

## 1. GENERAL

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS AS THEY CONTAIN IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS. THESE TERMS INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AS WELL AS A CLAUSE THAT DETERMINES THE JURISDICTION AND AUTHORITIES ON MATTERS OF CONFLICT RESOLUTION, AS WELL AS THE APPLICABLE LEGISLATION. BY ACCESSING, READING OR USING THE MATERIALS OR SERVICES ACCESSIBLE ON OR VIA THE "WEBSITE" OR OTHER WEBPAGES OR APPLICATIONS, THE USER DECLARES THAT HE/SHE ACKNOWLEDGES AND ACCEPTS THESE **"TERMS AND CONDITIONS"** AS BEING **EQUIVALENT TO A SIGNED LEGALLY BINDING AND WRITTEN DOCUMENT.**

The use of any website owned by AZUR.SALE, of the Contents or Application, confers the status of User and implies full and unreserved acceptance, by the User, of the applicable Terms and Conditions each time the User accesses the Contents or Application.

AZUR.SALE reserves the right to modify these Terms and Conditions at any time. Any changes made to these Terms and Conditions that may affect the rights of the User will be communicated on the Website or Application. We suggest that you frequently review these Terms and Conditions, so as to be aware of their scope and of any changes that have been made. By accessing the Websites or Application owned by AZUR.SALE, following the publication of notice of such changes or updated versions, you agree to comply with the new terms. The User is aware that the access and use of the Website and/or the Contents is done under his/her sole and exclusive responsibility. Some services of the Website or the AZUR.SALE Application may be subject to specific conditions that, where appropriate, replace, complete and/or modify these Terms and Conditions. The provision of the service at the request of the User, implies the express acceptance of the Applicable specific terms and conditions.

The access, registration, browsing, use, storage and/or downloading of materials and/or use of the services of any Website and/or Content of AZUR.SALE by minors (under 18 years) is prohibited. The User, while accessing or using any Website and/or Content of AZUR.SALE declares to be at least 18 years of age.

AZUR.SALE offers an Online Platform that connects Accommodation Owners or managers (hereinafter **"Owner/s"**) with Residents (as defined below), who wish to reserve such Accommodation for short or long periods (hereinafter, jointly, **Services**). These Services can be found on <https://azur.rent/> and other websites, applications for mobile and other devices, through which AZUR.SALE offers its Services. AZUR.SALE offers touristic and long-term Accommodation.

## 2. KEY TERMS

**"AZUR.SALE Content"** means all that is provided by AZUR.SALE via its Platform, Application and services, including any content authorised by a third party.

**"Content"** means text, graphics, images, music, software, audio, video, information and any other material published on the Platform or Application.

**"Platform/Website"** means any of the domains through which AZUR.SALE allows the Users to use or browse the Online Platform.

**“Application”** means any Application available for mobile devices allowing Users to gain access to the services available through the Website.

**“User”** means any person who uses the Website or Application owned by AZUR.SALE.

**“Resident”** means the person requesting a reservation for the Accommodation via the Platform, Application or services and/or who is residing at an Accommodation and who is not the Owner of the same Accommodation.

**“Owner”** means the person or entity that has entered into an Agreement with AZUR.SALE to publish an Advertisement for the Accommodation on the Platform, in order that a Resident may make a reservation for the Accommodation via the Platform. Owners may be either individuals or legal entities, or any other entity that is the owner or manager to enter into a Lease Agreement for the Accommodation on their own behalf or for a third party for a lease period.

**“You”** means the User, Resident or Owner (as appropriate).

**“Advertisement”** means the publishing of the Accommodation by the AZUR.SALE staff, by Agreement between the AZUR.SALE staff and the Owner, in order that it be made available for reservation on the Platform.

**“Accommodation”** means the residence, flat, house, lodging or room that the Owner publishes on the AZUR.SALE Website, in order that the Resident may make an online reservation.

**“Tenancy Agreement”** means the Private Lease Agreement signed by the Owner (as the lessor) and by the Resident (as the lessee), to which **AZUR.SALE is not party.**

**“Move-in Date”** means the date in which the Resident indicates, at the time of making the reservation, he/she will begin occupying the Accommodation.

**“Move-out Date”** means the date in which the Resident indicates, at the time of making the reservation, he/she will vacate the Accommodation.

**“Reservation Fee”** means that which is paid by the Resident to AZUR.SALE when making a reservation for the Accommodation via the Platform or Application and after the reservation has been confirmed by the Owner. (See section on **Fees**)

**“First Payment”** means that which is transferred by the Resident when making a reservation for the Accommodation via the Platform or Application and after the reservation has been confirmed by the Owner. (See section on **Fees**)

**“Service Fee”** means that previously agreed between a AZUR.SALE salesperson and an Owner, which is calculated as a percentage of the Total Contract Value. (See section on **Fees**)

**“Reservation Request”** means that made by the Resident to make a reservation for the Accommodation. This is done when clicking on the “Book Now” button and after completing the reservation form. Both the Reservation Request and the form are processed via email, along with all the requested information, by the Owner receiving them. Also, the Reservation Request contains the Move-in Date, the Move-out Date and the amount for the First Payment.

**“Tax” or “Taxes”** means the Value Added Tax (VAT) and any other applicable municipal, autonomous community or state tax.

### **3. USE OF THE PLATFORM, APPLICATION AND SERVICE**

The Platform and Application are used by the Residents to make a reservation for Accommodation arrangements that are for a short and long period. Accommodation is published on the Platform or Application by the AZUR.SALE staff upon the request and approval of the Owners, through the use of the technology required for this purpose. **AZUR.SALE IS NOT AN OWNER, MANAGER OR REAL ESTATE AGENT AND AZUR.RENT DOES NOT POSSESS, SELL,**

**RESELL, FURNISH, RENT, SUBLET, MANAGE, NOR DOES IT CONTROL, THE PROPERTIES IN ANY MANNER WHATSOEVER.**

AZUR.SALE's responsibilities are limited to:

- a) providing the Platform, Application and services,
- b) withholding the First Payment transferred by the Residents to AZUR.SALE, on behalf of the Owner, once the Owner has accepted the Reservation, so that the First Payment may be transferred to the Owner after deducting the Service Fee plus Value Added Tax (VAT). AZUR.SALE will not receive any additional payments after the reservation has been confirmed by the Owner and, from that moment, the Owner is solely responsible for collecting rent payments, unless otherwise agreed between the Owner and AZUR.SALE.

#### **4. ACCOMMODATION LISTING**

All Advertisements on the Platform, Application and services are prepared and verified by AZUR.SALE.

Owner will make an appointment with the AZUR.SALE staff to take photos and to verify the main features of the Accommodation. The Owner agrees that the AZUR.SALE staff may access the Accommodation for the purpose of taking photographs, drawing floor plans, taking videos or any other advertising material that AZUR.SALE requires.

The Owner undertakes to provide all the necessary information requested by AZUR.SALE, which includes, but not limited to, the Accommodation's location, capacity, size, features and availability, including the price and all that pertaining to the payment terms.

Advertisements are prepared by a qualified and professional AZUR.SALE staff member and at no time by the Owner.

The Advertisements and audio-visual material are created free of charge for the Owner. The Owner will grant his/her authorisation to approve the publication for the advertisement and will accept these Terms and Conditions. **The Owner acknowledges and accepts that once the Resident makes a reservation for the Accommodation, the price of this reservation cannot be amended.**

**AZUR.SALE guarantees the features of the Accommodation at the date in which they were verified by AZUR.SALE. Residents acknowledge that the Accommodation that they make a reservation for had been verified on a date that was before and not the same as the date of the reservation** and that the features of the Accommodation may differ from the conditions verified by AZUR.SALE at a time before the reservation. Nevertheless, the Owner shall maintain the Accommodation in a similar condition to that depicted in the advertisement. If the event that the conditions of the Accommodation differ significantly from those of the advertisement, AZUR.SALE reserves the right to withdraw the Advertisement for such Accommodation from the Platform, Application or services.

IN THE EVENT THAT AN OWNER USES ANY OTHER PLATFORM OR MEANS TO LEASE THE PROPERTY, AZUR.RENT WILL REMAIN THE OWNER OF ALL COPYRIGHTS OR ANY OTHER INTELLECTUAL PROPERTY FOR THE AUDIOVISUAL AND ADVERTISING MATERIAL AND ONLY AZUR.SALE HOLDS THE RIGHTS FOR ITS USE. IN THE EVENT THAT THE OWNER, OR A THIRD PARTY, USES SUCH MATERIAL OWNED BY AZUR.SALE WITHOUT HAVING WRITTEN CONSENT TO DO SO, AZUR.SALE RESERVES THE RIGHT TO DEMAND THE CESSATION OF THE USE OF SUCH MATERIAL AND AZUR.SALE RESERVES THE RIGHT TO CLAIM THE CORRESPONDING DAMAGES.

## 5. RESERVATION PROCEDURE

The Resident, when deciding the Accommodation that he/she desires to make a reservation for, shall provide the information requested by AZUR.SALE via AZUR.SALE's Platform or Application, and AZUR.SALE will provide detailed information about the Fees (see section on Fees), **where the Resident authorises such to be retained by AZUR.SALE, in the event that the reservation is accepted by the Owner**, through the payment methods available on the Platform or Application. Once this information is complete, the Resident will receive an automatically generated email with a summary of the reservation and its corresponding reference number. Following this, AZUR.SALE will then send a reservation request to the Owner, who will have 12 working hours to either accept or reject the reservation. In the event that, after 12 working hours, AZUR.SALE has not received a response from the Owner, AZUR.SALE will deem that the reservation request has been rejected.

When making a Reservation Request via the Platform, Application or Services, we will provide the Owner with the following:

- a) Information on the Resident: age, nationality, company, university, profession, education and any other information that the Owner specifically requests.
- b) A link to the AZUR.SALE webpage where the Accommodation is published.

In the event that the Owner accepts the reservation requested by the Resident, AZUR.SALE will retain the First Payment and the Reservation Fee, along with the corresponding Value Added Tax (VAT), and forward an email to both the Owner and the Resident confirming the reservation and put both the Parties in contact with each another. From this moment, the Owner will be responsible for providing all the necessary information for the Resident to access the Accommodation. (See **Move-in Policy**)

The Owner acknowledges that he/she is solely responsible for any Advertisement he/she approves for publication and that he/she has the full right to make available and authorise the reservation of the advertised property.

Furthermore, the Owner will ensure that after accepting a reservation, the Owner will:

- a) not infringe on any Agreement entered into with a third party and
- b) undertake to be compliant with all laws, tax requirements and any other rule or regulation applicable to any Accommodation published in an Advertisement and to avoid any dispute arising on the basis of third-party rights.

AZUR.SALE will not assume any liability for any breach, by the Owner, of the applicable laws, rules or regulations. AZUR.SALE reserves the right, at any time and without prior notice, to remove the publication or to disable access to any Advertisement, for any reason and at its own discretion, including any Advertisement that AZUR.SALE deems to be challengeable before the courts law for any reason.

Both the Owner and the Resident acknowledge and agree that AZUR.SALE shall not, in any way, act as an insurance agent or agent of any kind on behalf of the Owner. Notwithstanding the foregoing, AZUR.SALE acts as an intermediary authorised by the Owner to exclusively accept and receive the First Payment from the Resident for the reserved Accommodation and, after deducting the Service Fee and the corresponding Value Added Tax (VAT), transfer such payment to the Owner.

AZUR.SALE shall provide the Owner with certain information on the Resident intending to make the reservation and who has provided and authorised the information for this purpose. Both the Owner and the Resident acknowledge and

accept that they are responsible for their own actions and any non-disclosure of information in this regard.

***Applicable to Owners in the United Kingdom:***

*The Owner acknowledges that it is the Owner's legal responsibility to ensure that the Resident is able to rent and/or legally occupy the property, whether the Owner's name appears in the Lease Agreement or not. The Owner shall verify and retain the necessary documents legally granting the Resident the right to rent in the United Kingdom. In the event that the Resident is not entitled to rent in the United Kingdom, the Owner may be fined for approving the tenancy. Both the Owner and the Resident acknowledge that AZUR.SALE will not be held liable for verifying of the Resident's documentation, nor will it the outcome of such verification, nor any consequences where the Owner has not conducted such checks. For more information visit: <https://www.gov.uk/check-tenant-right-to-rent-documents/who-to-check>*

While using the Platform, Application or services, you agree that any legal action or claim arising as a consequence of the acts or omissions of the Owner, Residents or third parties resulting in injury will be filed exclusively against the party in question, and you agree to hold **AZUR.SALE harmless against any action Legal or claim with respect to such** omissions.

AZUR.SALE advises that Owners take out the appropriate insurance for their Accommodation.

AZUR.SALE will not be responsible for the removal or theft of any object found inside or outside the leased Accommodation.

AZUR.SALE is a Platform used to make online Reservations for Accommodation and, accordingly, it does not provide any inspection service for the Accommodation, nor does it have a copy of the keys for the Accommodation.

## **6. FEES**

There is no minimum reservation period made via the Platform or Application, but the Owner may specify a minimum period.

The Owner will decide the type of Contract that will apply to the Accommodation, being able to choose among the following types: daily, fortnightly or monthly.

When the Resident makes a reservation that has been confirmed by the Owner, he/she will make a transfer to AZUR.SALE for the **First Payment** and the corresponding **Reservation Fee** plus Value Added Tax (VAT), via the payment methods available on the Platform or Application.

The **"Reservation Fee"** is a percentage of the Total Contract Value plus the Value Added Tax (VAT) charged by AZUR.SALE to the Resident for the provided services.

The **"Total Contract Value"** is the total price of the reservation for the rental property, which will vary according to the total duration and set price for each day for its duration.

The **"Service Fee"** is a percentage of the Total Contract Value that AZUR.SALE will charge the Owner for the provided services. The Service Fee and its corresponding Value Added Tax (VAT) will be deducted from the First Payment.

AZUR.SALE will only transfer the First Payment, minus the Service Fee and Value Added Tax (VAT), to the Owner, provided that the Resident has not informed AZUR.SALE of any Significant Deficiency (see **Move-in policy**).

In any event, the Owner will be the one to determine, at his/her own discretion, the price of the Accommodation.

### **Discount Codes**

Discount or promotional codes will take effect only if they are used at the time of making the Reservation Request or before the reservation is confirmed by the Owner, under no circumstances will the discount be applicable at a later time.

## 7. MOVE-IN POLICY

After the Owner has approved the reservation and AZUR.SALE has sent confirmation of the reservation to both the Resident and the Owner, including the contact information for both parties, it will be the Owner's responsibility to provide any further instructions to the Resident with regards to moving into the Accommodation.

The Owner will ensure that the Accommodation reserved by the Resident is found in the expected and proper living conditions and that the features published in the Accommodation Advertisement remain the same, as well as the pricing terms

### **Applicable policy for when a Resident moves into the Accommodation.**

The Resident, within 24 hours after the Move-in Date, may inform AZUR.SALE of all **Significant Deficiencies** for the Accommodation, as well as to report on the inaccuracy of the Accommodation with regards to the features indicated in the Advertisement, by sending an email to AZUR.SALE, and stating the reservation number, while putting the Owner in copy and attaching the necessarily visual evidences (photos and/or videos) of the Essential Deficiencies. Once the email has been received by the AZUR.SALE staff, at its own discretion, the circumstances will be verified and assessed.

A **Significant Deficiency** is defined as a circumstance entailing non-liveable conditions, a health risk and/or substantial modifications that differ from the description in the Advertisement.

**In the event that the AZUR.SALE staff deems that there is a significant deficiency**, the Owner will be given a period of 36 hours to commence actions to resolve such deficiencies, which shall be settled within a reasonable timeframe.

In the event that the Owner does not resolve the deficiencies within a reasonable timeframe, he/she will be in breach of these Terms and Conditions, which will entitle the Resident to cancel his/her reservation, which will mean that the Owner will adhere to the Cancellation Policy for Owners (See **Cancellation Policy for Owners**) and AZUR.SALE will provide the Resident, at its own discretion, one of the following solutions:

AZUR.SALE staff will be responsible for looking for an Accommodation with similar features, where the Resident may accept or reject the Accommodation. This possibility will depend on whether AZUR.SALE can provide Accommodation with similar features. In the event the substitute Accommodation offered by AZUR.SALE is less than the price of the previous reservation, AZUR.SALE will pay the Resident the difference between the new price and the price of the reservation.

AZUR.SALE staff will refund the Reservation Fee plus the corresponding Value Added Tax (VAT) plus the First Payment to the Resident.

**In the event that the AZUR.SALE staff considers that there is no Significant Deficiency** and the Resident cancels the reservation on the basis of unfounded reasons (at AZUR.SALE's discretion), the Resident will forfeit his/her Reservation Fee plus the corresponding Value Added Tax (VAT) and the First Payment, where the First Payment will be fully transferred to the Owner.

### **Lease Agreement signed between the Resident and the Owner.**

AZUR.SALE is not party to any Lease Agreement. This Agreement will be signed only by the Resident and the Owner and, accordingly, AZUR.SALE will be held harmless of all legal matters, nor will it be held liable in the event of any dispute,

disagreement or claim. Any situation resulting from the aforementioned Lease Agreement shall be settled between the Resident and the Owner. Furthermore, AZUR.SALE will not be party to any negotiation regarding a bond or security deposit, required by the Owner and made by the Resident, under the Lease Agreement or in any other type of Agreement, nor will it act an intermediary for any dispute arising as a result of a bond or security deposit.

AZUR.SALE advises that both the Resident and the Owner thoroughly read the tenancy Agreement, or any other Agreement entered into, as it will be the instrument governing the relationship between both.

## 8. LEGAL NOTICE REGARDING THE CANCELLATION POLICY

Article 16 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 lays down the Exceptions from the right of withdrawal “Member States shall not provide for the right of withdrawal set out in Articles 9 to 15 in respect of distance and off-premises Contracts as regards the following: a) (a) | Service Agreements after the service has been fully performed if the performance has begun with the consumer’s prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the Contract has been fully performed by the trader.”

**AZUR.SALE’s services are deemed to be fully rendered:**

a) When the Resident has made a Reservation Request and when the Owner has approved such Reservation Request.

b) When the Owner has approved the Reservation Request made by the Resident.

ACCORDINGLY, THE USER UNDERSTANDS, ACCEPTS AND ACKNOWLEDGES THAT ONCE THE SERVICES HAVE BEEN FULLY RENDERED (AS DESCRIBED ABOVE) BY AZUR.RENT, HE/SHE WILL HAVE LOST HIS/HER RIGHT OF WITHDRAWAL.

## 9. CANCELLATION POLICY FOR OWNERS

In the event that the reservation had been approved by the Owner, and where the Resident and the Owner have signed a Tenancy Agreement, in any of its forms, the cancellation policies will be those included under the aforementioned Agreement, of which AZUR.SALE is not party to.

In the event that the Owner cancels the reservation before the Move-in Date or before the Owner and the Resident have signed a Tenancy Agreement, the Resident will be refunded with the Reservation Fee, along with the corresponding Value Added Tax (VAT) and First Payment. With regard to the **Service Fee**:

a) In the event that the Owner cancels the reservation with 31 days’ notice or longer, with regards to the Move-in Date, AZUR.SALE will not charge any Fee to the Owner.

b) If the Owner cancels the reservation with between 3 and 30 days' notice before to the Move-in Date, he/she shall pay AZUR.SALE the amount equivalent to 25% of the First Payment.

c) If the Owner cancels the reservation with less than 3 days’ notice before the Move-in Date, AZUR.SALE will charge the amount equivalent to 50% of the First Payment.

AZUR.SALE reserves the right to claim for any of the foregoing amounts in the event of it being necessary to apply any of the aforementioned penalties, where **the Owner acknowledges and agrees that AZUR.SALE will send a request for payment and that he/she will be obliged to pay such amounts to AZUR.SALE.**

## 10. CANCELLATION POLICY FOR RESIDENTS

When a Resident has made a Reservation for Accommodation and it has been approved by the Owner, AZUR.SALE will charge the Resident the Service Fee plus Value Added Tax (VAT), along with the First Payment. In the event that the Resident cancels the requested reservation before it has been approved by the Owner, no amount will be charged.

**In the event that the reservation has been accepted by the Owner and the Resident cancels the reservation, the Reservation Fee and its corresponding Value Added Tax (VAT) will not be refunded by AZUR.SALE to the Resident. There are 3 cancellation policies for Residents, at the Owner's discretion, which will be published in the Advertisement for the Accommodation:**

(In the event that the Owner does not choose any of the 3 policies, the standard cancellation policy will be the default policy).

**Flexible:** When the Resident cancels the reservation:

- a) 3 days or less before the Move-in Date, AZUR.SALE will not refund any withheld amount after the confirmation of the reservation, where First Payment will be transferred to the Owner.
- b) Between 4 and 30 days before the Move-in Date, AZUR.SALE will refund 50% of the First Payment to the Resident and the remaining 50% will be transferred to the Owner.
- c) 31 days or more before the Move-in Date, AZUR.SALE will refund the Resident for 100% of the First Payment.

**Standard:** When the Resident cancels the reservation:

- a) 30 days or less before the Move-in Date, AZUR.SALE will not refund the Resident for any amount and will transfer the First Payment to the Owner.
- b) Between 31 and 60 days before the Move-in Date, AZUR.SALE will refund the Resident for 50% of the First Payment and the remaining 50% will be transferred to the Owner.
- c) 61 days or more before the Move-in Date, AZUR.SALE will refund the Resident for 100% of the First Payment.

**Strict:** For whatever reason, in the event that a Resident cancels a reservation that has been confirmed by the Owner, AZUR.SALE will not refund the Resident for any amount and the First Payment will be transferred to the Owner.

**When the Resident intends to cancel or modify a reservation.**

In the event that a Resident has notified, through any means, AZUR.SALE his/her intention to cancel or modify a reservation, AZUR.SALE staff, will send an email granting a 24 hour period to confirm the intention to cancel or modify the reservation. In the event that the Resident does not reply to the email within the aforementioned period, it will be deemed that he/she has cancelled the reservation and the aforementioned Cancellation Policies will apply.

**Applicable policy for a Resident who has requested a reservation and has not yet been able to pay for the reservation.**

In the event that AZUR.SALE has charged the Resident for the reservation and that, for any reason, it is not possible to withhold the full amount to cover the reservation for the Accommodation, for reasons beyond the control of AZUR.SALE, a payment request will be sent to the Resident to settle the remaining amount within the following 24 hours and should the Resident not settle this payment in full, **AZUR.SALE will charge an amount equivalent to the Reservation Fee plus Value Added Tax (VAT)** and will proceed to cancel the reservation for the Accommodation, where, under no circumstance, will the Resident receive a refund for this charge, nor will the Owner be transferred any amount.



Aside from the foregoing charge, **the following charges will also apply to the Resident:**

a) In the event that the payment has not been made in full within 31 days prior to the Move-in Date for the Accommodation, only the amount equivalent to the Reservation Fee plus Value Added Tax will be charged.

b) In the event that the payment has not been made in full between 4 and 30 days prior to the Move-in Date for the Accommodation, an amount equivalent to 50% of the First Payment will be charged.

c) In the event that the payment has not been made in full 3 days prior to the Move-in Date for the Accommodation, an amount equivalent to the First Payment will be charged.

AZUR.SALE reserves the right to claim any of the foregoing amounts in the event that it has not withheld the payment, where **the Resident acknowledges and agrees that AZUR.SALE will send a request for payment and that he/she will be obliged to settle such amounts with AZUR.SALE.**

## **11. RENT PAYMENTS**

After the Tenancy Agreement, or any other Agreement entered into between the Resident and the Owner, has been signed, it is the sole responsibility of the Owner to collect rent payments from the Resident. AZUR.SALE shall not be held liable, in any manner, for the collection of rent payments or for any outstanding payment that may arise.

## **12. RELEASE FROM LIABILITY**

After 48 hours have elapsed following the Resident's Move-in Date for the Accommodation and where AZUR.SALE has transferred the First Payment to the Owner, all legal and any other type of relationship between AZUR.SALE and the Resident and between AZUR.SALE and the Owner shall expire with regards to the reservation. AZUR.SALE shall not be held liable, for any reason, for any event arising from the subsequent relationship between the Owner and the Resident.

## **13. INVOICING**

Once the reservation has been finalised, the corresponding simplified invoice will be sent to both the Owner and the Resident and, in the event should it be requested, a detailed invoice will be sent with a breakdown of the corresponding Value Added Tax (VAT) or any other applicable tax, depending on the country or place of the transaction.

## **14. DAMAGE TO THE ACCOMMODATION**

The Resident is responsible for maintaining the Accommodation in the same condition when he/she arrived at the Accommodation. The Resident and the Owner acknowledge and accept that they are responsible for their own acts or omissions, as well as those of anyone who has been invited or granted access to the Accommodation. AZUR.SALE will not be held liable, for any event, where damage have been caused to the Accommodation, where such liability shall be resolved between Owner and Resident.

## **15. TERMINATION AND CLOSING OF SPOTAHOME ACCOUNTS**

AZUR.SALE, at its sole discretion and without the need to substantiate the reasons, may restrict access to the Website, disable or cancel Advertisements, all without it being held liable and without the obligation to provide prior notice.

Owners may request that AZUR.SALE remove their own Advertisement for their Accommodation from the Platform.

Please note that if the Advertisements are removed, AZUR.SALE is not obliged to transfer the content of the Advertisements to any Owner.

#### **16. APPLICABLE LEGISLATION AND CONFLICT RESOLUTION**

These Terms and Conditions shall be interpreted in accordance with Polish law.

Any dispute arising from this Agreement will be resolved in accordance with its Regulations and Rules, which is entrusted with administering the arbitration procedures and the appointment of the arbitrator or arbitrators.