other item in the locked room safe, numa cannot be held liable.

4. If a parking space is made available to the guest, even for a fee, this does not constitute a custody agreement. There is no obligation on the part of numa to monitor the parking space. In case of loss of or damage to motor vehicles or bicycles parked or maneuvered on the property or their contents, numa is only liable in case of its own intent or gross negligence. 5. The guest is obliged to report any damage immediately, in any case before leaving the parking facility. numa is not liable for damage for which other guests or other third parties are solely responsible.

5. All claims against numa are generally subject to a limitation period of one year from the statutory commencement of the limitation period. This does not apply to claims for damages or other claims from injury to life, body or health and/or due to a grossly negligent or intentional breach of duty by numa as well as in the case of breaches of a cardinal obligation.

6. numa does not assume any liability for lost property. Excluded from this is the liability due to intentional or grossly negligent breach of duty by numa. Lost property will only be returned upon request, against payment and for a handling fee of EUR 10,00. The accommodation company undertakes to keep the lost property for a period of six months.

7. Items left behind by the guest will only be forwarded to the guest upon request and at the risk and expense of the guest. numa shall store the items for a period of up to six months and shall charge a reasonable fee for this, which is based on the time and effort required for storage. After expiry of the storage period, the items will be handed over to the local lost and found office, if there is a recognizable value.

8. §§ 536, 536a BGB (German Civil Code) do not apply. numa is not liable for theft and damage of clothes as well as objects brought along by the customer and his companions.

9. Likewise, numa assumes no responsibility or liability for damage, theft or loss of items stored, deposited or left in the luggage lockers, washing machines or other publicly accessible or common areas.

## **9 Customer data and Digital Check-in**

To ensure the communication with the guest, numa obligatorily collects the email address as well as the telephone number. To verify the identity of the guest and to comply with the legal obligations of numa, numa is entitled to digitally request the following valid identification document (for domestic guests an identity card or passport; for foreign guests the passport) and valid credit card data at check-in. This applies to a booking where two or more guests are accommodated in one room, for each guest individually.

If the identity of a guest cannot be clarified beyond doubt due to missing or false documents or willful manipulation during the digital check-in, numa is entitled to cancel the booking and to deny the guest access to the object.

To avoid harmful bookings, numa uses software solutions that determine a so-called "fraud prevention score" for each guest on the basis of the requested data (email address, home address, telephone number, credit card, etc.) and detect harmful bookings. Should the software detect such a booking, numa reserves the right to cancel the booking.

Unregistered visitors or guests are not allowed in the accommodations. Only the guest(s) indicated in the reservation are allowed to enter the hotel unit at any time during their booking. In case of including an extra guest(s) in the booking or having visitors, an additional guest surcharge, depending on the daily rate, will be charged. numa reserves the right to evict the guest if the guest(s) do not inform about visitors and pay the surcharge fee.

#### **10 Termination of the accommodation contract**

1. numa is entitled to terminate the accommodation contract for good cause.
2. An important reason exists in particular if (i) force majeure or other circumstances for which numa is not responsible make the fulfilment of the accommodation contract impossible, (ii) units are culpably booked with misleading or false information or concealment of essential facts; essential may be, but not exclusively; the identity of the guest, the ability to pay or the purpose of the stay, (iii) numa has reasonable grounds to assume that the use of the service can endanger the smooth business operations, the security or the reputation of numa and its locations in the public, without this being attributable to the control or organisational area of numa. (iv) the purpose or the reason for the stay is unlawful; or (v) in case of a resale/rental and/or rebrokerage. (vi) An important reason also exists if the Guest otherwise violates the General Terms and Conditions.
3. For the rest, numa is entitled to withdraw from the accommodation contract, if it was agreed in text form that the guest can withdraw from the accommodation contract free of charge within a certain period of time.
4. numa must inform the guest immediately about the exercise of the right of cancellation.
5. If numa terminates the contract due to a circumstance for which the guest is responsible or due to an important reason in the sense of these General Terms and Conditions, numa is also entitled to cancel or reject future bookings of the guest. This also applies if these bookings have already been confirmed by numa.
6. In case of justified ordinary or extraordinary termination on the part of numa, the guest has no claim for damages against numa.

#### **11 Vouchers**

1. A voucher purchased from numa can only be redeemed for numa services. If residual credits remain after payments with the voucher, these remain and can be

used for further bookings. Vouchers cannot be returned; they are not resalable or transferable and are not redeemable for cash. The purchaser of the voucher is responsible for providing the correct data (especially e-mail address) to which the voucher and the invoice should be sent.

2. Cancellation policy: Declarations regarding vouchers can be revoked within 14 days without giving reasons in any form (letter, fax, e-mail) or, if the voucher is provided before the deadline, also by returning the voucher. The period begins after receipt of this instruction in text form, but not before receipt of the voucher by the recipient. To comply with the revocation period, it is sufficient to send the revocation or the voucher in time. The revocation is to be sent to numa GmbH, keyword: voucher; by e-mail: [booking@numastays.com](mailto:booking@numastays.com).

## **12 Smoking ban in the unit**

1. The units are non-smoking units. It is therefore prohibited to smoke in the common areas as well as in the guest units and balcony and/or terrace areas. The smoking ban applies to all product groups and thus includes, in addition to cigarettes and joints, cigars, e-cigarettes, hookahs, herbal cigarettes as well as Iqos, vaporizers and similar devices.

2. The violation of the general smoking ban represents a use contrary to the contract and will be punished by numa with a contractual penalty in the amount of EUR 150,00. Any further damages due to increased cleaning costs and possible loss of sales resulting from the impossibility of renting out the unit are expressly reserved.

3. There are networked smoke detectors in the building, which are directly connected to the control center of the fire department ("fire alarm system"). For the intentional or negligent triggering of the fire alarm system (for example, due to violation of the smoking ban), the guest is fully liable, at least in the amount of the actual costs incurred (for example, deployment costs of the fire department).

## **13 Rest periods and prohibition of celebrations**

1. Noise in the booked unit, the jointly used premises as well as on the surrounding grounds is to be avoided. The night's rest from 10 p.m. to 6 a.m. must be observed ("quiet hours").

2. Holding loud events with several people ("parties") is not allowed in the units.

3. The violation of the quiet times and the holding of parties represents a use contrary to the contract and will be punished by numa with a contractual penalty in the amount of EUR 250,00. Any further damages due to increased cleaning costs and possible loss of sales resulting from the impossibility to rent out the unit are expressly reserved.

## **14 Damage or theft**

1. The guest must treat the unit with care and in particular avoid rough soiling. Coarse soiling is such soiling that goes beyond normal use. If such coarse soiling occurs during the stay of the guest, or if it still exists after his departure, numa has the right to charge the guest an additional cleaning fee of at least EUR 50.00 (depending on the condition of the unit). numa expressly reserves the right to claim further damages due to increased cleaning costs and possible loss of revenue resulting from the fact that the unit cannot be rented out.

2. In case of damage that exceeds the usual use or theft, numa has the right to charge the guest for the damage as well as the separate expenses for the elimination of the damage, including possible loss of revenue from a rental of the unit that is not possible due to this. Even slight negligence shall justify the guest's obligation to pay

compensation.

3. The same applies to damages caused by third parties, as far as they are on the premises of numa at the instigation of the guest.

4. The intentional damage of inventory, pieces of furniture or the unit itself represents, in addition to numa's claim for damages, a use contrary to the contract and will therefore be punished with a contractual penalty in the amount of EUR 150.00 per damage case. This also applies to the removal of inventory or pieces of furniture or disturbance of technical installations, especially the smoke detectors. The right is expressly reserved to claim further damages due to any loss of revenue resulting from the impossibility of renting out the unit.

## **15 Pets**

1. Bringing a pet into the unit is generally not allowed. Exceptions are always guide dogs, deaf dogs and other comparable service dogs. These may be brought along free of charge and at any time against proof. From the aforementioned principle numa is entitled to make further exceptions. This will be regulated accordingly in the accommodation contract. The guest has no claim for an exception.

2. If the guest brings a pet into a unit without permission, a flat rate of EUR 150.00 will be charged for a special cleaning fee on the part of numa. Numa expressly reserves the right to claim further damages due to increased cleaning costs and possible loss of revenue due to the fact that the unit cannot be rented out as a result.

## **16 Maintenance**

The guest is obligated to treat the provided unit, the furnishings as well as the rooms, facilities and equipment intended for common use with care and to ensure proper ventilation and heating.

The guest also undertakes to check the equipment for completeness and fitness for use when moving into the unit and to report any complaints to the accommodation provider without delay.

The guest is liable for all damage to the rented unit, the furnishings and the rooms, facilities and equipment intended for common use, which he or his visitors have culpably caused through use contrary to the contract and which is not due to normal wear and tear. The guest must notify numa immediately of any damage to the rented unit.

The rented unit is cleaned on a weekly basis by numa. The guest is obliged to grant access to the unit after notification from numa to the service provider commissioned by numa for this purpose. If the cleaning, which is obligatory at a weekly interval, is refused by the guest after such notification from numa, the guest has to pay a fee of EUR 150.00 to numa. The same applies to any obstruction during the weekly cleaning. Any further compensation for damages due to increased cleaning costs and possible loss of revenue resulting from the fact that the unit cannot be rented out is expressly reserved.

Video surveillance of the service providers commissioned by numa by the guest is expressly prohibited. An infringement against this is additionally considered as an obstruction of the access of the unit for the commissioned service provider and thus has a fee in the amount of EUR 150.00 as a consequence. The right is expressly reserved to claim further damages due to any loss of sales resulting from the unit not being able to be rented out as a result.

Guests who officially register as living in the unit provided by numa due to a longer stay at the registration office have the obligation to also deregister at the registration

office upon departure. A violation of this obligation and the resulting additional workload of numa due to official inquiries will be considered as an obstruction of the operational procedure and will result in a fee of EUR 150,00. Numa expressly reserves the right to claim damages in excess of this amount.

numa at irregular intervals has to carry out routine maintenance of all physical assets and units to ensure they are in good condition and continue to function optimally and safely. This policy applies to all the physical assets of the hotel, including regular checks of electrical systems, plumbing, heating and cooling systems, elevators, and other equipment in the unit. The guest is obliged to grant access to the unit to the service provider or maintenance team commissioned by numa for this purpose when notified. Maintenance activities will be scheduled on a regular basis, and the frequency of maintenance will depend on the type of asset and its usage in accordance with manufacturer recommendations and industry best practices. If the maintenance, which is obligatory at certain intervals, is refused by the guest, the guest has to pay a fee of EUR 150.00 to numa. Any further compensation for damages due to increased maintenance costs and possible loss of revenue resulting from the fact that the unit cannot be rented out is expressly reserved.

### **17 Group bookings / contingent contracts / event times**

1. For group bookings of more than five units and contingent contracts, separate payment and cancellation conditions apply, which are specified in the respective contracts.
2. For bookings during event and trade fair times, different cancellation periods apply. These are shown in the booking process and on the booking confirmation.

### **18 Internet usage**

1. numa provides the guest with Internet access within the framework of the existing technical and operational possibilities. Disruptions, for example due to force majeure, maintenance measures or similar cannot be excluded.
2. The guest may not misuse the Internet connection. Misuse shall be deemed to exist in particular in the following cases: Download and distribution of copyrighted content via peer-to-peer sharing platforms, illegal streaming offers as well as the posting, retrieval or transmission of content relevant under criminal law (in particular §§ 130, 130a, 131 and 184 StGB). The guest is obligated to observe the copyrights, patent rights, name rights, trademark rights and personal rights of third parties during use. The guest indemnifies numa on first request from all claims and claims for damages of third parties as well as from the costs of legal defense in an appropriate amount, which have been caused by an illegal use of the provided Internet connection by the guest or by third parties with the knowledge of the guest. This claim for indemnification covers in particular claims arising from the infringement of copyrights, patent rights, rights to a name, trademark rights and personal rights as well as violations of data protection law.
3. The guest is prohibited from passing on the access data for the Internet connection to third parties. In case of violation, the guest is liable for all damages caused by the disclosure of the access data to numa.
4. In addition, numa reserves the right to block the guest's Internet connection in case of legal violations.

### **19 Data Protection**

numa's privacy policy can be found at <https://www.numastays.com/de/privacy>.

## **20 Final provisions**

1. The equipment of the unit and the respective service offer on-site correspond to a certain standard and may deviate from the country-specific criteria of the respective star category.
2. Changes and additions as well as the cancellation of the accommodation contract, the acceptance of the application or these General Terms and Conditions must be made in writing. This also applies to the cancellation of this written form clause. Unilateral changes or additions by the guest are invalid.
3. The place of performance and payment shall be the registered office of the respective accommodation facility.
4. The exclusive place of jurisdiction for commercial transactions shall be Berlin. If a contractual partner fulfills the requirements of § 38 para. 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Berlin.
5. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and collision law is excluded.
6. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.
7. The accommodation provider is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.