

GENERAL TERMS AND CONDITIONS

Immocto - Studio Casa Kft

Effective as of 21 July 2025

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I. GENERAL PROVISIONS

1. DETAILS OF THE SERVICE PROVIDER

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| Name of the Service Provider: | Studio Casa Korlátolt Felelősségű Társaság |
| Registered office of the Service Provider: | H-1068 Budapest, Király utca 102. |
| Company registration number of the Service Provider: | 01 09 906350 |
| Tax number of the Service Provider: | 14494635-2-42 |
| Representative of the Service Provider: | SZABÓ László, Managing Director |
| E-mail address of the Customer Support: | info@immocto.com |
| Telephone number of the Customer Support: | +36 20 278 1822 |

2. DEFINITIONS

Data: means any data, fact, or information provided by the User to the Service Provider under this Agreement, excluding any personal data supplied by the User.

Database: means a database created by the Service Provider during the organization of the Data, which constitutes a database under Act No. LXXVI of 1999 on Copyright.

Privacy Policy: means the policy of the Service Provider regarding the processing, protection, and erasure of personal data provided by the User, in accordance with the applicable European Union and Hungarian laws.

GTC: means this document, which contains the General Terms and Conditions of the Agreement concluded between the Service Provider and the User.

Lease Period: means the period during which the User may lawfully occupy the Real Estate under the Agreement.

Lease Agreement: means a medium-term lease agreement concluded in writing between the User and the Service Provider, executed as a separate document, governing the lease. Whenever these GTC refers to the 'Lease Agreement', it shall be understood to include the lease agreement template constituting Annex 1 to these GTC.

Individual Agreement: means a written mandate agreement for real estate brokerage concluded between the Owner and the Service Provider.

Parties: means the Service Provider and the User collectively.

User: means the natural person or legal entity that concludes an Agreement with the Service Provider under these GTC.

Booking: means the declaration of intent made by the User to the Service Provider to lease specified Real Estate for a pre-determined period, in exchange for which the User undertakes and fulfils the payment of the fee.

Consumer: means a natural person acting outside their profession, independent occupation, or business activity, as defined in Point 3 of Paragraph 1 of Section 1 of Act No. 8 of the Hungarian Civil Code.

Listing: means the public display of the Real Estate on the Website and other accommodation booking platforms.

Real Estate: means the real estate owned by the Owner which the Service Provider is entitled to list and lease to Users under an Individual Agreement concluded with the Owner.

Declaration of Intent: means a declaration of intent intended to create, modify, or terminate the Agreement.

Government Decree: means Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses.

Medium-Term Real Estate Lease: means a period of occupancy exceeding 28 days but not exceeding 12 months, in respect of which Chapter IV of these GTC establishes special rules.

Visitor: means a natural person who browses or uses the Website without entering into an Agreement with the Service Provider.

Civil Code: means Act V of 2013 on the Civil Code.

Short-Term Real Estate Lease: means an accommodation service, usually provided for a period of occupancy of a few days or weeks, in real estate specifically designed and authorized for this purpose.

Accommodation: means the Real Estate available for booking under the terms of these GTC.

Intellectual Property: means artistic, literary, scientific, and other works or creations that are protected by law – either by operation of law or through an administrative procedure – including, but not limited to, software, databases, photographs, diagrams, images, drawings, logos, mottos, and word combinations.

Agreement: means the legal relationship arising from a Booking between the Service Provider and the User under these GTC for the provision of the Service for a fixed term.

Service: means all obligations of the Service Provider set out in these GTC, including, but not limited to, operating the Website, providing the Real Estate for a fixed term, and maintaining the availability of the Services.

Service Fee: means the fee paid by the User to the Service Provider for the use of a chargeable Service.

Service Provider: means Studio Casa Korlátolt Felelősségű Társaság

Owner: means the owner of the Real Estate.

Website or Interface or Platform: means the www.immocto.com website, including all its subpages, in particular <https://rent.immocto.com> and <https://booking.immocto.com>, but not limited to them.

3. SCOPE AND INTERPRETATION OF THESE GTC

- 3.1. The scope of these GTC applies to all Users and the Service Provider and governs the lease of Real Estate listed by the Service Provider on the Website or other accommodation booking platforms and booked by the User, covering the entire lease term under any Agreement concluded between the Parties.
- 3.2. These GTC set out the rights and obligations of the Service Provider and the User regarding the provision and use of the Service.
- 3.3. These GTC shall be effective for all newly concluded Agreements as of the date of their publication.
- 3.4. If there is any discrepancy between these GTC and the Agreement, the provisions of the Agreement shall take precedence.
- 3.5. Capitalized terms in these GTC shall be deemed to include the same terms written in lowercase, and singular terms shall be deemed to include the plural, and vice versa. For the purposes of interpreting these GTC, where appropriate, the term 'User' shall be deemed to include the term 'Visitor'.
- 3.6. In matters not regulated by these GTC, Hungarian law shall apply, in particular the Civil Code and the relevant Government Decrees.

4. ACCEPTANCE AND MODIFICATION OF THESE GTC

- 4.1. Visitors to the Website who do not enter into an Agreement with the Service Provider shall be deemed to have accepted the relevant provisions of these GTC by their browsing and use of the Website, by conduct implying such acceptance.
- 4.2. By using the Service, the User acknowledges and accepts these GTC in effect at the time, which is published on the website of Studio Casa Kft. (www.immocto.com) for prior review and is continuously accessible.
- 4.3. The Service Provider informs the User that, as the Real Estate listed on the Website may also be listed on other accommodation booking platforms, any booking made through such platforms is subject to these GTC, which the User expressly accepts at the time of booking.
- 4.4. The Service Provider shall be entitled to unilaterally modify these GTC, which constitute part of the Agreement. The Service Provider shall notify the Users of any unilateral modification of the Agreement on the webpage <https://immocto.com/aszf>.

4.5. The offering of new Services shall not constitute an amendment to the existing Agreement or these GTC, as a new Service is only provided to the User upon request, and therefore such Services do not alter the User's existing Agreement or the terms established in these GTC.

4.6. The adoption of new GTC provisions or the amendment of existing ones shall not constitute a modification of the existing Agreement, provided that such changes do not affect the User's Agreement; furthermore, administrative changes shall likewise not be deemed modifications.

5. SUBJECT OF THE AGREEMENT

5.1. Pursuant to the Agreement, the Service Provider shall provide the fee-based Service, and the User shall pay the corresponding Service Fee.

5.2. The Agreement governs a relationship concerning the lease of Real Estate or the provision of accommodation services, under which the rights and obligations of the User and the Service Provider are determined by these GTC. Under this relationship, the Service Provider acts as an agent on behalf of and representing the Owner of the Real Estate, in accordance with the individual agreement between the Owner and the Service Provider, and is authorized to list the Owner's Real Estate on the Website and other accommodation booking platforms and to make it available for lease to the User. In accordance with these GTC, if the Agreement concerns the mid-term lease of Real Estate, the Parties may additionally enter into a separate written Lease Agreement as a supplement, specifying the individual and detailed conditions of occupancy. Should the Parties not conclude such a separate Lease Agreement, the provisions of the lease agreement template set out in Annex 1 to these GTC shall govern the mid-term lease, with any unfilled sections of the template, including, in particular, the sections about the precise identification of the Real Estate, the lease fee, and the lease term, being interpreted and applied in accordance with the data specified in these GTC and in the Booking made thereunder.

6. CO-OPERATION OF THE PARTIES

6.1. Throughout the term of the Agreement, the Parties shall adhere to applicable laws, the provisions of these GTC, and fundamental societal and ethical standards.

6.2. Throughout the term of the Agreement, the Parties shall conduct themselves in good faith and in a fair manner, in accordance with the general principles of civil law. The Parties shall exercise their rights under law and these GTC in a proper manner and shall refrain from any abuse of rights.

6.3. The Parties shall co-operate with one another throughout the conclusion, duration, and termination of the Agreement, as well as in the exercise of their rights and the performance of their obligations, and shall notify each other without delay of any material circumstances pertaining to the Agreement.

7. DECLARATIONS OF THE PARTIES

Declarations of the Service Provider

7.1. The Service Provider shall use its best efforts to operate the Platform with minimal interruptions; however, it does not guarantee the continuous availability of the Platform.

7.2. The Service Provider reserves the right to modify the Services and Terms available on the Website at any time.

7.3. The Service Provider shall be entitled to terminate the operation of the Website at any time without providing prior notice to the User.

7.4. The Service Provider endeavours to ensure the accuracy of the information on the Website; however, it shall not be responsible for any errors, typos, or omissions in updating data, except with respect to material matters concerning the Real Estate, including, but not limited to, errors related to its location, the number of rooms, bathrooms, or beds.

7.5. The Listings on the Website are provided for informational purposes only and shall not be considered a binding offer. The Service Provider reserves the right to make changes to the details of the Real Estate.

7.6. The Service Provider shall not be held liable for any external attacks, including SQL attacks, affecting the Website or its operating server. The Service Provider shall not be held liable if, due to an attack on the Website or its server, the User cannot access the Website, receives erroneous system messages, or any of the User's stored data is lost as a result of such external attacks.

7.7. The Service Provider shall not be held liable for any data loss if the User closes the Website during use or if the connection to the Website is interrupted for any reason.

7.8. The Service Provider, which creates and administers the Website, shall use all available means to ensure that the Website is technically secure for users. The Service Provider shall not be held liable for any damages arising from connecting to or using the Website improperly, including, without limitation, data loss caused by internet outages, routing

errors, unexpected technical malfunctions, computer viruses, or other malicious attacks targeting the Website.

7.9. Users are required to ensure that they have the necessary knowledge and meet the technical requirements to use the Website.

7.10. The Service Provider represents and warrants that it has full authorization to lease the Real Estate listed on the Website.

Declarations of the User

7.11. The User shall use the Website exclusively for its intended purposes and lawful activities and shall not exploit the Website's functions to facilitate unlawful acts or interfere with other Users; furthermore, the User undertakes not to engage in any conduct that may jeopardize the security of the Website or the data of other Users (e.g. introducing malware, accessing data without authorization).

7.12. The User represents and warrants that they shall not engage in any conduct that may disrupt or impede the operation of the Website, including any unauthorized attempts to access the platform, its systems, or databases.

7.13. The User acknowledges and agrees that they are solely responsible for all decisions made in connection with the use of the Website, and that such decisions fall entirely within their own responsibility.

7.14. The User acknowledges that any links to external websites on the Website are included for informational purposes only and do not imply any endorsement or sponsorship of the content of those websites. The User acknowledges and agrees that accessing or using the linked websites is at their sole risk, and the Website operator disclaims any liability for the content of such websites.

7.15. The User undertakes that any content and information available on the Website shall be used solely for personal purposes and shall not violate the intellectual property rights of the Service Provider in connection with the Website.

8. INTELLECTUAL PROPERTY

8.1. Intellectual Property Rights of the Service Provider:

8.1.1. The following shall be considered the Intellectual Property of the Service Provider: all elements of the Services, in particular but not limited to the Platform, its software, source code, search engines, the Database, domain names associated with

the Website, and any secondary domain names derived therefrom, texts and images displayed on the Platform and edited by the Service Provider, the 'Immocto' name and its graphical design and colour scheme, as well as the entire visual appearance of the Website, including all documents, figures, and other content displayed on the Website.

8.1.2. Any use of the Service Provider's Intellectual Property in any form shall be permitted solely on the basis of a separate agreement with the Service Provider. The use of the Platform and the Services shall not be interpreted as granting the User any rights to use the Service Provider's Intellectual Property.

8.1.3. The Service Provider's Intellectual Property is legally protected, primarily under copyright and trademark law, and any violation may result in civil and/or criminal liability.

9. INFORMATION FOR USERS QUALIFYING AS CONSUMERS

9.1.If the Service Provider engages in any conduct in connection with the provision of the Services that violates consumer protection rules, any User qualifying as a Consumer may file a complaint with the National Authority for Trade and Consumer Protection (H-1088 Budapest, József krt. 6.) or initiate proceedings before the Budapest Conciliation Board having jurisdiction over the Service Provider's registered office (address: H-1016 Budapest, Krisztina krt. 99., telephone: +36 1 488 2131, e-mail: bekelteto.testulet@bkik.hu).

9.2.Users qualifying as Consumers may consult information on consumer protection regulations at the following website: <http://fogyasztovedelem.kormany.hu/>.

9.3.Users qualifying as Consumers may also exercise their rights of withdrawal and termination under the Government Decree by means of a written declaration.

10. DATA PROCESSING

The Service Provider declares that any personal data obtained in the course of its activities shall be recorded, stored, processed, and erased in accordance with the applicable legal provisions. The Service Provider informs the User about data processing and data protection in a separate Privacy Policy, which is available at the following link: <https://immocto.com/adatvedelmi-szabalyzat>.

11. CONTACT

11.1. The Parties shall maintain contact with each other via the contact details provided for the Service Provider or as specified in the Agreement, by e-mail or telephone.

11.2. The User may send any Declarations related to the Agreement by the following methods and to the following addresses:

11.2.1. In the form of an electronic message, via the designated section on the Platform or to the e-mail address info@immocto.com.

11.2.2. By telephone at +36 20 278 1822.

11.2.3. By registered mail with an acknowledgement of receipt to the Service Provider at H-1068 Budapest, Király utca 102.

11.3. The Service Provider shall respond to any Declarations submitted by the User within 15 business days of receipt.

12. COMPLAINT HANDLING

12.1. Should the User wish to make a complaint concerning the Services, or notify the Service Provider of any issue or dissatisfaction, this may be done orally, in person, by telephone, or in writing via the Service Provider's designated customer service e-mail address. The User shall include in the complaint their name, contact details, the subject and a detailed description of the complaint, as well as any proposed solution to address the issue.

12.2. Where a complaint is made verbally, the Service Provider shall review it without undue delay and, where appropriate, take the necessary steps to resolve the issue. Should the User disagree with the handling of the complaint, or if an immediate investigation cannot be carried out, the Parties shall document the matter in a written record, and a copy of this record shall be handed over to the User by the Service Provider in the case of a complaint submitted in person, or, in the case of a complaint submitted by telephone, the Service Provider shall send a copy of the record to the User within 30 days together with a substantive response to the complaint.

12.3. Where a complaint is submitted in writing, the Service Provider shall review it within 30 days of receipt and respond to the User in writing with a substantive answer, providing justification in the event that the complaint is rejected.

12.4. Should the User submit a complaint with identical content to one that has already been investigated, the Service Provider shall abstain from conducting a further investigation.

13. FORCE MAJEURE

- 13.1. In the event of force majeure, the Service Provider shall inform the affected User without undue delay and shall take reasonable measures to minimize the effects on the Service. The User shall have no right to claim compensation for losses arising from such events.
- 13.2. The Service Provider shall bear no liability for any damages to the Real Estate resulting from force majeure and shall not be held responsible for any damages caused by the User intentionally or through negligent conduct.

14. FINAL PROVISIONS

- 14.1. Subject to the exceptions set forth in the Agreement, the User shall not assign or transfer any claims or rights arising under the Agreement without the prior written approval of the Service Provider.
- 14.2. In the event that any provision of the Agreement is found to be invalid or unenforceable, the Parties shall use their best efforts to substitute the invalid or unenforceable provision with a valid one through mutual agreement. The Parties undertake mutually that, in the event of such circumstances, they shall engage in negotiations to replace the invalid provision and shall strive to agree on a new provision that most closely aligns with the purpose of the Agreement and the Parties' intentions in entering into the contract.
- 14.3. The Parties shall maintain as confidential all business and other data, facts, and information relating to the other Party that come to their attention in connection with the Agreement; this duty shall remain in effect even after the termination of the contractual relationship. Only the other Party may grant an exemption from the confidentiality obligation. Any damages caused to the other Party or to third parties as a result of a breach of this obligation shall be compensated by the Party in breach.
- 14.4. The Parties expressly agree that the rule prohibiting tacit waiver shall also govern their legal relationship, and accordingly, if at any time either Party is unable to require the other Party to fulfil any obligation set forth in the Agreement, this shall not constitute a waiver of the right to enforce compliance with the contractual obligations in the future. The rule prohibiting tacit waiver shall also apply in cases where a provision is violated by a Party and the other Party does not act immediately, and such failure to act shall not be interpreted as the non-breaching Party's consent to any subsequent violations of the provision.
- 14.5. Any waiver of rights shall be effective solely if made through an express written declaration.
- 14.6. The Parties hereby agree that these General Terms and Conditions shall be interpreted in accordance with Hungarian law, and that the Agreement shall be governed exclusively by Hungarian law.

14.7. The Parties shall endeavour to settle any disputes arising between them by amicable means. Should amicable settlement fail, the Parties submit to the jurisdiction of the Central District Court of Pest for any disputes falling within the competence of the local courts. In respect of any proceedings within the jurisdiction of a Regional Court, the Parties hereby submit to the jurisdiction of the Budapest-Capital Regional Court.

II. USE OF THE WEBSITE AND ITS FUNCTIONS

1.1. Users are permitted to freely browse the content and services provided on the Website.

1.2. The 'Services' tab of the Website contains a list of activities performed by the Service Provider, together with their respective details, as follows:

Real Estate Management

- a. Short-term
- b. Medium-term
- c. Long-term

MyImmoto

Additional Services

- d. Accommodation Licencing
- e. Home Staging
- f. Real Estate Photography
- g. Textile Rental Service
- h. Renovation Project Management
- i. Cleaning / Extra Thorough Cleaning

1.3. In relation to the activities set out in the preceding section, the Website solely facilitates obtaining information and establishing contact, and the use of a respective function is conditional upon entering into an individual agreement. The purpose of establishing contact is to assess the User's needs and to discuss the details of the process. As a result of the negotiations, the Service Provider and the Owner may enter into an individual agreement setting out the specific terms of their co-operation. Such individual agreements do not fall within the scope of these GTC.

1.3.1. The contact form can be accessed under the selected activity by clicking the 'Request a Quote' button, and submitting the request requires providing the following data: name, e-mail, telephone number, and message.

1.3.2. Follow-up will be based on the received message. The Service Provider shall contact the User via e-mail or telephone within three business days following the receipt of the message. During the contact process, the Service Provider shall provide the User with information regarding the selected function, associated costs, and the process for entering into an individual agreement.

- 6.1. The 'Real Estate Search – Short-term Lease' subpage, located at the top right corner of the Website (booking.immocto.com), provides an interface for searching Real Estate and a list of properties which the Service Provider is authorized to manage under individual agreements with the Owners, enabling the provision of lease or accommodation services to the User. The terms and conditions for such provision are set out in Chapter III, entitled 'Booking Conditions'.

III. BOOKING CONDITIONS

1. LIST OF REAL ESTATE AVAILABLE FOR LEASE AS ACCOMMODATION

- 1.1. On the Service Provider's Website, via the English-language subpage 'Accommodation' located at the top right corner (www.booking.immocto.com), the User may browse the Real Estate available for accommodation services (short-term lease) listed under the 'All properties' menu.
- 1.2. Users may search for Real Estate by providing the location, number of guests, and dates, and the search may be further refined by clicking the 'More filters' button, allowing, among other options, the setting of a price range, specification of the number of rooms and bathrooms, and filtering according to amenities and guest reviews.
- 1.3. The Real Estate listed on the Website may be leased on a short-term or medium-term basis, with medium-term leases being governed by the special provisions contained in Chapter IV of these GTC, entitled 'Special Provisions for Medium-term Lease'.
- 1.4. The User may inform themselves of the characteristics and amenities of each Real Estate by referring to the images, detailed descriptions, and other information provided on the respective Real Estate's Listing page. The Service Provider shall take all reasonable measures to ensure that the information provided is accurate and current; nevertheless, discrepancies may exist between the actual condition of the Real Estate and the information presented, and the Service Provider shall not be held liable for any such discrepancies.

2. CONCLUSION OF THE AGREEMENT

- 2.1. The Agreement shall always be concluded for a fixed term.
- 2.2. The Agreement shall be entered into electronically via the booking process. No registration is necessary to complete a booking.

- 2.3. The User acknowledges that, under the Agreement, they are granted a limited right to enter, occupy, and use the Real Estate, and that they must vacate the premises at the end of the lease term. The Service Provider reserves the right to access the Real Estate during the User's occupancy, at a mutually agreed time wherever possible, provided that (i) such access is reasonably necessary, and (ii) permitted under applicable law.
- 2.4. The User agrees to abide by these GTC and all applicable local and other laws throughout their occupancy of the Real Estate, and acknowledges that any breach may result in the Service Provider taking legal measures.
- 2.5. The language of the Agreement shall be Hungarian by default. Should the User not speak Hungarian or request the Agreement to be executed in English, the language of the Agreement shall be English. The original version of these GTC is in Hungarian. Should any dispute arise concerning the provisions of these GTC, or in the event of any inconsistency between the Hungarian and English versions, the Hungarian-language version shall govern.

Booking via the Website's Booking Interface

- 2.6. The User may book the selected Real Estate on its respective Listing page. After selecting the period and specifying the number of Users, the User may initiate the booking process by clicking the '*Book Now*' button.
- 2.7. After initiating the booking process, the Website redirects the User to the '*Contact*' section, where the User is required to provide the following mandatory information: e-mail address, surname, first name, country, and telephone number. The User may also optionally provide any comments related to the booking.
- 2.8. Should the User select a time period during the booking process that is already booked, or if the Real Estate is available solely for a longer-term lease, the Website will display an error message and will not proceed to redirect the User to the '*Contact*' section. In such cases, the booking process shall not proceed, and the User shall be required to choose an alternative time period or another Real Estate to finalize the booking. The system shall automatically verify the bookable periods and permit bookings only within available time slots.
- 2.9. In order to complete the booking, the User shall click the '*Continue to Payment*' button and submit the required payment information. Upon entering the payment details, the corresponding amount shall be displayed in the '*Pay*' field. By clicking this field and completing the payment, the booking shall be deemed finalized, and the User shall receive the booking confirmation immediately, or at the latest within one business day.

- 2.10. The booking confirmation shall in all cases specify the address of the Real Estate, the booking period, the number of individuals, the total Service Fee, and the procedures for occupying and vacating the Real Estate. Should the Service Provider be unable to immediately confirm the booking, neither the booking confirmation nor the acceptance of payment shall take effect until the Service Provider approves the booking. Should the Service Provider fail to approve or reject the booking within one business day, the booking shall be deemed not concluded, and the User may initiate a new booking. The booking confirmation shall only be sent upon successful approval of the booking. In case of a technical error, the Service Provider shall be reachable by e-mail or telephone.

Booking by Submitting a Booking Request

- 2.11. Should the User require additional information before completing a booking, they may either send a booking request through the selected Real Estate's Listing page or contact the Service Provider via e-mail or telephone.
- 2.12. Should the contact lead to a booking, the User may exceptionally fulfil their obligation to pay the fee by bank transfer, notwithstanding the payment terms specified in Chapter 3, entitled 'Service Fee'.

3. SERVICE FEE

- 3.1. The Parties agree that the User shall have no right to terminate the fixed-term, fee-based Services for the duration of the booking. In this regard, the Parties record, and the User acknowledges, that should the User fail to make use of the fee-based Services for any reason within their control, or should the User terminate the Agreement, the Service Fee, or any pro rata portion thereof, shall not be subject to claim or refund.
- 3.2. The Service Provider shall be entitled to unilaterally modify the Service Fee. The Service Provider shall disclose any modified or newly introduced Service Fees on the Platform, and such Fees shall become effective upon publication, provided that they shall apply exclusively to Agreements entered into after the effective date.
- 3.3. The Service Provider shall issue an invoice for the Service Fee. Following the issuance of an invoice, amendments to the billing information may only be requested in the event of typographical errors.
- 3.4. The Service Provider shall facilitate payment of the Service Fee by redirecting the User from the Website to the payment page operated by STRIPE Inc., where the User may effect payment by submitting their bank card information. The Service Provider hereby notifies the User that, in connection with data processing by STRIPE Inc., detailed information is available in the Privacy Policy of the immocto.com website.

- 3.5. The reservation of the Real Estate shall only be permitted upon full prepayment of the Service Fee. The Service Fee is all-inclusive and covers the accommodation fee/rental fee, value-added tax, tourist tax, and the cleaning fee applicable per occupancy period.
- 3.6. Should the User book on or after the 14th day preceding the commencement of the selected period, the entire Service Fee shall be payable in full in advance at the time of booking.
- 3.7. Where the reservation is made at least 14 days before the commencement of the selected period, the Service Fee shall be due in two instalments:
- (a) 50% shall be payable in advance upon booking;
 - (b) The remaining 50% shall be payable on the 14th day preceding arrival. In such cases, the Service Provider shall automatically debit the User's bank card for the outstanding balance. Should the card have insufficient funds, the User shall provide valid replacement card details within 24 hours or settle the payment by alternative means; in the absence of such payment, the Service Provider reserves the right to cancel the booking.
- 3.8. The Website enables the User to view the Service Fee in various currencies. The converted amounts are provided for reference purposes only, and the final amount may vary in accordance with the exchange rates and fees applied by the payment service providers. The Service Provider accepts no liability for any differences resulting from currency conversion.
- 3.9. The User shall be responsible for making the payment on time and for retaining evidence of such payment.

Security Deposit

- 3.10. The Service Provider may condition the booking on the payment of a security deposit in order to secure the booking and protect the condition of the Real Estate. Where the Service Provider imposes a security deposit, possession of the Real Estate shall only be granted upon payment thereof. The amount of the security deposit may differ for each Real Estate, and, in the case of medium-term bookings, the amount shall be disclosed on the Listing page.
- 3.11. The Guest shall pay the security deposit via bank card or by advance bank transfer to the account designated by the Service Provider, no later than 14 days prior to check-in. The Service Provider reserves the right to rescind the Agreement should the security deposit not be paid.

- 3.12. The Service Provider shall conduct an inspection of the Real Estate following check-out. Should the Real Estate be found in satisfactory condition and no circumstances warrant a deduction from the security deposit, the entire security deposit shall be refunded. The refund shall be effected via bank transfer to the account specified by the Guest, no later than 30 calendar days following check-out in the case of payments made by bank transfer, or no later than 14 calendar days following check-out in the case of payments made by bank card.
- 3.13. The security deposit shall only be applied in the event that the User causes damage to the Real Estate, breaches the House Rules, or incurs other costs attributable to use of the property beyond its intended purpose during the booking period. This shall include, without limitation:
- 3.13.1. Any damage to or misappropriation of the furnishings and equipment of the Real Estate;
- 3.13.2. Extraordinary cleaning costs arising as a result of the Real Estate not being returned in a clean condition.
- 3.14. Should it become necessary to make a deduction from the security deposit, the Service Provider shall provide written details of such deduction upon the User's request. The settlement shall specify the exact nature and rationale of any damages or other costs. Upon receipt of the notification of any deduction, the Guest shall be entitled to lodge a written objection within three days. If no such objection is submitted, the Guest shall be deemed to have acknowledged and accepted the deduction.

4. MODIFICATION OF THE AGREEMENT

- 4.1. The User and the Service Provider may amend the Agreement jointly, provided that the amendment concerns a matter agreed upon by both Parties. Any amendments shall specify the precise modifications and the date on which the amended terms shall take effect.
- 4.2. The User may submit any request for amendment to the Service Provider via e-mail or telephone. The Service Provider shall inform the User of the amendment request and its acceptance or rejection without delay, and in any event no later than five days from receipt of the request.
- 4.3. The Service Provider may only approve an amendment to the booking subject to available capacity. The User acknowledges that, depending on the nature of the requested amendment, it may entail additional costs.
- 4.4. Should the Service Provider decline the amendment request, or should it be impossible to fulfil the requested amendment, the User shall be entitled to retain the original booking, which shall remain effective in accordance with the applicable terms. Should the User

decline to accept the terms of the original booking, the booking may be cancelled in accordance with the conditions set forth for the termination of the Agreement.

- 4.5. Should a date change be requested and approved by the Service Provider, and such request is made within 14 days prior to the original arrival date, the User acknowledges that the Service Fee corresponding to the original date shall not be refunded.
- 4.6. Should the modification result in an increase of the Service Fee due to the new date, the Real Estate, or other applicable conditions, the User shall pay the resulting difference. Should the fee for the modified booking be lower, the Service Provider may only refund the difference in the case of amendments requested no later than 14 days before the arrival date; in all other cases, the Service Provider shall be entitled to retain the original fee.
- 4.7. Should the User amend the same booking more than once, the Service Provider may impose an additional administrative fee for the second and any subsequent amendments, equal to 5% of the total booking amount, but not exceeding EUR 50.

5. TERMINATION OF THE AGREEMENT

- 5.1. The Agreement may be terminated by mutual agreement of the Parties, by extraordinary termination, or, in the cases and under the conditions provided by applicable law, by withdrawal. The Parties shall have no right to terminate the Agreement by ordinary termination.
- 5.2. A material breach of any obligation stipulated in these GTC shall constitute grounds for extraordinary termination. Even a single instance of a material breach shall constitute grounds for termination with immediate effect. The Service Provider may refuse to conclude any subsequent Agreement with Users whose Agreement was terminated with immediate effect.
- 5.3. Any declaration for the termination of the Agreement shall be made in writing and may be submitted by the Parties via the postal or e-mail address provided for correspondence, and the Service Provider shall confirm receipt of such declaration without delay, and in any event within five days of receipt.
- 5.4. Upon termination of the Agreement for any reason, the Parties shall settle all outstanding matters with each other without delay, and the User shall vacate the Real Estate.
- 5.5. Should the User terminate the Agreement at least 30 days before the scheduled arrival date, the User shall be entitled to a full refund (100%) of any advance payment made. Should the User terminate the Agreement between 14 and 30 days before the scheduled arrival date, the User shall be entitled to a refund of 50% of any advance payment made.

Should the cancellation take place within 14 days before the scheduled arrival date, any amounts paid shall be non-refundable.

6. TERMS OF REFUND

- 6.1. The Service Provider shall refund the Service Fee, irrespective of the reason, within 14 business days for payments made by bank card, and within 30 calendar days for payments made by bank transfer. The Service Provider further notifies the User that refunds for payments made by bank card shall be effected by reversing the transaction, while refunds for payments made by bank transfer shall be effected via bank transfer. The Service Provider shall not effect any refund in a manner other than that provided for in this clause.
- 6.2. The Service Provider shall effect the refund in the currency in which the payment was originally made. The User shall be liable for any transaction fees and any currency conversion charges applied by their bank.

Cases Eligible for Refund

- 6.3. The Service Provider shall only refund the amount paid by the User if one of the following conditions is met:
- 6.3.1. **Cancellation More Than 30 Days Prior to Arrival:** Should the User cancel the booking at least 30 days before the scheduled arrival date, the full amount paid (100%) shall be refunded.
- 6.3.2. **Cancellation More Than 14 Days Prior to Arrival:** Should the User cancel the booking between more than 14 and up to 30 days before the scheduled arrival date, 50% of the amount paid shall be refunded.
- 6.3.3. **Cancellation by the Service Provider:** Should the Service Provider cancel the booking for reasons beyond the User's control, the full amount paid shall be refunded.
- 6.3.4. **Unavailability of the Real Estate:** Should the booked Real Estate be unavailable for the agreed-upon period (for example, if it has already been booked, no longer exists, or has become unfit for use), the full amount paid shall be refunded.
- 6.3.5. **Force Majeure:** Should any unforeseeable force majeure occur, not attributable to the User, which prevents the User from taking possession of the Real Estate, the full amount paid shall be refunded. **However, changes in plans, travel delays, and illnesses shall not be regarded as force majeure and shall be deemed to fall within the User's own risk.**

Non-Refundable Cases

6.4. The Service Provider shall not refund any amounts paid should any of the following conditions apply:

- (a) The User requests a modification or cancellation of the booking within 14 days of the scheduled arrival date.
- (b) The User has made a booking at a non-refundable rate and cancels the booking at any time.
- (c) The User does not arrive by 5:00 am on the day after the arrival date and fails to notify the Service Provider of any delayed arrival ('no-show').
- (d) The Real Estate does not conform to the User's personal, ideological, or religious preferences.
- (e) The cleanliness of the Real Estate falls short of the User's expectations.
- (f) The Real Estate is situated in an area with lower security, or is inconsistent with the User's personal preferences (for example, due to incompatible roommates or residential community).
- (g) The Real Estate has minor defects that could not have been foreseen.
- (h) The Real Estate is unavailable due to a change in the User's intended arrival (for example, as a result of travel delays, illness, or other personal circumstances).
- (i) The Real Estate exhibits worn furniture, improperly painted walls, or other minor aesthetic modifications, or there are minor discrepancies between the furniture depicted in the Listing and the furniture provided in the Real Estate (for example, a different bed of equivalent size).
- (j) Any other circumstances where the issue does not materially impair the usability or suitability of the Real Estate and, in the Service Provider's sole discretion, does not warrant a refund.

7. ARRIVAL AT AND DEPARTURE FROM THE REAL ESTATE

7.1. The User shall receive information concerning the check-in and check-out times and procedures of the Real Estate via e-mail, no later than five days prior to taking possession. Should the User complete the booking less than five days prior to taking possession of the Real Estate, the information shall be provided immediately in the booking confirmation e-mail.

7.2. The User may take possession of the Real Estate on the day of arrival no earlier than 16:00, and shall vacate the Real Estate on the day of departure no later than 10:00. Deviations from the specified times shall only be allowed with the Service Provider's prior written consent.

7.3. The Provider hereby notifies the User that the Real Estate is fitted with electronic door locks and key safes. The Service Provider expressly draws the User's attention to the fact that possession of the Real Estate shall occur without any personal presence and without physical handover by the Service Provider or its representative. In accordance with the procedure set out in clause 7.1 of this Agreement, the User shall be provided, prior to arrival and by electronic means, with all information required to access the Real Estate, including the electronic entry code or details regarding the use of the key safe. The User shall access the Real Estate independently, in accordance with the information provided.

(a) Where the Real Estate is equipped with an **electronic door lock**, the User shall only be permitted to access the Real Estate for the period reserved by them. The User must pay particular attention to the exact departure time from the Real Estate, as the electronic lock will automatically deactivate at that time, and the User will not be able to re-enter the Real Estate.

(b) Where a **key safe** is provided, the User shall undertake to handle the key safe code as confidential information and to maintain its secrecy.

7.4. The User shall retain the keys retrieved from the key safe upon check-in and shall return them to the key safe upon check-out, in accordance with the instructions provided. In the event of the loss of a key, the User shall immediately notify the Service Provider, who shall, for security reasons, replace the lock on the Real Estate in all cases, the cost of which shall be reimbursed by the User on site.

7.5. The User shall vacate the Real Estate upon expiry of the lease period; failing which, the Service Provider shall be entitled to implement the following measures, whether individually or concurrently:

7.5.1. taking all measures necessary to ensure the immediate vacation of the Real Estate by the User;

7.5.2. demanding that the User pay a penalty equivalent to three times the daily Service Fee stipulated in the Agreement for each day commenced until the Real Estate is vacated;

7.5.3. applying the security deposit paid by the User to cover any costs and damages resulting from the User's failure to comply with the Agreement;

7.5.4. demanding reimbursement of any further costs and damages incurred due to the User's breach of the Agreement, including, in particular, situations where the subsequent User is prevented from taking possession of the Real Estate on time, resulting in the Service Provider losing rental income;

7.5.5. asserting the rights to which the Service Provider is entitled under these GTC and the applicable law against the User in legal proceedings;

7.5.6. Should legal proceedings or possession-protection measures under clause 7.5.5 prove unduly lengthy or disproportionately costly for the Service Provider, the Service Provider shall be entitled to recover possession by an arbitrary act,

including, without limitation, physically regaining possession, using human force, changing locks, or replacing or removing doors and windows.

- 7.6. Should the Service Provider discover any damage following the vacation of the Real Estate, the Service Provider shall be entitled to assert a claim against the User.

8. LEFT-BEHIND ITEMS

- 8.1. The Service Provider shall retain left-behind items found in the Real Estate for up to 60 days.
- 8.2. If justified by the size and/or quantity of items abandoned or left behind in the Real Estate, the Service Provider may, at its discretion, retain such items for a period shorter than specified in clause 8.1, or to pass on to the User any costs reasonably incurred for their retention. The Service Provider stipulates that it shall be entitled to charge a retention fee of up to EUR 10 per day for items abandoned or left behind in the Real Estate.
- 8.3. The Service Provider shall not be responsible for returning items left behind. Should the User be unable to collect an item left behind in person, the item may be delivered by courier at the User's expense, and the User shall be solely responsible for arranging such delivery.

9. CUSTOMER SERVICE

- 9.1. Users may direct any questions or concerns to the Service Provider's customer service from 9:00 to 18:00 on working days. The Service Provider's customer service may be contacted by telephone at +36 20 278 1822 or by e-mail at info@immocto.com.
- 9.2. For emergencies, the Service Provider maintains 24-hour customer service. This service shall be used exclusively for urgent matters. With regard to inquiries concerning standard administrative matters, Users are requested to contact customer service from 9:00 to 18:00 on working days.
- 9.3. The Service Provider shall respond to e-mail enquiries within three business days and shall in all cases endeavour to resolve the User's question or concern as soon as possible.

10. USER'S RESPONSIBILITIES

- 10.1. The User shall use the Real Estate, its furnishings, and equipment in accordance with their intended purpose and shall maintain their condition. The User shall immediately notify the Service Provider of any damage occurring to the furnishings or structure of the

Real Estate and shall fulfil their obligation to mitigate such damage, including taking all necessary steps without delay to prevent further harm.

10.2. The User shall bear full responsibility for any damage to the Real Estate or its furnishings and equipment, whether such damage is caused intentionally or through negligence. The Service Provider shall be entitled to claim compensation from the User for the damage. For the avoidance of doubt, the User's liability for damages shall not be limited to the amount of the security deposit. The Service Provider shall be entitled to claim damages in the following cases, without limitation:

10.2.1. **Damage to Furnishings:** The User shall bear the cost of repairing or replacing any furniture or furnishings intentionally or negligently damaged.

10.2.2. **Equipment Malfunction:** The User shall bear the cost of repairing or replacing any equipment damaged or rendered unusable through misuse.

10.2.3. **Cleaning Costs:** The Service Provider shall be entitled to recover cleaning costs that exceed the fee established or customarily charged.

IV. SPECIAL PROVISIONS FOR MEDIUM-TERM LEASE

1. For a medium-term lease, the Real Estate may only be taken over on working days from 9:00 to 18:00, at a mutually agreed time.
2. Upon taking possession, the User shall execute the **Lease Agreement** prepared by the Service Provider, set out in a separate instrument, a copy of which is made available for prior examination on the Website at <https://rent.immocto.com/terms-of-service> and forms Annex 1 to these GTC.
3. The User acknowledges that the Lease Agreement is entered into between the User and the Owner, with the Service Provider being duly authorized to conclude the Agreement on behalf of the Owner.
4. The Lease Agreement sets out the detailed terms of occupancy and regulates the rights and obligations of the Parties under the Lease. During the term of the Lease, the User shall fully comply with the provisions of the Lease Agreement and co-operate with the Service Provider, and shall notify the Service Provider of any matter, change, or issue affecting their contractual relationship, the Lease Agreement, or the Real Estate.
5. In the event of any conflict between these GTC and the Lease Agreement, the Lease Agreement shall govern; however, where the Lease Agreement refers to the template set out in Annex 1 to these GTC, any sections of the template not completed, including, without limitation, the sections about the precise identification of the Real Estate, the

lease fee, and the lease term, shall be interpreted and applied based on the information specified in these GTC and in the corresponding Booking.

V. HOUSE RULES

The House Rules are intended to ensure the orderly and uninterrupted use of the Real Estate and to secure compliance with the applicable legal provisions. The House Rules establish general rules of conduct applicable to all Real Estate, compliance with which is obligatory for the User. Where a specific rule of the House Rules is expressly waived in the Real Estate Listing, the requirements set out in the Listing shall govern in that respect.

1. Children and Extra Beds

The supervision of any person under the age of 18 shall be the sole responsibility of their legal representative. Accordingly, the User shall ensure that minors remain safe on the Real Estate premises and are kept under proper supervision.

Occupancy of the Real Estate is permitted exclusively to registered Users, and the maximum number of persons allowed is as specified in the Real Estate Listing. Guests may be received up to the maximum capacity, subject to the prior consent of the Service Provider and, where applicable, payment of any applicable fee. Extra beds may only be placed in Real Estate where this is expressly permitted in the Listing.

2. Parking

Parking spaces may only be used at properties where they are available, subject to prior coordination and the Real Estate's available capacity. The Service Provider assumes no liability for any vehicles parked in the parking spaces, or for any property contained therein.

3. Condition and Maintenance of the Real Estate, and Related Liabilities

The Real Estate shall be returned in the same condition as at the time of handover. The User shall be liable for any damage caused by themselves or by persons invited by them. Upon discovering any damage or other irregularity, the User shall notify the Service Provider without delay, who shall, to the extent reasonably practicable, take all reasonable steps to remedy the issue without undue delay.

4. Pets

Pets shall not be permitted on the Real Estate premises, except for guide dogs or in properties for which the Listing expressly authorizes the presence of pets. Notwithstanding the above, in such cases, the User shall be permitted to bring pets on the Real Estate premises solely upon payment of an additional fee and subject to the Service Provider's prior written consent.

5. Smoking

Smoking shall not be permitted within the Real Estate or in the building's common areas, except in designated smoking areas, if any are available within the Real Estate. In the event of a breach of the smoking prohibition, the Service Provider shall impose a fine of EUR 300 and reserves the right to impose this fine repeatedly in the event of subsequent breaches of the rules. For the avoidance of doubt, the Service Provider hereby clarifies that the term 'smoking' encompasses all electronic cigarettes, heated tobacco products (e.g. IQOS, Glo), hookahs, and any other device or product that produces smoke during use.

6. Quiet Hours

The User shall ensure that silence is maintained within the Real Estate and its immediate surroundings between 22:00 and 07:00. During daytime hours, the User shall refrain from generating excessive noise and shall take into account the rest and quiet enjoyment of neighbours and other Users.

The Service Provider hereby notifies the User that a breach of the provisions of this section may give rise to a fine of up to EUR 300.

Should the User commit multiple breaches of the provisions of this section, the Service Provider may impose a monetary fine for each breach and, in the event of at least two breaches, may require the User to vacate the Real Estate immediately, without refund of the Service Fee. The Service Provider stipulates that, in the event such a notice is issued, the User shall have no entitlement to any compensation.

Furthermore, the Service Provider hereby notifies the User that any breach of the obligations set forth in this section may give rise to police action.

7. Loud Activities and Events

The User shall not organize events, loud parties, or any activities that may cause disturbance within the Real Estate or its immediate surroundings. For group bookings, the Service Provider may require an increased security deposit, which shall be returned at check-out provided that the House Rules have been duly observed.

8. Hygiene

The User shall maintain the Real Estate in a clean condition and shall return it in a tidy and sanitary state. In cases of substantial soiling, the Service Provider may impose an additional cleaning fee.

9. Safety and Property Protection

The Service Provider shall not assume any liability for personal items that are lost, damaged,

or stolen on the premises of the Real Estate. The User is recommended to take out insurance to manage such risks.

10. Special Requests

Any special requests made by the User are subject to available capacity, and the Service Provider makes no guarantee as to their fulfilment. Depending on their nature, some requests may incur additional charges.

11. Use of Open Flame

The User shall strictly refrain from using any open flame on the premises of the Real Estate, including, without limitation, candles, tealights, incense, fire-starting devices, and other flammable materials. A breach of this rule constitutes a serious fire safety risk. Accordingly, in the event of a violation of the House Rules, the Service Provider reserves the right to withhold the security deposit and to take any additional measures or legal actions as deemed necessary.

12. Furniture Arrangement

The User shall not rearrange, move, or remove any furniture within the Real Estate under any circumstances. The User shall bear full responsibility for any damage or accidents that may result from a breach of this rule.

13. Intermediate Cleaning and Linen Change

For stays exceeding one week, the User may request intermediate cleaning and linen change for an additional charge. Any such requests must be submitted to the Service Provider in advance, and shall be accommodated at the Service Provider's discretion, subject to available capacity.

14. Sanctions

Should the House Rules be breached, the Service Provider shall be entitled to withhold the security deposit, deny further occupancy immediately, and, where necessary, apply any other remedies or legal measures provided for in these GTC.

15. Emergency Contacts

In the event of an emergency, the following emergency numbers shall be used:

- **General Emergency: 112**
- **Ambulance: 104**
- **Fire Brigade: 105**
- **Police: 107**

Annexes

Annex 1: Lease Agreement Template

Annex 1

Lease Agreement Template

BÉRLETI SZERZŐDÉS

(a továbbiakban: Szerződés)

Amely létrejött egyrészről,

Név:
Születési hely, idő:
Állampolgársága:
Lakcím:
Anyja leánykori neve:
Személyi igazolvány száma:
A bérlet értesítési címe:
(a továbbiakban: **Bérbeadó**)

másrészről,

Név:
Születési hely, idő:
Állampolgársága:
Lakcím:
Anyja leánykori neve:
Személyi igazolvány száma:
A bérlet értesítési címe:
(a továbbiakban: **Bérlő**)

(Bérbeadó és Bérlő a továbbiakban együttesen: **Felek**)

között az alábbi feltételekkel.

I. A Szerződés tárgya

1. A Szerződés tárgya a Bérbeadó 2. pontban meghatározott ingatlanának Bérlő általi bérbevétele, amelyet Bérlő a **Studio Casa Korlátolt Felelősségű Társaság** (székhelye: 1068 Budapest, Király utca 102., cégjegyzékszáma: 01 09 906350) által üzemeltetett info@immocto.com weboldalon (a továbbiakban: **Weboldal**) keresztül előzetesen online lefoglalt. A jelen Szerződés aláírásával Bérlő kifejezetten elfogadja és magára nézve kötelezőnek ismeri el a Weboldalon elérhető Általános Szerződési Feltételeket (a továbbiakban: **ÁSZF**). Amennyiben a jelen Szerződés és az ÁSZF rendelkezései között bármilyen eltérés van, a jelen Szerződés rendelkezései az irányadók.
2. Bérbeadó bérbe adja Bérlő számára a kizárólagos tulajdonában és rendelkezésében álló, [város] [helyrajzi szám] hrsz. alatt felvett, természetben a [cím] szám alatti ingatlant (a továbbiakban: **Ingatlan vagy Bérlemény**), amely részletesen: [*] m², [darab] szoba, konyha, [darab] fürdőszoba, előszoba helyiségekkel rendelkezik. Az Ingatlan a jelen Szerződés 2. számú mellékletében meghatározott bútorokkal, ingóságokkal kerül

LEASE AGREEMENT

(hereinafter: **Agreement**)

Which was concluded on the one hand,

Name:
Place and date of birth:
Nationality:
Address:
Mother's name:
Identity doc. number:
Mailing address:
(hereinafter referred to as **Lessor**)

on the other hand,

Name:
Place and date of birth:
Nationality:
Address:
Mother's name:
Identity doc. number:
Mailing address:
(hereinafter referred to as **Lessee**)

(Lessor and Lessee hereinafter collectively referred to as: **Parties**)

on the following terms and conditions.

I. Subject of the Agreement

1. The subject of the Agreement is the occupation by the Lessee of the Lessor's property as defined in clause 2, which the Lessee has reserved online in advance through the website info@immocto.com (hereinafter referred to as the **Website**) operated by **Studio Casa Limited Liability Company** (registered office: 1068 Budapest, Király utca 102., company registration number: 01 09 906350). By signing this Agreement, the Lessee expressly accepts and acknowledges the General Terms and Conditions (hereinafter referred to as "**GTC**") available on the Website as binding upon him/her. In the event of any discrepancy between the provisions of this Agreement and the GTC, the provisions of this Agreement shall prevail.
2. The Lessor is owner of the property registered in [city] at [parcel number], in kind at [address] (hereinafter referred to as the "**Property**"), which is solely owned and disposed of by the Lessor, and which is detailed as follows: [*] m², with [*] rooms, [*] kitchen, [*] bathroom, hallway. The Property is rented with the furniture and movable assets specified in Annex 2 to this Agreement. Upon return of the Property, the Lessee shall be responsible for the return of

bérbeadásra. Az Ingatlan visszaszolgáltatásakor az Ingatlan és a 2. számú mellékletben szereplő bútorok, ingóságok tiszta állapotban történő visszaadása a Bérlo feladata.

II. Bérleti jogviszony időtartama

3. A bérleti jogviszony határozott időre jön létre. Kezdet: [dátum], lejárata: [dátum].
4. A [darabszámú] kulcs átadásának időpontja: [dátum].
5. Bérlo az Ingatlan a bérleti jogviszony 3. pont szerinti megszűnésének napján, [időpont] órákor köteles visszaadni a Bérbeadónak vagy képviselőjének részére.
6. Bérbeadó a Bérleményt a bérleti jogviszony kezdetének napján köteles a Bérlo birtokába adni. A birtokba adás feltétele, hogy a Bérlo a jelen Szerződés 8. pontjában meghatározott bérleti díjat, 10. pontjában meghatározott általános takarítási díjat, illetve 11. pontjában meghatározott kaució összegét megfizesse.
7. A Felek megállapodnak, hogy a bérleti jogviszony kölcsönös megegyezés alapján meghosszabbítható, amennyiben az Ingatlan szabad, és nincs más bérlo vagy vendég általi foglалás alatt. A Bérlo köteles a bérleti szerződés hosszabbítására irányuló szándékát olyan időpontban jelezni, hogy a Feleknek legkésőbb 14 (tizennégy) nappal az eredeti bérleti szerződés lejárata előtt lehetőségük legyen a hosszabbításról megállapodni és annak írásbeli módosítását aláírni.

III. Bérleti díj

8. A teljes bérleti díj összege [*] EUR (azaz [összeg betűvel] euró), amelyet a Bérlo a www.immocto.com weboldalon keresztül az Ingatlan foglалása során előre megfizetett.
9. A Bérleti díj tartalmazza az Ingatlan használatával kapcsolatos valamennyi költséget, így a közös költséget és a közüzemi költségeket, beleértve villany-, gáz-, víz-, és internet díjat. A Bérleti díj havi bontását a jelen Szerződéshez 4. számú mellékletként csatolt táblázat tartalmazza.
10. Bérlonek minden esetben kötelező a bérleti jogviszony kezdetén, a birtokbaadást megelőzően **120 EUR** (azaz százhusz euró) általános takarítási díjat megfizetnie Bérbeadó számára átutalással.
11. A kaució összege 1 (egy) havi Bérleti díjnak megfelelő [*] EUR (azaz [összeg betűvel] euró), amelyet a Bérlo a www.immocto.com weboldalon keresztül előre megfizetett.
12. A kaució a Bérlemény tartozékainak, közüzemi díjainak és egyéb rezsiköltségeinek, illetve a Bérleti díj megfizetésének, valamint a bérleti jogviszony

the Property and the furniture and movable assets specified in Annex 2 in a clean condition.

II. Duration of Lease

3. The lease is for a fixed term. It starts on [date] and ends on [date].
4. Date of delivery of the [number of keys] key: [date].
5. The Lessee shall return the Property to the Lessor or his representative at [date] on the date of termination of the lease in accordance with Clause 3.
6. Lessor shall give possession of the Property to Lessees on the date of commencement of the lease. Possession shall be given on the condition that the Lessee has paid the rent specified in Clause 8 of this Agreement, and the general cleaning fee Clause 10 of this Agreement, and the security deposit specified in Clause 11.
7. The Parties agree that the lease may be extended by mutual agreement provided that the Property is vacant and not occupied by another Lessee or guest. The Lessee shall give notice of its intention to extend the lease at such time as to enable the Parties to agree on the extension and sign a written amendment no later than 14 (fourteen) days before the expiry of the original lease.

III. Rental Fee

8. The total Rental Fee shall be [*] EUR (i.e. [amount in letters] euros), paid in advance by the Lessee via the website www.immocto.com when booking the Property.
9. The Rental Fee includes all costs related to the use of the Property, such as common charges and utility costs, including electricity, gas, water and internet. A monthly breakdown of the rent is set out in the table attached as Annex 4 to this Agreement.
10. The Lessee shall in any case pay to the Lessor a general cleaning fee of **EUR 120** (i.e. one hundred and twenty euros) at the beginning of the lease.
11. The amount of the security deposit shall be EUR [*] (i.e. [amount in letters] euros), equivalent to 1 (one) month's rent, paid in advance by the Lessee via the website www.immocto.com.
12. The security deposit serves as a guarantee for the payment of rent, utilities, and other operating costs related to the Leased Property, as well as for the restoration of all accessories and the full reinstatement of the technical

megszűnésekor a birtokbaadáskor meglévő műszaki állapot teljes helyreállításnak garantálására szolgál.

13. A kaució összege a szerződés lejártától számított 15 munkanapon belül a Bérbeadó által visszatérítésre kerül, miután a Bérlet a Bérleményt és annak berendezési, felszerelési tárgyait a Bérbeadó számára hiánytalanul és megfelelő állapotban visszaszolgáltatta és a Bérbeadó megbizonyosodott, hogy az Ingatlannal kapcsolatban semmilyen közüzemi tartozás és közös költség tartozás nem áll fenn. A kaució összegére nem érvényesíthető kamatkövetelés. Bármely az Ingatlanban, és annak berendezési, felszerelési tárgyaiban esetlegesen okozott kár, esetlegesen fennálló tartozás a befizetett kaució összegéből kerül levonásra.
14. Abban az esetben, ha a Bérlet bejelentkezik az Ingatlanba, vagyis lakcím bejelentést kér, a bérleti szerződés viszony megszűnésétől számított 15 napon belül kötelezettséget vállal arra, hogy az Ingatlanból igazgatásrendészetileg kijelentkezik, ellenkező esetben a Bérbeadó jogosult gondoskodni a lakcím érvénytelenítéséről.

IV. Felek jogai és kötelezettségei

15. Bérbeadó jogai:

- a) jogosult a Bérleti díj összegére;
- b) jogosult a kaució összegére a 11-13. pontokban írt feltételek szerint;
- c) jogosult a Bérlemény rendeltetésszerű használatát a Bérlet szükségtelen háborítása nélkül, előre egyeztetett időpontban, legalább havi rendszerességgel ellenőrizni, valamint jogosult fotódokumentációt készíteni a Bérlemény állapotáról;
- d) jogosult a Bérleményt a bérleti idő utolsó két hetében előre egyeztetett időpontban, a Bérlet komolyabb zavarása nélkül másnak bemutatni;
- e) jogosult – az Ingatlan eladásra kerülése esetén – előre egyeztetett időpontban az Ingatlant az érdeklődők számára munkanapokon másnak bemutatni.
- f) jogosult a 17. pont k) alpontja alapján a bérleti díj módosítására, amennyiben a Bérbeadó engedélyével a Bérleményben tartózkodó személyek száma növekedne.

16. Bérbeadó kötelezettségei:

- a) A Bérbeadó szavatol azért, hogy a Bérleményre vonatkozóan harmadik személynek nincs olyan joga, amely a Bérlet jelen szerződésből eredő jogainak gyakorlását kizárná, vagy korlátozná.
- b) A Bérbeadó köteles a Bérlemény szerkezetében és gépészeti, műszaki állapotában esetlegesen keletkezett károk kijavításáról, ilyen eszközök pótlásáról gondoskodni, kivéve, ha a meghibásodás a Bérlet magatartásának vagy tevékenységének következménye.
- c) A Bérbeadó viseli a Bérlemény létevel járó közterheket (pl. adó, illeték), valamint a társasház

condition of the Property as it was upon commencement of the lease at the time of handover.

13. The deposit will be refunded by the Lessor within 15 working days of the expiry of the contract, once the Lessee has returned the Property and its equipment and furnishings to the Lessor in a complete and satisfactory condition and the Lessor is satisfied that there are no utility or common charges outstanding in respect of the Property. No interest is payable on the security deposit. Any damage to the Property and its equipment and furnishings caused, and any outstanding debts will be deducted from the amount of the deposit paid.
14. In the event that the Lessee registers in the Property, i.e. requests an address registration, he/she undertakes to deregister from the Property within 15 days of the termination of the lease, otherwise the Lessor is entitled to have the address invalidated.

IV. Rights and Obligations of the Parties

15. Lessor's rights:

- a) the amount of the Rent;
- b) the right to the amount of the security deposit in accordance with the conditions set out in points 11-13;
- c) the right to check the proper use of the Property without undue disturbance to the Lessee, at a pre-arranged time and at least once a month, and the right to take photographic documentation of the condition of the Property;
- d) have the right to show the Property to others during the last two weeks of the rental period at a time agreed in advance, without causing the Lessee serious disturbance;
- e) to show the Property to other interested parties at a pre-arranged time during working days in the event of the Property being sold.
- f) be entitled, pursuant to point 17(k), to adjust the rent if, with the Lessor's permission, the number of persons occupying the Property increases.

16. Lessor's obligations:

- a) The Lessor warrants that no third party shall have any rights in the Property that would exclude or restrict the exercise of the Lessees' rights under this Agreement.
- b) The Lessor shall repair any damage to the structure of the dwelling and its mechanical and technical condition, and shall replace any such equipment, unless the failure is the result of the conduct or activity of the Lessee.
- c) The Lessor shall bear the public charges (e.g. taxes, duties) and any special expenses for extraordinary expenses voted by the general assembly of the condominium.

közgyűlése által megszavazott a rendkívüli kiadások körébe tartozó külön kiadásokat.

- d) A Bérbeadó köteles megjavíttatni az elektromos, víz, gáz, csatorna és fűtésrendszerek a Bérleményen belüli szakaszán bekövetkezett meghibásodásokat.
- e) A Bérbeadó köteles biztosítani a Bérlemény központi berendezéseinek és gépészetének (például kazán) rendeltetésszerű használatra alkalmas állapotát, és gondoskodni azok karbantartásáról. Amennyiben ezen berendezések a rendeltetésszerű használat és karbantartás ellenére meghibásodnak, a Bérbeadó saját költségén köteles azokat megjavíttatni vagy kicserélni.

17. Bérló kötelezettségei:

- a) Bérló az Ingatlant kizárólag lakás céljára használhatja, **ellenkező esetben Bérló elveszíti a kaució teljes összegét.**
- b) Bérló az Ingatlant más személyek számára további albérletbe nem adhatja, **ellenkező esetben Bérló elveszíti a kaució teljes összegét.**
- c) Bérló a Bérlemény használata során köteles:
 - az **ÁSZF** rendelkezéseit betartani, különös tekintettel az annak részét képező **Házirendre**,
 - az együttélés szabályait betartani;
 - a Bérleményben található berendezési tárgyakat célszerű és életszerű módon használni;
 - amennyiben az Ingatlan társasházban található, a társasház Szervezeti és Működési Szabályzatában foglaltak teljeskörű betartására, és köteles tiszteletben tartani a társasház többi lakójának nyugalma, és tartózkodni minden, a csend, illetve a rend megzavarására alkalmas tevékenységtől.
- d) Bérló – eltérő megállapodás hiányában – nem hozhat állatot a Bérleménybe. Amennyiben Bérló ezt a rendelkezést megszegi, Bérbeadó jogosult felmondani a Szerződést és **Bérló elveszíti a kaució teljes összegét.**
- e) A Bérleményben tilos a dohányzás, e tilalom megsértése esetén a Bérló **elveszíti a kaució teljes összegét.**
- f) Bérló köteles tartózkodni a falfűrástól vagy hasonló jellegű beavatkozásoktól a Bérleményben, ellenkező esetben **Bérbeadó jogosult a kaucióból levonni a szükséges javítások költségét, akár annak teljes mértékéig.**
- g) A Bérló – a Bérbeadó előzetes engedélye nélkül – semmilyen szerkezeti vagy egyéb változtatást nem eszközölhet az Ingatlanon, beleértve a bútorok áthelyezését is.
- h) A Bérló köteles a Bérlemény szerkezetében és gépészeti, műszaki állapotában esetlegesen keletkezett károkról a Bérbeadót haladéktalanul tájékoztatni. Bérló tudomásul veszi, hogy a javítási munkálatokra csak munkanapokon, a szakemberek rendes munkaidejében kerül sor.
- i) Bérló köteles a 15. pont c-e) alpontjaiban meghatározott esetekben túrni, hogy a Bérbeadó és a

d) The Lessor shall have the electrical, water, gas, sewerage and heating systems within the Unit repaired in the event of any breakdown.

e) The Lessor shall ensure that the central installations and mechanical equipment (e.g. boiler) of the Property are in a condition suitable for their intended use and shall ensure their maintenance. If such equipment fails despite proper use and maintenance, the Lessor shall have it repaired or replaced at its own expense.

17. Lessee's obligations:

- a) Lessee shall use the Property solely for residential purposes, **otherwise the Lessee loses the full amount of the deposit.**
- b) Lessee shall not sublet the Property to any other person, **otherwise the Lessee loses the full amount of the deposit.**
- c) The Lessee shall, during the use of the Property:
 - to comply with the provisions of the **GTC**, in particular **the House Rules** which are part of the GTC,
 - respect the rules of coexistence;
 - to use the fixtures and fittings in the Unit in a practical and practical manner;
 - if the Property is in a condominium, to comply fully with the rules of the condominium's rules of organisation and operation and to respect the peace and quiet of the other residents of the condominium and to refrain from any activity likely to disturb the peace and quiet.
- d) Unless otherwise agreed, the Lessee shall not bring animals onto the Property. If the Lessee breaches this provision, the Lessor shall be entitled to terminate the Agreement and the Lessee **shall forfeit the full amount of the deposit.**
- e) Smoking is not allowed in the Property and the Lessee **shall forfeit the full amount of the security deposit** in the event of a breach of this prohibition.
- f) The Lessee shall refrain from drilling or similar interventions in the Property, otherwise **the Lessor shall be entitled to deduct from the security deposit the cost of the necessary repairs, up to the full amount of the security deposit.**
- g) The Lessee shall not make any structural or other alterations to the Property, including the removal of furniture, without the prior permission of the Lessor.
- h) The Lessee is obliged to inform the Lessor immediately of any damage to the structure and the mechanical and technical condition of the Property. The Lessee acknowledges that the repair work will be carried out only on working days, during the normal working hours of the technicians.
- i) The Lessee shall allow the Lessor and any persons accompanying the Lessor to enter the Property in the cases specified in Clause 15 c-e).

vele együtt érkező személyek az Ingatlanba belépjenek.

- j) Bérbeadó nem vállal felelősséget a Bérló személyes tárgyainak sérülése vagy eltulajdonítása esetén, ideértve a betörés, lopás vagy egyéb káresemények során bekövetkező károkat. A Bérló számára javasolt, hogy megfelelő magánbiztosítást kössön a személyes vagyontárgyak védelme érdekében.
- k) A Bérleményt életvitelszerűen kizárólag a Bérló lakhatja. A Bérló köteles előzetes engedélyt kérni a Bérbeadótól, ha a Bérleményben lakó személyek számát növelni szeretné. Bérbeadó fenntartja magának a jogot, hogy a szerződéses feltételeket – különös tekintettel a bérleti díj összegére – megváltoztassa, amennyiben a személyek száma engedélyezett módon növekedne. Amennyiben Bérló nem kér engedélyt, Bérbeadó jogosult felmondani a Szerződést.

V. Bérleti jogviszony megszűnése

- 18. Jelen Szerződés határozott időre jön létre, így a határozott idő alatt rendes felmondással nem mondható fel. A bérleti jogviszony annak időtartama alatt kizárólag azonnali hatályú, rendkívüli felmondással, rendeltetésellenes használat vagy szerződésszegő magatartás esetén szüntethető meg.
- 19. Amennyiben a Bérló a Szerződés megkötését követően és a határozott idő lejártá előtt mégis meg kívánja szüntetni a Szerződést, tudomásul veszi, hogy a **bérleti díj vagy annak időarányos részének visszaigénylésére és visszatérítésére nincsen lehetőség, és a kaució teljes összegét elveszíti.**
- 20. A jelen Szerződés megszűnik:
 - a) a határozott idő elteltével;
 - b) Felek közös megegyezésével;
 - c) a Bérlemény megsemmisülése, illetve lakhatatlanná vagy rendeltetészerű használatra alkalmatlanná válása esetén a Felek önhibáján kívül;
 - d) ha a Bérló vagy a vele együtt lakó személyek megszegik a Bérlemény használatára vonatkozó megkötéseket, különösen, de nem kizárólagosan a 17. pontban foglalt kötelezettségeket, vagy a Bérló vagy a vele együttlakó személyek magatartása szolgál a felmondás alapjául, a Bérbeadó köteles a Bérlo - a következményekre figyelmeztetéssel - a magatartás megszüntetésére vagy megismétlésétől való tartózkodásra a tudomására jutástól számított 8 (nyolc) napon belül írásban felszólítani. A felmondást az alapjául szolgáló magatartás folytatásától vagy megismétlésétől számított 8 (nyolc) napon belül írásban kell közölni. A felmondási idő nem lehet rövidebb 15 (tizenöt) napnál kivéve abban az esetben, ha a határozott idő ezen belül jár le; ilyenkor a felmondási idő utolsó napja a határozott idő utolsó napjára esik. Amennyiben a jelen pontban meghatározott magatartás alapján kerül sor a

- j) The Lessor shall not be liable for any damage to or theft of the Lessee's personal belongings, including damage caused by burglary, theft or other damage. The Lessee is advised to take out appropriate private insurance to protect his/her personal belongings.
- k) Only the Lessee may occupy the Property on a permanent basis. The Lessee must obtain the Lessor's prior consent if he wishes to increase the number of persons occupying the Property. The Lessor reserves the right to change the terms of the agreement, in particular the amount of the Rent, if the number of persons is increased as authorised. If the Lessee does not request such consent, the Lessor is entitled to terminate the Agreement.

V. Termination of the Lease

- 18. The Parties shall not be entitled to terminate this Lease unilaterally at their will (termination at will, in Hungarian: "*rendes felmondás*") The lease may only be terminated during its term with immediate effect, by extraordinary notice, in the event of wrongful use or breach of agreement.
- 19. If the Lessee wishes to terminate the Agreement after the conclusion of the Agreement and before the expiry of the fixed term, he/she acknowledges that **there is no possibility of reclaiming and refunding the Rental Fee or the pro rata temporis part of the Rental Fee and that he/she will lose the full amount of the deposit.**
- 20. This Agreement terminates:
 - a) at the end of the fixed term;
 - b) by mutual agreement of the Parties;
 - c) in the event of the destruction of the Property or if it becomes uninhabitable or unfit for its intended use through no fault of the Parties;
 - d) if the Lessee or any individuals residing with them violate the restrictions related to the use of the Property – particularly, but not exclusively, the obligations specified in Section 17 – or if the behavior of the Lessee or any cohabiting persons serves as grounds for termination, the Lessor is obligated to issue a written notice to the Lessee within eight (8) days of becoming aware of the conduct. This notice shall include a warning of the consequences and require the cessation of such behavior or abstention from its repetition. The notice of termination must be communicated in writing within eight (8) days of the continuation or repetition of the conduct serving as grounds for termination. The termination period shall not be less than fifteen (15) days, except when the fixed term expires within this period; in such case, the last day of the termination period shall be the same as the last day of the fixed term. If the termination is based on the conduct

felmondásra, a Bérbeadó jogosult a kaució teljes összegének visszatartására.

described in this clause, the Lessor is entitled to withhold the full amount of the deposit.

21. A Felek megállapodnak abban, hogy a bérlet bármely okból történő megszűnése/megszüntetése esetén a Bérelő semmilyen körülmények között, illetve semmilyen jogcímen nem tarthat igényt csereingatlanra.
22. Bérelő kötelezettséget vállal arra, hogy a bérleti jogviszony megszűnésének napján az Ingatlant az átvételkor állapotában, a 2. számú mellékletben rögzített bútorlistán feltüntetett ingósággal együtt, a személyes tárgyait eltávolítva adja vissza a Bérbeadó birtokába.
23. Amennyiben a Bérelő nem üríti ki és hagyja el a Bérleményt a Szerződés bármely módon való megszűnése esetén, a Bérelő – a Bérbeadót a Ptk. szerint megillető minden más jogorvoslat, igény és kártérítés mellett – köteles minden, a bérleti jogviszony megszűnése napja utáni Ingatlanban eltöltött nap után **a napi bérleti díj háromszorosát megfizetni** a Bérbeadóknak, amíg az Ingatlan elhagyásra, illetve kiürítésre nem kerül. E rendelkezés akkor is érvényes, ha a Bérelő az Ingatlant ugyan kiürítette, de a kulcsokat személyesen nem adta vissza a Bérbeadónak vagy annak képviselőjének.

VI. Vegyes rendelkezések

24. Felek megállapodnak, hogy minden értesítés egyéb közlés, amit a jelen Szerződés alapján meg kell vagy meg lehet tenni, írásban teendő meg. A fentiek szerint elküldött értesítést, levelet akkor is megérkezettnek tekintik az igazolt elküldéstől számított 5. napon, ha a tértivevény „nem kereste”, „elköltözött”, „nem vette át”, „címezett ismeretlen” jelzéssel érkezik vissza a feladóhoz, vagy a címzett fenti elérhetőségeit előzetes értesítés nélkül megváltoztatta és az értesítés, levél ezért nem volt kézbesíthető.
25. Felek megállapodnak abban, hogy a jelen szerződésben nem szabályozott kérdésekben a Polgári Törvénykönyvről szóló 2013. évi V. törvény, valamint a lakások és helyiségek bérletéről szóló 1993.évi LXXVIII. törvény rendelkezései az irányadók.
26. Jelen Szerződés magyar és angol nyelven készült és magyar és angol nyelven írták alá. Felek megállapodnak abban, hogy amennyiben a magyar és az angol nyelvű szöveg között eltérés van, a magyar nyelvű változat az irányadó.
27. A Felek vitás ügyeiket elsősorban békés úton igyekeznek rendezni. Ennek sikertelensége esetén a Felek a vitás kérdések rendezésére a Budai Központi Kerületi Bíróság kizárólagos illetékességét kötik ki.
28. A Felek kötelezettséget vállalnak, hogy a bérleti szerződéssel kapcsolatos, tudomásukra jutott adatokat bizalmasan kezelik, és azok kezelésére a vonatkozó adatvédelmi jogszabályok, különösen az Európai Unió

21. The Parties agree that in the event of termination/cancellation of the lease for any reason, the Lessee shall not be entitled to claim a replacement Property under any circumstances or for any reason.
22. The Lessee undertakes to return to the Lessor, on the date of termination of the lease, the Property in the condition in which it was received, together with the movable Property as shown in the furniture list in Annex 2, and with all personal belongings removed.
23. If the Lessee fails to vacate and leave the Property upon termination of the Agreement by any means, the Lessee – in addition to all other remedies, claims and compensation to which the Lessor is entitled under the Civil Code – shall **pay** to the Lessors **three times the daily rent for** each day spent in the Property after the date of termination of the lease until the Property is vacated or emptied. This provision shall apply even if the Lessee has vacated the Property but has not personally returned the keys to the Lessor or his representative.

VI. Miscellaneous

24. The Parties agree that all notices and other communications required or permitted to be given under this Agreement shall be in writing. Any notice or letter sent under the foregoing shall be deemed to have been received on the 5th day following the date of its certified mailing even if the return receipt is returned to the sender marked "not sought", "moved", "not received", "addressee unknown" or the addressee has changed the above contact details without prior notice and the notice or letter could not therefore be delivered.
25. Parties agree that the provisions of Act V of 2013 on the Civil Code and Act LXXVIII of 1993 on the Lease of Apartments and Premises shall apply in matters not regulated in this Agreement.
26. This Agreement is drawn up in Hungarian and English and signed in Hungarian and English. The Parties agree that in the event of any discrepancy between the Hungarian and English versions, the Hungarian version shall prevail.
27. The Parties shall seek to settle their disputes primarily by amicable means. In the event of failure to do so, the Parties shall submit to the exclusive jurisdiction of the Central District Court of Buda for the settlement of disputes.
28. The Parties undertake to treat the data relating to the rental agreement of which they become aware as confidential and to process them in accordance with the applicable data protection legislation, in particular the European Union

2016/679 számú rendelete (GDPR) alapján kerül sor. Bérbeadó által az adatok kizárólag a szerződés teljesítéséhez szükséges célból kerülnek gyűjtésre és feldolgozásra. Felek az adatokat harmadik fél számára csak jogszabályi kötelezettség vagy előzetes írásbeli hozzájárulás alapján adhatják át. A részletes adatkezelési tájékoztató a Weboldalon elérhető, amelynek megismerését a Bérő jelen szerződés aláírásával kifejezetten elismeri.

Regulation 2016/679 (GDPR). Data will be collected and processed by the Lessor only for the purposes necessary for the performance of the contract. The Parties may only transfer the data to third parties on the basis of a legal obligation or prior written consent. The detailed privacy notice is available on the Website, which the Lessee expressly acknowledges by signing this Agreement.

29. Jelen Bérleti Szerződés 6 oldalból áll, azt a Felek elolvasták, annak tartalmát értelmezték, és mint akaratukkal mindenben megegyezőt, jóváhagyólag aláírták.

29. The present Lease Agreement consists of 6 pages, which have been read, interpreted and signed by the Parties as being in full agreement with their intentions.

30. A Szerződés elválaszthatatlan részét képezik annak mellékletei.

30. The Annexes to the Contract are inseparable parts of the Contract.

Mellékletek:

- 1. számú melléklet: Bérő igazolványainak másolata
- 2. számú melléklet: Bútorlista, ingóságok listája
- 3. számú melléklet: Az Ingatlan átvételkor állapotáról készített fotók, amelyeket a Bérő részére is megküldésre kerülnek e-mailen
- 4. számú melléklet: Bérleti díj havi bontása

Annexes:

- Annex 1: Copy of the Lessee's identity documents
- Annex 2: List of furniture, movable assets
- Annex 3: Photographs of the condition of the Property at the time of occupation, which will also be sent to the Lessee by e-mail
- Annex 4: Monthly breakdown of the rent

Budapest, [dátum]

Budapest, [date]