

# General Terms and Conditions of Lease (RENTAL REGULATIONS)

## § 1 GENERAL

1. These General Terms and Conditions of Lease (hereinafter “**GTCL**”) shall determine the principles of reservation, conclusion, termination, modification and implementation of Lease of Apartments in the UNIBASE Students’ Hall in Kraków, the general rules of operation of the Students’ Hall, and the rights and obligations of the Parties to the Lease Agreement.
2. These GTCL are an integral part of the Lease relationship formed upon conclusion of the Agreement.
3. The Lease Agreement is concluded between the Tenant and UNIBASE. The Students’ Hall is available only to high school Students and Students up to 35 years of age, always for the duration of the study programme, or their spouses.
4. Terms used herein shall have the following meaning:
  - 1) **UNIBASE** or **Landlord** — NNS Spółka z ograniczoną odpowiedzialnością with the registered office in Kraków at ul. Radziwiłłowska 29/7, 31-026 Kraków, entered in the Register of Entrepreneurs by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register with the reference number KRS 0000558603
  - 2) **Tenant** — person using an Apartment under the Lease Agreement, parent or legal guardian of a person designated to use an Apartment under the Lease Agreement,
  - 3) **Student** — student registered even on part of their first- or second-cycle degree programme or long-cycle programme at a Polish university, including foreigners and foreign students, or a postgraduate student, including foreigners and foreign postgraduate students,
  - 4) **Students’ Hall** — multi-storey building erected on a plot located in Kraków, at ul. Koszykarska 33 and owned by UNIBASE,
  - 5) **Apartment** — specific room(s) rented to a specific Tenant or to no more than three Tenants in shared Apartments,
  - 6) **Common Areas** — parts of the Building or Real Property made available for use by all Tenants (not for the exclusive use of a Tenant/Tenants of a specific Apartment), including, in particular, shared kitchens, common areas for recreation and quiet study, yard, lobby with a reception desk, corridors and stairways,
  - 7) **Reception Desk** — reception desk of the Students’ Hall,
  - 8) **Website** — website available at <http://unibase.pl/> operated by UNIBASE,
  - 9) **Parties** — UNIBASE and Tenant,
  - 10) **Agreement** — rental agreement concluded between UNIBASE and the Tenant, with important provisions concerning Lease,
  - 11) **Lease** — Lease of Apartments in the Students’ Hall as defined in the Agreement and these GTCL, commencing conditionally upon conclusion of the Agreement.

## § 2 CONCLUSION OF THE AGREEMENT

1. The Agreement can be concluded as follows: as a distance agreement (in accordance with items 2–15 below) as well as in the simultaneous presence of both Parties at the Reception Desk or otherwise (in accordance with items 16–17 below).
2. If the Student to use an Apartment is a minor or a person with limited capacity to perform acts in law, the Apartment can be leased only to their parent or legal guardian. In such cases, the Student entitled to use the Apartment is identified in the Agreement.

3. A minor is obliged to deliver to UNIBASE an Agreement signed by a parent or legal guardian before moving into the Apartment.
4. A minor who has limited legal capacity may extend the tenancy Agreement for another period in the form of an annex without the need to be signed by a legal guardian or parent. The annex has full legal force.
5. A distance Agreement is concluded through the Website using the relevant application (hereinafter “**Application**”) under a condition precedent indicated in item 12 below.
6. To use the Application, the user must set up an account. To set up an account, the user needs to enter a personal username, set a password, and provide some personal and contact details, including an e-mail address. If the Agreement is concluded, the account will be used for communication between UNIBASE and the user and — when the conditions for the effectiveness of the Agreement are satisfied — the Tenant.
7. When the account is created, the user can access the Application. Then, the user is guided through the process of providing information relevant for the Lease and determining important provisions of the Agreement by means of forms and prompts.
8. The user shall select the type of Apartment (single, double or triple). A vacant Apartment which satisfies the characteristics indicated by the user is selected automatically.
9. Should the user select a double or triple Apartment, the user can indicate e-mail addresses or telephone numbers of other persons to enable them to conclude an Agreement for the same Apartment. As a result, an individual code will be generated for such persons to conclude an Agreement for the same Apartment. The code will be sent to the e-mail addresses or telephone numbers of persons indicated by the user.
10. Should the user select a double or triple Apartment the user can provide a code generated by another user as described in item 7 above to select the Apartment assigned to the user who has generated the code and conclude an Agreement for the same Apartment.
11. When the process of providing information relevant for the Lease and determining important provisions of the Agreement is completed in the Application, the Agreement will be generated automatically in the Application. Then it can be verified by the user and amended if necessary.
12. Throughout the procedure in the Application, the user can review the GTCL, save the GTCL file on any device used or print it out.
13. The Agreement is concluded upon final acceptance by the user. The user shall accept the Agreement by clicking the ‘ACCEPT AND AGREE’ button provided that:
  - 1) the user has checked the box next to the declaration of consent for submission and processing of personal data,
  - 2) the user has checked the box next to the declaration that they have read the Agreement and the GTCL and agree to rent on the terms and conditions set forth in the Agreement and the GTCL,
  - 3) the user has checked the box next to the declaration of majority and full capacity to perform acts in law,subject to the Agreement being concluded under the condition specified in item 15 below.
14. Until the fulfilment of conditions described in item 15 below or the automatic termination of the Agreement as set forth in item 17, the Agreement results in making a reservation which means that UNIBASE:
  - 1) commits unilaterally not to offer the single Apartment which is the subject of the Agreement to other persons, or
  - 2) commits unilaterally not to offer the designated double or triple Apartment to other persons (except those who use the code referred to in items 7 and 8 above) for 3 days if the user indicated e-mail addresses or telephone numbers of the other person(s) to enable them to conclude an Agreement for the same Apartment as described in items 7

and 8 above; after this period said Apartment can be the subject of further lease and/or reservations.

15. The Agreement is made under a condition precedent that the Tenant pay a Security Deposit in the amount due as well as the administrative fee, all within 3 days from the conclusion of the Agreement. As soon as the condition is fulfilled, the Agreement becomes fully effective.
16. The period of 3 days referred to above can be individually extended at the request of the user. The period is extended by UNIBASE in a document form (as understood under Article 77<sup>2</sup> of the Polish Civil Code, by e-mail sent to an address provided during registration in the Application or other address indicated by the user).
17. If the condition defined in item 15 is not fulfilled within the period specified in item 13, subject to item 16, the Agreement shall terminate automatically and the termination shall be notified to the user by e-mail and a message sent to the user's account in the Website. It does not prejudice the user's possibility to conclude an Agreement again, provided that other requirements of these GTCL are satisfied, in particular if there are vacant Apartments or beds in an Apartment in the Students' Hall.
18. The Lease Agreement can also be concluded in person. The Lease Agreement is generally made in the presence of both parties at the Reception Desk after collecting all required data and mandatory declarations or, in individually agreed cases, at another place and using other methods with the express approval of UNIBASE.
19. If the Lease Agreement is made outside the Website, the Tenant shall provide the following written documents:
  - 1) declaration of consent for submission and processing of personal data,
  - 2) declaration that they have read the Agreement and the GTCL and agree to rent on the terms and conditions set forth in the Agreement and the GTCL,
  - 3) declaration of majority and full legal capacity,

and the Agreement is made on the condition specified in item 20 below.

20. The Agreement is made under a condition precedent that the Tenant pay a Security Deposit in the amount due as well as the rent due for the first month within 3 days from the conclusion of the Agreement. As soon as the condition is fulfilled, the Agreement becomes fully effective. Items 14 and 16 shall apply accordingly.

### **§ 3**

#### **APARTMENTS AND COMMON AREAS**

1. There are single, double and triple Apartments in the Students' Hall.
2. Under a Lease Agreement for a single Apartment, the Tenant has an exclusive and independent right to use the entire Apartment, including the facilities and equipment installed therein. Under a Lease Agreement for a double or triple Apartment, the Tenant has the right to use the part of the Apartment intended for that Tenant, and the right to use the Apartment and the facilities and equipment installed therein and intended for common use is shared with the other Tenant(s) occupying the Apartment.
3. Under the Lease Agreement, the Tenant has the right to:
  - 1) use the Apartment on terms and conditions as defined in the Agreement and the GTCL,
  - 2) use the facilities in the Apartment on terms and conditions as defined in the Agreement and the GTCL,
  - 3) have visitors between 8 AM and 10 PM provided that it does not prejudice the possibility to use the Apartment by its other Tenants freely and without disturbance, and the possibility to use other Apartments and Common Areas by other Tenants and their guests, and that the other Tenants of the Apartment do not expressly object.

- 4) in exceptional cases, one change (during the entire contract) place in the room, only with the consent of the building administration,
4. The Tenant has the right to use Common Areas and the facilities located therein (however use of some facilities is subject to a fee), as well as balconies regarded as Common Areas and accessible from the corridor.
5. The Apartment shall be used for residential purposes only. The Tenant shall not sublet the Apartment in part or in full or otherwise provide it to any third parties.

#### **§ 4**

#### **RESPONSIBILITIES OF THE TENANT**

1. The Tenant shall:
  - 1) comply with the provisions of the Agreement and the GTCL,
  - 2) comply with the Rules of the Students' Hall, if such are drawn up, and the rules of occupancy, including in particular those set out herein, especially make no noise that could disturb neighbours at night, the fine for disturbing quiet hours is 150 PLN,
  - 3) not disturb other Tenants at the Students' Hall or their guests by using the Apartment and Common Areas with respect for their rights and their freedom to use their Apartments and Common Areas,
  - 4) pay rent within the time limit as indicated in the GTCL, in a manner defined in the Agreement,
  - 5) keep the Apartment and Common Areas clean and tidy (the fine for not keeping common places clean is 50 PLN), in good working order and in compliance with health and hygiene rules, care about their facilities, aiming for no more than normal wear and tear, in particular care about stairways, staircases, corridors, utility rooms and kitchens and protect them from damage or devastation,
  - 6) update their personal details provided in the Agreement or the registration card whenever they change, in a notification e-mailed to UNIBASE,
  - 7) compensate UNIBASE for the damage to the Apartment or Common Areas, including the equipment or elements of the facilities, caused by the Tenant or persons for whom they are responsible (including guests); any damage resulting to the Apartment during the term of Lease shall be regarded as caused intentionally. In such a case, relevant damages shall be compensated on the basis of an invoice or other billing document issued by a party that repaired the damage or an estimate of costs drawn up by UNIBASE.
  - 8) provide rooms and common parts of segments for monthly technical inspection of electrical equipment and installations, fire protection installations and plumbing system.
  - 9) clean and give back the Apartment in the same condition as the Tenant received it at the beginning of the lease. If the Tenant does not clean the apartment, UNIBASE will charge the Tenant with an additional cost of 100 PLN.
2. It is forbidden in particular to:
  - 1) make any modifications to the Apartment, even if they do not alter its substance, without the express approval of UNIBASE, including construction changes, such as conversions or repairs, or changes to the use of the Apartment or Common Areas,
  - 2) modify or alter the substance of the Apartment or equipment found therein, including making self-made repairs, in particular to walls, floors, hard floorings, carpets or wall claddings, doors and windows, furniture, domestic appliances, water and sanitary fittings, radiators, etc.,

- 3) paint walls, floors, hard floorings, doors or windows, drill in walls, hammer in any elements or disturb them in any other way,
- 4) paint, wrap or otherwise interfere with the appearance or operation of domestic appliances, water and sanitary fittings, radiators, etc.,
- 5) cover, unscrew, or interfere with the work of detectors of the fire protection system. In the event of breaking this prohibition, there will be imposed a fine of PLN 150.
- 6) hang any paintings, posters, etc., both in the Apartment and in the Building by using tapes, adhesives, nails, plasticine, tacks, etc. (announcements and posters can be put up in a designated place with the express permission of UNIBASE),
- 7) use electrical or electronic equipment that consumes an amount of electricity above the normal level for students' halls (Bitcoin excavators, etc.), including equipment typically designed for business operations, e.g. manufacturing, production or similar activities,
- 8) throw any objects out of the windows in the Apartment or the Building,
- 9) use any other Apartment than the one that is covered by the Agreement, also when other Apartments in the segment remain without tenants,
- 10) use free beds for own purposes, in the Apartment, which is inhabited by the Tenant,
- 11) use mattresses and bed liners without pads and bedding. Significant damages or making them unsuitable to be used by subsequent tenants will result in imposing a fine on the Tenant to cover washing costs and to replace them for a new equipment.

## § 5

### RULES OF OCCUPANCY

1. It is forbidden to make any noise that could disturb the neighbours from 10:00 PM until 06:00 AM.
2. In segments, it is allowed to have a maximum 3 guests in one room in the case of a 3-person room or 2 guests in the case of a 2-person room. In a situation where the number of guests is higher than the regulations allow, residents are obliged to use common areas such as kitchen, lounge, game room, etc.
3. Student groups or organisations are allowed to operate in Common Areas by prior arrangement with the Landlord.
4. It is prohibited to:
  - 1) conduct any business activity in the Apartment, including production, sales, manufacturing, catering or any other professional or similar activities,
  - 2) keep animals, or unaccompanied children under the age of 13 on the premises,
  - 3) bring and consume alcohol within the building,
  - 4) consume, keep, manufacture or use unauthorised substances in the Students' Hall,
  - 5) store substances which are poisonous, stinky, flammable, toxic or otherwise hazardous to human life or health or cause nuisance to the environment in the Students' Hall,
  - 6) smoke cigarettes or e-cigarettes, or use tobacco heaters or similar devices at the Students' Hall (bongo, hookah, pipe). For smoking in UNIBASE, there will be imposed a fine of PLN 400. For smoking in the room, there will be imposed a fine of 1000 PLN, covering the total cost of refreshing the Apartment with the smell and sediment caused by smoking.
  - 7) burning candles and incenses,
  - 8) use devices which may damage the Apartment or the Students' Hall, or cause danger or nuisance to Tenants or their guests, e.g. use domestic appliances away from designated places, or cook, heat or store stinky or stale items in the Students' Hall,
  - 9) hang posters or announcements away from designated places in the Students' Hall.

5. In the event of a fire alarm in the Dormitory, the perpetrator will be charged for the cost of arrival of the fire brigade in accordance with the invoice received by Unibase. If the guilty person does not confess, the cost of arrival will be shared between the residents of the room or segment.
6. Any acts or omissions that may disturb the peace (residence, study or recreation) of other Tenants are not allowed, in particular those that may result in noise emissions above the normal level.
7. Any acts or omissions that violate public order or good morals are also prohibited.

## **§ 6**

### **RIGHTS AND OBLIGATIONS OF UNIBASE**

1. Under the Lease Agreement, UNIBASE shall:
  - 1) ensure the possibility of using/sharing the Apartment and Common Areas by the Tenant,
  - 2) clean and maintain Common Areas,
  - 3) make any repairs to the Students' Hall, including the Apartments, also to items whose modification or repair is prohibited for the Tenant,
  - 4) ensure water supply and sewage disposal to and from the Apartment, heat and power supply and Internet access, however, UNIBASE shall not be held liable for any interruptions in the supply of these services caused by or resulting from downtimes or faults on the part of providers.
2. UNIBASE has the right to:
  - 1) collect the rent in accordance with § 7 below,
  - 2) collect and recover any claims against the Security Deposit in accordance with § 7 below,
  - 3) entrust UNIBASE staff or third parties with the performance of UNIBASE's rights and obligations under the Lease Agreement,
  - 4) appoint, from among UNIBASE staff or third parties, an Administrator authorised to act for UNIBASE in certain activities,
  - 5) install video surveillance equipment in Common Areas, at the Reception Desk and at the entrance to the Students' Hall,
  - 6) transfer the Tenant to another room,
  - 7) enter the Apartment:
    - a) immediately in an emergency, including in particular in the event of a risk of damage, flooding, destruction or fire, or in the event of a reasonable suspicion that the Apartment is occupied by a person in need of help or that illegal activities are being carried out within or that applicable laws are being violated,
    - b) in order to carry out necessary repairs or maintenance work, or technical or other inspections, including those affecting the technical condition of the building and its use, as resulting from applicable laws, however, in order to exercise this right, UNIBASE shall notify the Tenant of the date of repair, maintenance work or inspection and may exercise the right to enter the Apartment only in the event of Tenant's absence in the Apartment on the specified date.
    - c) In order to check the cleanliness of the apartment and the correct use of items in the apartment.
  - 8) checking the cleanliness of the apartments and common areas including refrigerators and imposing penalties in accordance with §4 item 1. Paragraph 5).

**§ 7**  
**RENT AND OTHER FEES; SECURITY DEPOSIT**

1. The Tenant shall pay the Rent and the Fixed Fee under the Lease Agreement. The Tenant shall also pay a one-time Administrative Fee upon conclusion of the Agreement.
2. The Rent and the Fixed Fee shall be paid in amounts as defined in the Agreement, for each month of Lease.
3. The administrative fee is paid once at the conclusion of the first Agreement in the amount of 275PLN.
4. UNIBASE accepts payment of the Rent and the Fixed Fee:
  - 1) by authorising UNIBASE to make a monthly payment transaction,
  - 2) by direct debit,  
  
however, in both cases payment shall be made in advance, on the 3rd day of each month for the month in question,
  - 3) by bank transfer to UNIBASE bank account number PL10 8804 0000 0020 0201 5615 0006 for all payments in PLN or PL 26 88040000 0020 0201 5615 0009 for all payments in EURO by the 3rd day of each month, with the date of payment being the date on which UNIBASE account is credited with the amount of the Rent or the Fixed Fee, as appropriate.
5. The method of payment of the Rent and the Fixed Fee is indicated by the Tenant when concluding the Agreement. The Tenant shall make a relevant statement by checking an appropriate box under the 'Select payment method' header in the Application or by checking an appropriate statement in a written agreement.
6. If the Tenant selects payment by authorising UNIBASE to make a monthly payment transaction, the Tenant checks the following statement: "I choose a monthly payment" and thereby authorises the execution of a monthly payment transaction, i.e. payment of the Rent and the Fixed Fee.
7. If the Tenant selects payment by bank transfer in accordance with item 5 (3), the Tenant agrees to include their full name and Apartment number in each transfer description field.
8. The amount of the Security Deposit equals the sum of the Rent and the Fixed Fee for one month.
9. If the Tenant is a person permanently residing abroad, the amount of the Security Deposit due is increased by an additional amount equal to the sum of the Rent and the Fixed Fee for one month on account of the higher cost of enforcing any potential receivables.
10. Fees for partial months of the Lease, in particular if the Lease Agreement is made mid-month or expires before the end of the next full month, shall be prorated based on the duration of Lease in a given month in relation to the number of days in that month. The rental period results directly from the Agreement and is independent of the date of actual moving in or moving out of the Tenant from the Apartment.
11. The Security Deposit shall be paid in an appropriate amount within the time limit set forth in § 2 above.
12. The Security Deposit can be used to satisfy any claims of UNIBASE against the Tenant, in particular for delays in the payment of the Rent (and the Fixed Fee or claims for compensation of any damage to UNIBASE's assets or damage to third party assets, which UNIBASE is obliged, inter alia covering the cost of key cutting, keyrings and entrance cards if they are lost (penalty up to 170 PLN per set).
13. UNIBASE does not return to the Tenant the deposit in the event of resale by the Tenant the place in the dormitory to a third party.

14. In the event of any delay in the payment of the Rent or the Fixed Payment, UNIBASE shall e-mail a reminder to the Tenants who have selected the method of payment described in item 4 (3) above, 2 days after the due date. If no payment is received by the end of the 3<sup>rd</sup> day after the due date, UNIBASE shall be entitled to settle its claims from the Security Deposit, which shall be notified to the Tenant by e-mail. In such a case, the Tenant shall supplement the Security Deposit within 7 days from the date of receipt of the notice.
15. In accordance with the Lease Agreement, UNIBASE does not return the amount of Rent and the fixed Fee which are paid in advance.

## **§ 8**

### **AMENDMENTS TO THE AGREEMENT OR THE GTCL**

1. The GTCL can be amended by UNIBASE by displaying the relevant information in the Students' Hall and notifying the Tenant of any amendments by e-mail.
2. Any amendments to the GTCL shall become effective 14 days from the date of announcement.
3. In the event of amendment of the GTCL, the Tenant has the right to terminate the Lease with one month's notice.
4. If the Tenant terminates the Lease Agreement in accordance with item 3 above or if an amendment to the GTCL becomes effective during the Tenant's notice period, the previous version of the GTCL shall be binding on the Tenant until the termination of the Lease Agreement unless the amendment results from a change to relevant regulations, a court decision creating or altering rights or a decision of administrative authorities.

## **§ 9**

### **TERM AND TERMINATION OF RENTAL**

1. The Lease Agreement is made for a definite term as specified in the Agreement.
2. The Agreement is generally concluded for the following fixed periods:
  - 1) from 1 September of a given year to 30 July of the following year,
  - 2) from 1 September of a given year to 30 August of the following year,or for different periods in cases agreed on a case to case basis.
3. The Landlord may terminate the Lease without notice in the event of:
  - 1) delay in the payment of rent for two full payment periods,
  - 2) failure to supplement the Security Deposit within the time limit set forth in the GTCL,
  - 3) the Tenant damaging or making useless the Apartment or the Students' Hall, including any equipment or elements of the facilities located therein, or creating a threat to the safety of other Tenants or Students or to the public safety.
  - 4) gross or continuing violations of the provisions of the Agreement or the GTCL by the Tenant, in particular the Rules of Occupancy, and if any breach of the rules of social conduct and good neighbourly relations renders it impossible or difficult to use the other Apartments or Common Areas,
  - 5) subletting or otherwise renting out the Apartment or any part thereof to third parties,
  - 6) Tenant receiving guests against the provisions of the GTCL.
4. The Tenant may terminate the Lease without notice in the event of gross or continuing violations of the provisions of the Agreement by the Landlord or the GTCL specified in §6 section 1.
5. The Tenant may also terminate the Lease without the notice period, before the commencement of the Lease specified in the Agreement (prior to the issuance of the Apartment). If the notification is submitted within 60 days prior to the commencement of the Lease term, the Tenant

has the right to receive the entire amount of the paid Deposit. If the notification is submitted from 60 to 30 days before the beginning of the rental period, the Tenant has the right to reimbursement half the amount of the Deposit. If the notification is submitted less than 30 days before the beginning of the Lease term, the Deposit is not refundable. The administrative fee is not refundable regardless of notification period.

6. If the contract is terminated by the Lessee before the beginning of the lease period and contract has been physically signed by the Lessee, it has legal force and cannot be terminated.
7. In the event of an immediate termination of the contract by the Landlord, resulting from the provisions of §9 section 3, the deposit will not be returned.
8. Termination shall be made in writing or in a document form, in a declaration sent to the e-mail address of the other Party.

## **§ 10 EXPIRY OF RENTAL**

1. After the expiry of the Lease Agreement, the Tenant shall immediately, but no later than by 11:00 am on the last day of the contract's validity, return the Apartment to UNIBASE, free from any objects, persons, or other encumbrances, and return the Apartment's equipment and keys.
2. Delivery of the Apartment to UNIBASE shall be documented in an acceptance certificate. The final acceptance of the UNIBASE Apartment will take place after signing the delivery and acceptance protocol in the presence of the UNIBASE administration employee from Monday to Friday from 09:00 - 15:30. Tenant's refusal to sign the certificate shall result in the possibility to deliver it unilaterally by UNIBASE.
3. In the event of a delay in complying with the obligation to deliver the Apartment in accordance with item 1, the Tenant shall pay to UNIBASE liquidated damages in the amount of 5/30 of the Rent plus an Administrative Fee for each day of delay, which does not prejudice the possibility to seek compensation for the damage in excess of the amount of liquidated damages on general terms. UNIBASE has the right to settle its claims for liquidated damages and compensation from the Security Deposit.
4. After the expiry of the Lease, but no earlier than within 14 days from the end of the rental agreement, in accordance with item 1, the Security Deposit shall, after any deductions, be refunded to the Tenant by payment effected to the bank account indicated by the Tenant (Resident) by e-mail, provided that such indication is made prior to the transfer.
5. All costs of commissions and fees related to the return of the deposit are covered by the Lessee.
6. If the Tenant leaves any objects in the Apartment after the expiry of the Lease and no mention to this effect is included in the delivery certificate, UNIBASE shall ask the Tenant by e-mail to collect any such objects within 3 days from the date of receipt of the notice. After the lapse of this period, UNIBASE shall be entitled to collect such objects, remove them from the Apartment and store them at a place of its choice at the risk and expense of the Tenant, and the Tenant shall be notified accordingly in a separate e-mail.
7. Moreover, the Agreement shall terminate automatically if the Tenant fails to receive the Apartment within the time limit set forth in the Agreement 3 days after the date set for the receipt, if there are other third parties interested in his place in the dormitory, with the possibility of changing the date set for the receipt of the Apartment at the request of the user. The period can be extended by UNIBASE in a document form (e-mail sent to an address provided during registration in the Application or other address indicated by the user).
8. In the event of termination of the Agreement, including on the basis of § item 7, or in the event of withdrawal by the Tenant in accordance with applicable regulations, if the Tenant has executed any payments on account of the Agreement, they shall not be refunded.

9. In accordance with §1 item 3, a person who ceases to be a student or a learner still binds the rental agreement during the term of the contract.

## **§ 11**

### **FINAL PROVISIONS**

1. The possibility to set off any receivables due to the Tenant against UNIBASE against any receivables related to the payment of the Rent, Administrative Fee or the Security Deposit is expressly excluded.
2. Amendments to the Agreement other than amendments to the GTCL must be agreed by the Parties and made in writing, otherwise being null and void.
3. The Lease relationship shall be governed by Polish law, in particular the Civil Code shall apply to these General Terms and Conditions of Lease and the Agreement.
4. The court competent to hear cases related to this Agreement shall be a common court having jurisdiction over the location of the Students' Hall.
5. If the Agreement is drawn up in two language versions, the Polish version shall prevail and have priority.