

Terms and Conditions for Bob W Services

Applicable as of 16.04.2021

These Terms and Conditions shall apply to all relationships between Bob W and the Client related to the use of the Website by the Client and the provision of Service(s) by Bob W as ordered by the Client through the Website or through OTAs (as defined below).

By making the Reservation, the Client agrees to the application and content of these Terms and Conditions. By making the Reservation, the Client also confirms that the Client has read the Privacy Policy of Bob W and has acknowledged the terms for personal data processing.

1. DEFINITIONS

1.1 In this Agreement the following expressions have the following meanings:

“Agreement”	means any agreement for the provision of the Services by Bob W concluded in accordance with the Terms and Conditions;
“Apartment”	means the apartment booked by the Client by way of using the Service or apartment listed by Bob W for booking;
“Bob W” or “we”, “us”; “our”	means Bob W Technologies Estonia OÜ, a company incorporated in Estonia, with the registry code 14688342, address Telliskivi tn 57, 10412, Tallinn, Estonia, e-mail address hello@bobw.co or other entities in the group with Bob W Technologies Estonia OÜ providing the Services. List of Bob W entities providing the Services is provided in Section 12;
“Client”	means any person (either natural person or legal entity) who is using the Services of Bob W who has made the Reservation or has concluded an Agreement with Bob W;
“Guest” or “Guests”	mean the person or persons being provided with the Service;
“Reservation”	means a reservation for Service made by the Client;
“Reservation Confirmation”	means the confirmation of the Reservation sent by Bob W to the Client;
“Website”	means https://bobw.co/ , its subdomains and/or other web pages used by Bob W;
“Fee”	means the fee payable by the Client for the Service;
“Extra Fee”	means the extra fee payable by the Client, if applicable in accordance with Terms and Conditions;

“Extra Service”	means the extra services ordered by the Client upon availability in accordance with the Terms and Conditions;
“Service”	means the accommodation service and related services provided to the Client by Bob W;
“OTA”	means the online travel agency or other services provider who has listed Apartments through its services and thereby mediates the Services by Bob W;
“Terms and Conditions”	mean the terms and conditions set out in this document;
“Use Policy & Standards for Stay”	mean rules for staying in the Apartment described in Section 5. the Client undertakes to comply
“You”	means the same as the “Client”.

2. SERVICES & MISSION

- 2.1** Bob W enables the Clients accommodation Services and related services upon availability.
- 2.2** Bob W mission and values are described here: <https://bobw.co/about-us>.
- 2.3** Available Apartments are listed on the Website. Apartments can be booked for a period based on the actual availability as indicated on the Website.

3. RESERVATION

- 3.1** The Services of Bob W may be ordered through Website, by phone, by e-mail or through other channels as provided by Bob W or by OTAs at the relevant time.
- 3.2** To order the Service directly from Bob W, the Client shall complete the Reservation on the Website or contact Bob W through other channels such as by phone or by email.
- 3.3** To order the Service through OTA, the Client shall complete the Reservation through a channel provided by the respective OTA. The Client shall note that when ordering the Service via OTA, the terms and conditions of the respective OTA apply in addition to these Terms and Conditions.
- 3.4** To order the Service via Website, the Client may select a suitable Apartment from the options listed on the Website as corresponding to the search parameters selected by the Client.
- 3.5** To order the Service through Website, the Client is asked to provide certain information about the Reservation (for example, the Client is asked to select available Apartment category, arrival and departure dates, certain personal information, including email and name and credit card details). Specific details of the required Reservation information are provided on the Website and the Client will be guided through the Website Reservation process.
- 3.6** After providing the information requested through the Website Reservation process, the Client may place the Reservation by clicking the relevant button on the Website.
- 3.7** After placing the Reservation order, Bob W shall send the Reservation Confirmation to the Client’s e-mail address as disclosed by the Client during the Reservation process confirming the Reservation details.

- 3.8** The Agreement for the provision of Service shall be deemed concluded between the Client and Bob W on the terms set out in the Reservation Confirmation and on these Terms and Conditions upon sending the Reservation Confirmation to the Client.
- 3.9** If due to an error on the Website and/or the price of the Reservation and/or any other relevant criteria indicated on the Website are incorrect in the reasonable opinion of Bob W, then Bob W has the right to correct the erroneous information and provide the Client with a revised Reservation Confirmation. In such case the Agreement between the Client and Bob W shall be deemed concluded on these Terms and Conditions and as specified in the revised Reservation Confirmation to the Client.
- 3.10** When placing the Reservation, the Client confirms that any information submitted by the Client to Bob W upon placing the Reservation is true, accurate, and complete. The Client also confirms that the Client has read and understood Bob W Privacy Policy, available at <https://bobw.co/privacy>. When placing the Reservation, the Client also confirms to follow the House Rules, Bob W Use Policy & Standards for Stay during staying at the Apartment.
- 3.11** If the Client is a natural person, the Client confirms that he/she is at least 18 years of age. If the Client is accessing the Service on behalf of a legal entity, the person entering the Agreement on the behalf of the Client confirms that he/she has the legal authority to bind that entity.

4. CHECK-IN & ACCESS TO THE SERVICE

- 4.1** As there is no front desk or staff at Bob W Apartments, then in order to access the Service and the Apartment, the Client needs to complete an online self check-in process prior to arrival. Bob W Apartments have keyless access and self check-in availability 24/7, 365 days of the year.
- 4.2** During the self check-in process, Bob W will ask and collect necessary information (including personal information) to verify your identity, contact details, preferences and other relevant information that Bob W may be required to collect pursuant to applicable law. The specific list of required information may depend on the applicable law in the country of where the Apartment is located and the Client will be guided through the online self check-in process to complete submitting of the required information.
- 4.3** Bob W will send the Client instructions on how to complete the self check-in to the e-mail address disclosed by the Client when placing the Reservation.
- 4.4** As completing the self check-in process is essential in order to access the Service and enter the Apartment, please make sure that you have disclosed the correct e-mail address and/or phone number upon placing the Reservation and that your e-mail address as well as phone number are in working order. If you have not received the self check-in instructions or if you think that you have disclosed the contact details, please contact us at hello@bobw.co and we will do our best to resolve this issue.
- 4.5** If the Client has not completed the self check-in process before arrival, then Bob W may send you a check-in reminder.
- 4.6** During the self check-in process, the Client is also asked to provide certain details about the Guest(s) staying at the Apartment during the Reservation. The specific list of required information may depend on the applicable law in the country of where the Apartment is located and the Client will be guided through the online self check-in process to complete submitting of the required information.

- 4.7 The Client shall be responsible that the Apartment is used in accordance with these Terms and Conditions (including in accordance with the Section describing the use policy & standards for stay) by all Guests (or other persons, if permitted) who enter the Apartment. This means, that upon enabling the Guest (or other person, if permitted) to enter the Apartment (including upon sharing the door code), the Client shall assume full responsibility that the Guest (or other person, if permitted) has acknowledged these Terms and Conditions (including in accordance with the Section describing the use policy & standards for stay) and agrees to be bound by them.
- 4.8 After completing the self check-in process, the Client will be directed to the virtual guest area or through other means of communication.
- 4.9 In the virtual guest area, the Client is provided a relevant information about the Apartment reserved by the Client, such as the address of the Apartment and door code (if applicable).
- 4.10 If you have any issues with completing the self-check in process, please contact us at hello@bobw.co.

5. USE POLICY & STANDARDS FOR STAYS

- 5.1 It is extremely important for Bob W that our apartments are clean, comfortable and that every Guest feels at home during his/her stay in our Apartment. Therefore, we expect that all Guests abide by certain standards and rules during their stay at our Apartment. Therefore, we have adopted the Use Policy & Standards for Stays described in this section. If after the self-check in, the Guest discovers that the Apartment is not in suitable condition or there is any damage in the Apartment (such as, for example, broken or non-working items, any damage, such as water damage), this shall be immediately reported to Bob W to avoid any fees or penalties to the Client after the check-out.
- 5.2 The Client undertakes to make sure that all Guest(s) use the Apartment prudently, with good care and abide the following standards:
 - 5.2.1 **parties and events:** parties or any kind of events in the Apartment that might disturb other guests are not permitted;
 - 5.2.2 **guests allowance:** only Guests who are checked-in should be allowed to enter the Apartment; allowing additional guests to enter the Apartment, if not confirmed by Bob W in written form, is not permitted;
 - 5.2.3 **maximum capacity:** each Apartment shall have a maximum capacity, meaning the maximum amount of sleeping places confirmed by Bob W; allowing guests exceeding the maximum capacity to enter the Apartment is not permitted;
 - 5.2.4 **business:** using the Apartment(s) for business purposes or registering the address of the Apartment for business, is not permitted, unless otherwise confirmed by Bob W in written form in advance;
 - 5.2.5 **pets:** pets are not allowed in the Apartment, unless otherwise confirmed by Bob W in written form in advance;
 - 5.2.6 **cleanliness:** after checkout, the Apartment should be left in the state that does not require excessive or deep cleaning; if the Apartment is left in the state requiring excessive or deep cleaning Extra Fee for cleaning might be applied;

- 5.2.7 **noise:** noise in the Apartments during night time (from 10 PM until 7AM) is not allowed and we expect our Guests to respect the silence during night time;
 - 5.2.8 **smoking:** smoking (including via electronic devices) is strictly forbidden in the Apartments, expect for in specifically marked areas (if any), please note that the restriction also applies to balconies and other outdoor areas of the Apartment, unless specifically marked otherwise;
 - 5.2.9 **check-in time:** the Guests should complete check-in by the designated checkout time indicated on the Reservation Confirmation;
 - 5.2.10 **check-out time:** the Guests should complete checkout by the designated checkout time indicated on the Reservation Confirmation;
 - 5.2.11 **parking:** if the Apartment Reservation includes the designated parking spot, the Guests are permitted to use the designated parking location and hours, and the number of car(s) as indicated in the Reservation Confirmation; please note that many of the Apartments do not include the designated parking spot and the parking might be allowed near or around the area of the Apartment on the street;
 - 5.2.12 **fire:** using open fire in the Apartments is strictly forbidden;
 - 5.2.13 **electricity:** leaving any electrical devices unattended is strictly forbidden;
 - 5.2.14 **cooking:** leaving the Apartment during cooking or using the stove or oven is strictly forbidden, smoke extractor should be used every time while cooking on the stove or oven;
 - 5.2.15 **vandalism and damage:** damaging and destroying objects and things in the Apartment is strictly forbidden, the Apartment should be returned in the same condition it was before the arrival of the Guest; if the objects or things are damaged or destroyed, Extra Fee for damages might be applied.
- 5.3** The Apartment reserved by the Client might have its own specific House Rules specifying the rules applicable, for example, regarding waste sorting, silent time and/or electronics and in respect of property, neighbours and community. The Client undertakes to make sure that each Guest abides by the House Rules during their stay at the Apartment. Specific House Rules applicable for the Apartment are published on the Website or available on paper at the Apartment.
- 5.4** If the Client violates the Use Policy & Standards for Stays, Bob W is entitled to claim the contractual penalty (liquidated damages) in the amount of EUR 500 from the Client for each violation. In addition, Bob W is entitled to claim damages caused by the breach by the Client exceeding the amount of contractual penalty

6. EXTRA SERVICES

- 6.1** Bob W does its best to offer Extra Services, to make your stay with us as comfortable as possible. Upon availability, the Extra Services may include, but may not be limited to the following services:
- 6.1.1 provision of baby crib;
 - 6.1.2 pet allowance;
 - 6.1.3 at-request cleaning service;
 - 6.1.4 gym service accessibility;

- 6.1.5 food service accessibility;
- 6.1.6 early check-in/late check-in.
- 6.2 Extra Services are provided only if available. Please kindly understand that all Extra Services might not be available at all Apartments or at all times.
- 6.3 Extra Services are subject to Extra Fee as outlined on the Website, unless explicitly included in the Reservation.

7. PAYMENTS AND INVOICING

- 7.1 The Services of Bob W are subject to Fee. Pricing information concerning the Services is available on the Website. All pricing information is in euros.
- 7.2 Bob W reserves the right to change prices and to add, alter, or remove special offers from time to time and as necessary and in accordance with applicable laws. Changes will not affect Reservations that have already been purchased but may affect Reservations made in the future.
- 7.3 When making the Reservation, the Client undertakes to pay the Service Fee to Bob W in the amount indicated in the Reservation Confirmation. The Fee indicated in the Reservation Confirmation is inclusive of applicable taxes, service charges, gratuities, and other fees, unless otherwise noted.
- 7.4 Extra Services are subject to Extra Fee as outlined on the Website.
 - 7.4.1 Extra Fee will be also charged if the Client exceeds the reasonable amount of electricity, heating, water or sewage.
- 7.5 Extra Fee for the cleaning will be charged if Apartment is left in the state that does require excessive or additional cleaning "in the amount of the relevant cleaning fee by the cleaning service provider.
- 7.6 Extra Fee for the damages will be charged if objects or things in the Apartment are destroyed or damages in EUR 500 + VAT. Additionally, if the Extra Fee for damages does not cover the damage caused by the Client or Guests, Bob W might additionally demand compensation for damage from the Client in accordance with the amount of damage caused.
- 7.7 The Fee and applicable Extra Fee(s) (if any) will be payable by credit card or by debit card. The Client agrees to provide Bob W with valid card details when placing the Reservation. Upon any change in credit card information, the Client must notify Bob W of updated credit card information immediately.
- 7.8 If the Client does not authorize the payment by credit card or if there are not enough funds available on the credit card or if there are any other circumstances due to which the payment by credit card cannot be made, we are entitled to revoke your Reservation without any prior notice.
- 7.9 Any invoice issued by Bob W related to the Service shall be payable at latest in 14 days as of the invoice date, unless explicitly stated or agreed otherwise. Upon delay with any payments, we may request you to pay interest on the delay (penalty for late payment) in accordance with applicable laws for the period as of the time the payment obligation falls due until conforming performance is rendered.

8. LIABILITY

- 8.1 The Client shall be fully liable to Bob W to compensate all damages in full that arise due to the use of the Service and Apartment contrary to the Use Policy & Standards

for Stays and to these Terms and Conditions and the, including the cost related to the collection of such damages, including reasonable attorneys' fees.

- 8.2** To the fullest extent permissible by law the Client agrees to indemnify and hold harmless Bob W, its affiliates, directors, board members, employees or any third party service provider to Bob W from and against any and all claims by any person, from and against loss and/or damages, costs, expenses and/or liabilities arising out of, involving from the use of the Service. In any case, the total aggregate liability of Bob W for the violation of these Terms and Conditions shall be limited to the amount which is equal to the amount actually paid by the Client to Bob W for the Service.
- 8.3** Non-performance of the obligations of Bob W under these Terms and Conditions shall be excused if it is caused by force majeure. Force majeure in the meaning of these Terms and Conditions are circumstances which are beyond the control of Bob W and which Bob W could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof which Bob W could not reasonably have been expected to overcome.
- 8.4** The Website may include links to other websites or services or to third party content. Bob W does not endorse any such linked sites or third-party content or the information, material, products, or services contained on or accessible through linked sites. Access and use of linked sites, including the information, material, products, and services on linked sites or available through linked sites is solely at your own risk.
- 8.5** The Client is liable for any additional costs or damages arising out of false, erroneous or incomplete data presented to Bob W in the course of placing the Reservation.
- 8.6** Use of the Website is provided to the Clients strictly on an "as is" basis. Bob W will make its best efforts to avoid, but cannot guarantee the lack of any interruptions, connection errors, unavailability of, or faults concerning the Website. Furthermore, Bob W upon its sole discretion may introduce new and/or discontinue existing functions of the Website.
- 8.7** No limitations of Bob W's liability set forth in these Terms and Conditions apply in case the damage is caused intentionally or through gross negligence or if contrary to the statutory law.

9. CANCELLATION AND SUSPENSION OF USE

- 9.1** The Apartment Reservation may be subject to options for cancellation by the Client. Cancellation terms for the Client are provided on the Website during the booking stage and provided in the Reservation confirmation.
- 9.2** The terms of cancellation by the Client may depend on how long in advance the Reservation has been made, on the chosen payment terms, etc.
- 9.3** Unless otherwise provided on the Website or in the Reservation confirmation, the Client may cancel the Apartment Reservation free of charge until 7 days before arrival, provided that the Reservation is made via Website. Unless otherwise provided on the Website or in the Reservation confirmation, cancelling the Reservation later than 7 days before arrival is not permitted and in such a case the total Fee will be charged. Please note that if you have booked the Apartment through OTA , different cancellation policies may apply and all changes/cancellations need to go through the original booking site.
- 9.4** Bob W is entitled to suspend any Client from using the Website with immediate effect and/or refuse to process any Reservation and/or terminate any Agreements, if the Client materially violates these Terms of Conditions, does not remedy any violation

within the 7 day cure-period or if Bob W has reasonable belief of fraudulent acts by the Client when using the Service.

10. LICENSING, INTELLECTUAL PROPERTY RIGHTS AND DATA PROCESSING

- 10.1** By using the Website, Bob W grants the Client a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Website for the purpose of ordering and paying for the Services.
- 10.2** All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bob W during the provision of the information society services under these Terms and Conditions (incl. the Website and any material uploaded therein) belong to Bob W. The Client shall not copy, modify, adapt, reverse-engineer, decompile or otherwise discover the source code of the Website or any other software used by Bob W or extract or use any data on the Website for commercial purposes or any other purpose than the intended purpose of the Website.
- 10.3** The principles for processing the Clients' personal data is set out in the Privacy Policy available on the Website.

11. FINAL PROVISIONS

- 11.1** Bob W reserves the right to make changes to these Terms and Conditions at any time, by uploading the revised Terms and Conditions to the Website.
- 11.2** The use of the Website, the Agreement and all legal relations formed thereunder will be governed by the laws of the Republic of Estonia. The Client who is a consumer also enjoys the protection of the mandatory provisions of the law that would be applicable in the absence of this term.
- 11.3** If a dispute resulting from the Agreement or the Terms and Conditions cannot be settled by negotiations, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia. If the Client is a consumer, jurisdiction is determined in accordance with the mandatory provisions applicable to consumers and such Client may also use the Online Dispute Resolution tool available at <http://ec.europa.eu/odr>.

12. CONTACT DETAILS AND BOB W ENTITIES

- 12.1** Contact details of Bob W entities providing the Service in the relevant jurisdictions are the following:

12.1.1 In Estonia:

- (a) **Company Name: Bob W Technologies Estonia OÜ**
Address: Telliskivi tn 57, 10412, Tallinn, Estonia
E-mail address: tallinn@bobw.co

12.1.2 In Finland

- (a) **Bob W Technologies Finland OY**
Address: Kankurinkatu 5 LH 48, Helsinki, 00150
E-mail address: helsinki@bobw.co