

FORENOM

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1. CONTRACT

- 1.1 Scope of Application, Contracting Parties and Customer

These terms and conditions apply to contracts between Majoitusspavelu Forenom Oy or its wholly or partly owned companies (hereinafter Forenom) and the Customer and to the reservation of accommodation services or other accommodation related services by the Customer from Forenom, and the provision of such services by Forenom to the Customer.

Contracting parties, the Customer and Forenom, have agreed on the provision of the services mentioned above. In addition, the terms and conditions applicable to each category of accommodation and in effect at the time of reservation shall apply to the reservation and provision of services.

Guest refers to the Customer personally, or a natural person in the Customer's interest group, or otherwise specified by the Customer. The guest is entitled to use the Accommodation Unit managed by Forenom and the services ordered by the Customer from Forenom in accordance with the Accommodation Contract, these general terms and conditions, the terms and conditions applicable to the specific category of accommodation, and the legislation of the country in question.

- 1.2 Customer's liability and duty to inform the Customer of the content of the Accommodation Contract

Regardless of who uses the accommodation services, the Customer is liable for the fulfillment of all contractual obligations. The Customer is required to make sure that the guest using the accommodation services is informed of all the rules, regulations and obligations governing the use of the accommodation unit. Ultimately the person who signs the Accommodation Contract is liable for the contractual obligations.

Before the contract period begins, and whenever the person or persons using the accommodation service changes, the Customer is required to immediately provide his or her personal and contact information such as social security numbers and telephone numbers to Forenom in writing.

- 1.3 Contract Period

A reservation made by the Customer is binding on both parties after the Customer has confirmed the reservation and paid the deposit specified in section

Before the reservation becomes binding on both parties, the Customer's confirmation notwithstanding, Forenom may ask the Customer to pay a reservation fee or make an advance payment, or to sign the Accommodation Contract. No interest is paid on the reservation fee or advance payment. The Accommodation Contract is effective until further notice, or for a fixed period.

An open-ended contract is effective until either party terminates it; however, the minimum charge is for a period equaling twice the selected notice period. Notice period is 7 days, 14 days, 30 days, one calendar month or two calendar months. Notice of termination must be given in writing. When the notice period has been set in months, it starts running from the last day of the month during which the notice of termination has been notified to the other contracting party, whereas when the notice period has been set in days, it starts running immediately.

Forenom is entitled to unilaterally prolong the accommodation contract until the Customer has fulfilled all its contractual obligations and Forenom shall invoice the Customer for the prolonged accommodation period in accordance with pricing principles set forth in the accommodation contract. Forenom is also entitled to invoice Customer for any and all costs arising from the Customer's non-compliance with its contractual obligations.

2. PAYMENTS

- 2.1 Liability
After a binding contract has been signed, the Customer is obliged to pay the fees specified in the Accommodation Contract under the payment terms of the Accommodation Contract no later than on the due date. Otherwise, liabilities should be met as provided for in section 1.2 of these terms.

- 2.2 Deposit

When the Customer makes a reservation, Forenom charges a deposit, the amount of which depends on the customer, the accommodation unit and the contract. Alternatively, Forenom may charge a reservation fee, which will serve as a deposit. The deposit will be refunded once all contractual obligations have been fulfilled, any damage repaired or compensated for, final cleaning has been completed and keys have been returned.

Once these obligations have been fulfilled and the Customer has provided their banking details to Forenom, the deposit will be refunded, within two weeks from the termination of the contract, into the Customer's bank account. No interest is paid on the deposit. Forenom is entitled to use the deposit to fully or partly cover the Customer's payment obligations, to repair any damage in the accommodation unit, for cleaning up, the removal of items or other similar expenses, and the related administrative expenses.

- 2.3 Late payment

Forenom is entitled to charge a 16 per cent penalty interest for late payments, starting from the due date. For consumer customers, the Interest Act determines the penalty interest. A handling fee of EUR 5 is charged for payment requests. In addition, Forenom has the right to charge reasonable collection costs for late payments. Payments made by the Customer will be used to pay off penalty interest first and the principal second.

If the Customer fails to pay the penalty interest, the sum will be deducted from the deposit. If the Customer fails to make overdue payments regardless of payment requests, all other charges to be invoiced under the Accommodation Contract will fall due for payment immediately.

- 2.4 Price revision

After the Contract has been signed, Forenom is entitled to increase the price of the accommodation service on the following grounds:

- a. Legislative changes affecting the price of accommodation;
- b. Decisions of the authorities affecting the price of accommodation, and
- c. General cost level rise.

The Customer is informed of price revisions in writing. Prices revision takes effect on the first day of the next calendar month following the notice. The Customer is deemed to have been informed of price revisions within 7 days from the date on which the notice was sent to the address referred to in section 3.5.

3. ACCOMMODATION

- 3.1 Duty to notify

Upon arrival to collect the keys to the accommodation unit, the guest is required to provide the correct traveler information as prescribed by law, or any other personal information Forenom needs for its operations, if such information was not provided earlier. The guest must show proof of identity upon request.

If the guest refuses or fails to provide traveler or personal information, Forenom shall be entitled to not hand over the keys to the accommodation unit. However, the Customer will still be required to fulfill his or her contractual obligations.

- 3.2 Responsibilities when staying in the accommodation unit

The accommodation unit may be used for ordinary living and overnight accommodation. The unit or part thereof may not be handed over for use by others, unless this is agreed in writing with Forenom in advance.

- a. The guest is required to treat the unit and all property included in it with care, and to use the accommodation unit and property included in it for their customary purposes.
- b. Causing a disturbance in the accommodation unit or to anyone living in the vicinity is forbidden. While staying at the accommodation unit, guests are required to follow the house rules, rules and regulations issued by the authorities, and to abide by the legislation in force. The house rules for each accommodation unit are available at Forenom's offices and on the company website, and may be provided by customer service on request.
- c. Smoking, use of strong fragrances that may inconvenience the next occupant, use of intoxicants and any criminal activity is forbidden in the guest rooms and other guest facilities.
- d. Copying of the keys is not permitted.
- e. Pets are not allowed, except with Forenom's written consent provided in advance. In some units, pets are allowed if the guest pays a pet fee specified in the service price list.

Guests are also required to ensure that:

- the accommodation unit and shared guest facilities are clean and tidy

- any waste is disposed of in a timely manner and placed in the waste bins provided
- lights and electrical appliances and water taps are turned off before going out or going to bed
- doors are locked and windows are closed before going out
- keys or door codes are not handed over to third parties or misplaced
- no repairs or alterations are carried out in the accommodation unit

Failure to comply with these rules shall be deemed a breach of the accommodation contract, and the guest may be immediately removed from the unit. In such a case, the guest will not be entitled to demand a refund, compensation or discount on the contract price; instead, he or she will be liable to pay the remaining contractual payments.

- 3.3 Personal belongings

Forenom is not responsible for any belongings left in the accommodation unit or in shared facilities.

3.4 Forenom's right of access to the accommodation unit
Guests are required to let Forenom's representative in to check the condition of the accommodation unit and to supervise any care and maintenance work. If necessary, Forenom's representative or a third party, such as the owner of the apartment or an authorized representative, must be allowed access to the accommodation unit for inspection and marketing purposes without the guest's express consent. If the Customer has requested Forenom to deliver services that require a visit to the accommodation unit, it may not be possible to notify the guest in advance of the time of such a visit.

- 3.5 Notifications related to the Contract

When making a reservation, the Customer is required to provide an address for the delivery of any notifications concerning the contract. While the Accommodation Contract is in effect, Forenom may send the Customer and the guest staying at the accommodation unit customer service notifications, such as reminders of contractual deadlines, by e-mail and text message. The Customer may refuse the delivery of such notifications.

4. CUSTOMER'S LIABILITIES

- 4.1 Liability for damage, harm and disturbance
The Customer is liable to compensate Forenom in full for any damage caused by the Customer, the guest, or a person staying in or visiting the accommodation unit with their permission, whether such damage, harm or disturbance is caused intentionally, through negligence or lack of due care and attention, to the unit, the furnishings or other property included in the unit, other facilities available to the guest, or to third parties and their property.

Similarly, any misplaced property or expenses due to additional and unusual cleaning must be compensated for. If the pets kept in the unit cause any damage or disturbance, the Customer must pay compensation for such damage despite having paid the pet fee specified in section 3.2.

Limitation of liability

To limit his or her liability, the Customer can set a separate limit on his/her liability under the accommodation contract.

Such limitation of liability is subject to the Customer paying a related fee accordance with a separate agreement concluded between Forenom and the Customer, which agreement also sets out the Customer's maximum liability. The limitation of liability shall not, however, apply to the following:
– Damage to third persons or their property
– Damage caused by or caused to misplaced movable property
– Damage, harm or disturbance caused intentionally, through gross negligence or lack of due care and attention, or due to a material breach of the obligations related to the use of the accommodation unit

Release from liability

The Customer will be released from liability if the party causing the damage compensates Forenom in full.

Reporting damages

The Customer is required to inform Forenom immediately of any damage occurring within the accommodation unit. If the damage or defect is not limited to movable property, the maintenance company servicing the unit must also be notified thereof immediately. Failure to notify will result in liability for the damage in question.

- 4.2 Beyond normal consumption

The Customer has an obligation to compensate Forenom for any consumption of water, electricity, heating, or use of the Internet or other similar utilities considered beyond the normal expected use thereof. Consumption deemed normal is not materially different from standard household consumption. The Customer may be required to compensate Forenom for even minor deviations if these are deemed an attempt to obtain financial gain from unlimited use.

5. FORENOM'S LIABILITIES

- 5.1 Service provision

Forenom has a duty to ensure the availability of the reserved accommodation unit to the Customer at the agreed time. Forenom shall supply the accessories and additional services to the Customer as agreed. The Customer's decision not to use the ordered additional services shall not exempt him or her from paying for the services.

- 5.2 Provision of alternative accommodation

If, for some exceptional reason, Forenom is unable to provide the reserved accommodation unit, or alternative accommodation is necessary for another important

reason, Forenom is entitled to offer another, equivalent or very similar accommodation unit to the Customer without imposing any extra costs on the Customer.

- 5.3 Notices of defect and remedies

Any notices of defect or complaints regarding movable property in the accommodation unit or general facilities, or the condition of the unit, must be made in writing and without undue delay, but no later than within 24 hours of the start of the Accommodation Contract.

Defects will be remedied according to a schedule shown on Forenom's website. Forenom will not be required to compensate the Customer for late complaints or for a reasonable delay in meeting the schedule.

- 5.4 Liability for damage and limitation of liability

If the Customer's access to the accommodation unit is delayed due to an error by Forenom, or the standard of accommodation has materially deteriorated and the error has not been remedied within the specified time, the Customer is entitled to a refund. Forenom is not liable for indirect or consequential damage.

The Customer is not entitled to compensation if Forenom is able to prove that the error or delay was caused by force majeure as referred to in section 5.5, or a request or prohibition imposed by the authorities as referred to in section 5.6.

Forenom's liability is limited to the total amount of the Customer's payments at the time the error was observed.

- 5.5 Force majeure

The following are considered force majeure: water damage, accident, fire, strike, a natural catastrophe, an interruption in the energy supply, a power outage, water and sewage problems, heating problems, Internet connection interruptions, and repairs, servicing and other similar work performed by third parties. Force majeure affecting a partner of Forenom shall be deemed as releasing Forenom from liability.

- 5.6 Requests and prohibitions by the authorities

If Forenom fails to provide the Customer with confirmed accommodation or cancels the Accommodation Contract unilaterally due to a request or prohibition related to the Customer or guest and imposed by the authorities, Forenom will be entitled to charge the Customer a reasonable cancellation fee of at least EUR 250.

6. CANCELLATION OF THE ACCOMMODATION CONTRACT

- 6.1 Forenom's right to cancel the contract
Forenom is entitled to cancel the Accommodation Contract if it transpires that the Customer or guest is materially in breach of Contract. The Contract shall be terminated immediately upon notice of cancellation being given, or at a later time as indicated by Forenom. After its cancellation, this Contract shall be used for reference in calculating the grounds for compensation.

Forenom shall be entitled to cancel the contract with immediate effect on the following grounds:

- Non-payment
- The Customer or a third party that has agreed to pay the costs of accommodation is
- declared bankrupt or otherwise incapable of meeting its contractual obligations, or if
- the financial position of the Customer or third party has materially deteriorated
- The Customer refuses to pay the advance payment or additional deposit required by Forenom
- The access rights to the accommodation unit are handed over to a third party without Forenom's consent
- Causing a disturbance
- Damaging the accommodation unit or other facilities available to guests
- Failure to comply with the rules and regulations of the housing company and the authorities
- Engagement in criminal activity within the accommodation unit
- Use of the accommodation unit for purposes materially different from ordinary living and overnight stay, or continuously allowing outsiders not named as guests to enter the accommodation unit.

- 6.2 Customer's right to cancel the contract

The Customer is entitled to cancel the Accommodation Contract if Forenom is materially in breach of the contract. The contract shall be canceled in writing, with the parties jointly agreeing on the related cancellation practices. The Customer is entitled to cancel the Accommodation Contract if Forenom fails to remedy a defect or delay which is of material significance to the Customer. The contract shall be canceled in writing, with the parties jointly agreeing on the related cancellation practices.

7. PARTIAL INVALIDITY OR NULLITY OF THE CONTRACT

If, due to legislative changes, regulations imposed by the authorities, or other similar reasons part of the contract is or becomes partly invalid or null, the other parts of the contract shall continue to be in effect.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

Any disputes between the Contracting Parties arising from the Accommodation Contract, these terms and conditions or the terms and conditions applicable to each specific category of accommodation shall be governed by the laws of Finland.

Regardless of the nationality and legal position of the parties in the process, all disputes shall be resolved in the District Court of Helsinki.