

Welcome to stay easy at Forenom

General Terms and Conditions

forenom



Apartments,
Hostels and
Aparthotels.

stay easy

FORENOM GENERAL TERMS AND CONDITIONS

1. General

These Forenom general terms and conditions (the **T&Cs**) set out the terms and conditions on which Forenom Oy (Finnish business identity code: 1633241-3) and each of its subsidiaries (**Forenom**) offer accommodation, Digital Services (as defined below), and other services (together the **Services**). These T&Cs also contain information for consumer customers concerning distance selling.

In these T&Cs: **Customer** means the person (individual or legal entity) that enters into Contract with Forenom; **Guest** means the person who utilizes the Services (for example the Customer's employee) and has been notified as a Guest to Forenom; **Reservation** means the reservation of Services by the Customer; **Unit** means the apartment, room, or other accommodation unit offered by Forenom for accommodation purposes, including also related common facilities.

2. Contract and contract period

The contract between the Customer and Forenom concerning Services (the **Contract**) must be in written form. If no other express written agreement is concluded between Forenom and the Customer, the email-confirmation (also including its appendices and other documents referred to in it) sent by Forenom to the Customer (the **Reservation Confirmation**) shall be considered to constitute the Contract, and it shall be valid and binding until the parties have duly fulfilled their respective obligations pertaining to the Reservation.

These T&Cs and all Forenom's rules, practices, and policies applicable to the Unit (together the **Unit Specific Rules**), as amended and updated from time to time, shall be considered as an integral part of each Contract and shall apply to all Contracts, even in the absence of express reference. These T&Cs apply also to all use of Digital Services. The latest version of these T&Cs and Unit Specific Rules published on the Forenom website at the time of Reservation shall apply. In the event of any discrepancy between the Contract and these T&Cs, these T&Cs shall prevail. Forenom accepts no amendments to, or deviations from, these T&Cs unless such amendments or deviations have been expressly agreed in the Contract.

3. Guests and accommodation

If the Customer and the Guest are not the same person (for example, the Guest is an employee of the Customer), the Customer has an obligation to ensure that the Guest undertakes to comply with the Unit Specific Rules and all other obligations arising from the Contract and/or applicable laws, regulations, and authority decisions. Each Guest has an obligation to provide in writing his/her personal and contact details and proof of identity prior to entering the Unit. Forenom has the right to refuse access to the Unit if the requested information and documents are not provided by the Customer or the Guest.

The Unit may be used only for ordinary living and accommodation by the Guest(s). It is prohibited to allow any other persons to use the Unit or to accommodate therein. The Guest must treat the Unit and

related property with due care and avoid causing any damage or disturbance. It is prohibited to: i) smoke; ii) use strong fragrances; iii) use intoxicants; iv) offer sex services; v) conduct any criminal activity and/or vi) have pets in the Unit. Pets are permitted in some Units with a separate written consent of Forenom and subject to applicable fees.

Guests are also required to ensure that: i) the Unit and shared facilities are clean and tidy; ii) any waste is disposed of in a timely manner and placed in the waste bins; iii) lights, electrical appliances, and water taps are turned off before going out or going to bed; iv) doors are locked, and windows are closed before going out; v) keys and/or door codes are not copied, shared, or handed over to third parties; and vi) no repairs or alterations are carried out in the Unit.

The Customer and the Guest have an obligation to notify Forenom immediately of any defect or damage in the Unit. In case of emergency situations, the authorities and/or the maintenance company must also be immediately notified. The Customer shall have no right to compensation for defects that have not been duly notified. Failure to notify damages may also result in liability for damages that could have been avoided with due action.

Guests are required to let Forenom's representative in to check the condition of the Unit and to supervise any care and maintenance work. If necessary, Forenom's representative or a third party, such as the owner of the Unit or an authorized representative, must be allowed access to the 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 Unit, it may not be possible to notify the Guest in advance of the time of such a visit.

Failure to comply with these rules is a breach of the Contract, and Forenom may refuse the Guest from accessing the Unit (without the right to any refund or other compensation).

4. Reservations and Accommodation Periods

The Reservations enter into force when confirmed by Forenom with a Reservation Confirmation. The Customer has a right to obtain accommodation subject to a Reservation from the first day of the accommodation period stated in the Reservation Confirmation (the **Accommodation Period**) until the last day of the Accommodation Period, provided always that the Customer has made full and timely payments for the Reservation. Forenom shall have the right to deem the Reservation as terminated at any time and without the need for giving of notice if the Customer fails to make full and timely payment for any billing period stated in the Reservation Confirmation or for any other fees or charges. If the Reservation is terminated, Forenom shall have the right to immediately refuse the Guest from accessing the Unit.

The Customer may reserve the right to book the same Unit for additional Accommodation Period(s), subject to availability and

payment of a separate fee. For the avoidance of doubt, Section 8 shall also apply to situations where the Customer has paid the fee referred to above.

If Forenom agrees to accept an open-ended Reservation, it shall be effective until either party terminates it; however, the minimum charge is for a period equaling twice the selected notice period. The notice must be given in writing. If the notice period has been set in months, it starts running from the last day of the month during which the notice has been given. If the notice period has been set in days, it starts running immediately.

Forenom is entitled to invoice the Customer for any and all costs arising from the Customer's non-compliance with its contractual obligations. If the Unit cannot be used for ordinary business after the Reservation (stay) due to damage, unusual untidiness or other breach of Contract by the Guest or the Customer, Forenom shall have the right (in addition to other rights and remedies available) to invoice from the Customer a fee corresponding to regular daily price of the Unit multiplied by the number of days during which the Unit is not available for ordinary business.

5. Fees, payments, and deposits

The prices and terms of payment are set out in the Contract. Forenom offers 24/7 customer service, which may be subject to additional charges.

The pricing of the Services is based on the assumption that the Customer shall pay for the Services for the entire Accommodation Period. If the Reservation is terminated prior to the end of the Accommodation Period (i.e., the Customer does not pay for the entire Accommodation Period), Forenom shall invoice an early termination fee from the Customer (exceptions relating to flexible Reservations may apply). Further information on the early termination fee is available on the Reservation Confirmation and/or Forenom's website.

Penalty interest of 16 % p.a. starting from the due date shall apply to overdue payments, save for consumer customers, to whom the highest penalty interest rate permitted by law rate shall apply. Forenom has the right to charge reasonable collection costs for overdue payments. Partial payments shall be used to cover interest first and the principal second.

Forenom is entitled to increase price revisions on the following grounds: i) regulatory changes or authority decisions affecting the Services; and ii) general cost level increase. The Customer is informed of price revisions in writing. Price revision takes effect 14 days from the date on which the notice was sent to the Customer in accordance with these T&Cs.

Forenom has the right to correct any technical price errors at any point, even after sending the Reservation Confirmation (the price may never be below the normal rent level of a corresponding Unit).

Forenom has the right to require a deposit or reservation fee as security for the due and timely fulfillment of all obligations arising from or relating to the Contract. For the avoidance of doubt, the deposit may also be used to cover damages caused to the Unit, for cleaning fees, and other corresponding damages and expenses (including also administrative work) caused by the Customer and/or the Guest. The deposit (or the remaining part of it) shall be refunded in two weeks after all the aforementioned items have been covered. No interest shall be paid for the deposit.

6. Customer's obligations and liabilities

The Customer is liable to compensate Forenom in full for any damage caused to the Unit or related property by the Customer, the Guest, any pets, and/or any person(s) staying in or visiting the Unit with the permission of the Customer or the Guest. The liability to compensate for damages applies also to damages caused negligently. Any misplaced property and expenses arising from the Unit requiring unusual cleaning must be compensated for. The permission for pets (or the payment of any related fee) does not release the Customer from the obligation to compensate for damages caused by the pet(s).

Forenom may offer separate limitation of liability products for the Customers. Such limitations are subject to separate agreement and payment of related fees by the Customer. The limitation of liability shall not, however, apply to: i) damages to third parties and/or their property; ii) damages caused by or to misplaced movable property;

iii) damage, harm, or disturbance caused intentionally, through gross negligence or lack of due care and attention; or iv) any material breaches of the Contract.

The Customer has an obligation to compensate Forenom for any consumption of water, electricity, heating, internet broadband, or other similar utilities considered beyond the normal expected use thereof, i.e. beyond normal household consumption (any use of utilities for business purposes if prohibited).

If Forenom is unable to provide accommodation in accordance with the Reservation (or cancels a Reservation) due to justifiable cause attributable to the Customer or the Guest, Forenom shall have the right to charge the Customer a cancellation fee of at least EUR 250.

7. Forenom's obligations and liabilities

Forenom shall offer the Services specified in the Reservation Confirmation in accordance with the Contract and its standard business practices. If providing the reserved Unit turns out to be impossible or causes an unreasonable burden, Forenom has the right to provide the Services by offering another corresponding Unit. Forenom remedies notified defects in the Unit in accordance with its standard business practices.

If the Customer's access to the Unit is delayed due to an error by Forenom or the quality/standard of Unit has materially deteriorated and the error has not been remedied within a reasonable time, the Customer has a right to a full or partial refund corresponding to the defect. Forenom is not responsible for any belongings left in the Unit.

Unless expressly otherwise stipulated by mandatory consumer protection law or other mandatory law: i) Forenom shall not be liable for any indirect or consequential damage; and ii) the liability of Forenom shall not exceed the amount(s) paid by the Customer for the Services directly linked to the damage(s). Forenom shall have no liability for damages relating to a Force Majeure situation. The aggregate liability of Forenom under these T&Cs or in relation to the Services shall not, under any circumstances, exceed the lower of: i) EUR 5.000; and ii) the fees paid by the Customer for the Services during the three (3) months immediately preceding the first occurrence of the incident forming the basis for the claim(s).

8. Cancellations

Unless expressly otherwise agreed, all Contracts and Reservations are binding and may not be terminated or cancelled by the Customer. However, the Customer has a right to cancel the Contract if Forenom is materially in breach of the Contract and does not remedy the breach within a reasonable time.

Forenom shall have the right to cancel the Contract with immediate effect if the Customer (or the Guest) materially breaches the Contract or any obligations arising from the Contract. Forenom shall also have the right to cancel the Contract with immediate effect on the following grounds: i) non-payment of any fees, advance payments, or deposits payable to Forenom; ii) the Customer is or becomes insolvent or is at risk of becoming insolvent (at the reasonable discretion of Forenom); iii) any material breach of the Contract by the Customer or the Guest, for the avoidance of doubt including also these T&Cs and the Unit Specific Rules.

All cancellations must be notified in writing. The cancellation or other termination of the Contract shall not release the Customer from any obligations already accrued, including (but not limited to) payment obligations. All provisions of the Contract and these T&Cs which by their nature are intended to survive the termination (also including cancellation and expiration) shall survive termination.

9. Digital Services

The purpose of websites, extranets, webshops, and all other digital services provided by Forenom (the **Digital Services**) is to allow each individual user of the Digital Services (the **User**) to familiarize himself/herself with the Services; to purchase, reserve, and/or pay Services; to manage reservations; and to conduct other corresponding activities (the **Purpose**).

Forenom offers the Digital Services in accordance with its standard business practices and processes that may change from time to time. The Digital Services are offered on an as is basis without any express or implied warranties concerning the availability, characteristics, functionalities, or any other attributes pertaining to the Digital Services.

The Digital Services are proprietary and protected by the intellectual property rights of Forenom and certain third parties. The User is hereby granted a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the Forenom Digital Services for the Purpose in accordance with these T&Cs. Save for the right to use the Digital Services under these T&Cs, no right to the Digital Services or related intellectual property rights is granted, transferred, or created for the User.

The User shall have no right to use the Digital Services for any other purposes than the Purpose. Copying, redistribution, and/or transmitting of any of the Digital Services without prior written permission is expressly forbidden. The Customer has an obligation not to use the Digital Services in a manner that causes unnecessary burden or distraction for the Digital Services, or which is illegal or against generally accepted business practices.

10. Accounts for the Digital Services

The user account created for the User in connection with the first login is either a private account for private accommodation purposes (the **Private Account**) or a corporate account (the **Corporate Account**) for business travel relating to a certain legal entity that the User represents when using the Digital Services (the **Corporate Customer**).

The key differences between a Private Account and a Corporate Account are as follows: i) Corporate accounts can be maintained and controlled by a Corporate Customer; ii) reporting and payments can be organized centrally for Corporate Accounts; and iii) the details of purchases and reservations pertaining to a Corporate Account may be visible for other Users of the Corporate Customer. The Corporate Customer has an option to appoint certain users as **Administrator Users**, who have visibility to all past and present reservations made by Corporate Accounts linked to the respective Corporate Customer. It is forbidden to use a Corporate Account for private use, unless expressly otherwise agreed.

Each User of a Corporate Account has an obligation to ensure that he/she has all necessary authorization and permits for representing the Corporate Customer and for making commitments that are binding towards the Corporate Customer. If such authorization and permits do not exist, the User has personal liability for the transactions and reservations concluded using a Corporate Account.

The User may not disclose his/her login credentials to any third party. The User must immediately notify Forenom if he/she suspects that a third party has obtained access to the User's login credentials. The User is responsible for any use of the Digital Services under his/her login credentials until the User has notified Forenom in writing about the security incident.

11. Payment services and privacy

Forenom may use third-party payment services relating to the Digital Services. Forenom assumes no liability relating to third-party service providers unless such liability arises from mandatory provisions of law. Further information relating to payment services, payments service providers, and their terms and conditions can be found at Forenom.com.

The Customer confirms that he/she has received and accepted Forenom's Privacy Statement, which is available here (as amended from time to time). The Customer acknowledges and accepts that all reservations made with a Corporate Account may be visible also for other users (such as Administrator Users). If the cooperation between Forenom and the Customer entails processing of personal data, Forenom has right to require that the parties enter into separate data processing agreement using Forenom's standard practices and templates.

12. Other provisions

Forenom shall have no liability delay or non-performance caused by an impediment beyond its reasonable control, provided further that Forenom could not have reasonably foreseen such impediment when sending the Reservation Confirmation and that such impediment cannot be overcome or avoided with reasonable cost and effort (force majeure). The following incidents always constitute a force majeure: water damage, accident, fire, strike, natural catastrophe, interruption in energy supply, power outage, water or sewage problems, heating problems, pandemics, war, and restrictions relating to pandemics, authority decisions relating to the Unit, Internet

connection interruptions, and repairs, servicing and other similar work performed by third parties. Force majeure affecting a partner or subcontractor of Forenom shall release Forenom from liability.

If, due to legislative changes, regulations imposed by the authorities, or other reasons any provisions of the Contract is or becomes invalid or null, the other parts of the Contract shall continue to be in effect and the parties have an obligation to negotiate a solution that meets the original purpose and balance of obligations and liabilities between the parties.

When making a reservation, the Customer is required to provide an address for the delivery of any notifications concerning the Contract. While the Contract is in effect, Forenom may send the Customer and the Guest staying at the 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.

Unless expressly otherwise agreed or indicated by Forenom, the Accommodation Services are provided by – and the service provider party to the Contract is – the Forenom entity operating in the country where the Unit is located. The details of the relevant Forenom entity are set out in the Reservation Confirmation.

Forenom shall have the right to assign its rights and obligations under these T&Cs to any of its group companies or to a third party that acquires the relevant business pertaining to these T&Cs.

13. Choice of law and dispute resolution

The contractual relationship between the relevant Forenom entity and the Customer shall be subject to the laws and regulations applicable in the country where the Unit is located (or other Services provided), however excluding any choice of law principles or practices. Any dispute, controversy, or claim arising out of or relating to the Contract, or the breach, termination, or validity thereof, shall be subject to the sole and exclusive jurisdiction of public courts having jurisdiction in the country where the Unit is located. However, if the Customer is a consumer-customer, the provisions of mandatory law apply. Consumer customers may also have the right to make a complaint to the following public bodies:

Finland: the Consumer Disputes Board (in Finnish kuluttajariitalautakunta). For further information, see kuluttajariita.fi.

Sweden: The National Board for Consumer Disputes (in Swedish: Allmänna reklamationsnämnden (ARN)). For further information, see arn.se.

Norway: The Consumer Council (in Norwegian: Forbrukerrådet). For further information, see forbrukerradet.no.

Denmark: The Center for Complaint Resolution and the Consumer Complaints Board (in Danish: Klageløsning og Forbrugerklagenævnet). For further information, see naevneneshus.dk.

In case of cross-border situations within the European Economic Area, you may seek advice from the European Consumer Centres Network (see ecnnet.eu).

14. Information required by the consumer protection legislation

The Digital Services are provided by Forenom Oy (Business ID: 1633241-3). The postal and street address of Forenom is Firdonkatu 2 T 74, 00520 Helsinki. The telephone number and email address of Forenom can be found at forenom.com/customer-support/ and in the Reservation Confirmation pertaining to the purchase of Accommodation Services. The details of the relevant Forenom-entity offering the Accommodation Services are presented in connection with the sales process.

The right of withdrawal in e-commerce does not apply to Accommodation Services. Forenom has not undertaken to comply with any code of conduct, as defined in point (f) of Article 2 of Directive 2005/29/EC.