

APPENDIX 2 TO THE SUBSCRIPTION AGREEMENT
RULES AND REGULATIONS FOR USING THE SUBSCRIPTION AND THE FACILITY

[Unless otherwise specified herein, capitalised terms have the meaning given to them in the Subscription Agreement].

The purpose of these Rules and Regulations is to ensure safety, order and proper aesthetic qualities within the Building and the Property at 71 Swojczycka Street in Wrocław.

All Guests, Authorised Persons (hereinafter collectively referred to as the “**Users**”), and other people in the Building or on the Property have an obligation to comply with these Rules and Regulations. The Guest further undertakes to ensure that these Rules and Regulations are also complied with by anyone visiting the Guest or Authorised Persons.

§ 1. Definitions

1. **Administrator** means the staff or entity responsible for managing the Building for Moovy Home.
2. **Building** means the Building at 71 Swojczycka Street, as defined in the Agreement, where the Subject of the Agreement is situated, to the exclusion of those parts of the Building which form Swoja Olimpia Shopping Centre (*Centrum Handlowe Swoja Olimpia*) and are governed by Swoja Olimpia Shopping Centre Rules and Regulations.
3. **Common Areas** mean all those areas, rooms and devices within the Building or Property which are not assigned to one Guest only but are intended for common use by the Building’s users or other authorised persons. Common Areas include but are not limited to the following: corridors, reception desk, staircases and stairwells, elevators, vestibules, entrance enclosures, bicycle storage room and other utility rooms, fitness area, co-working zone, all installations, systems, furnishings and equipment intended for shared use (e.g. lighting, CCTV, alarm systems).
4. **Guest** means the person being a party to the Subscription Agreement with Moovy Home.
5. **User** means the Guest and Authorised Persons using the Unit under the Subscription Agreement signed with Moovy Home.
6. **Fire Safety Manual (*Instrukcja Bezpieczeństwa Pożarowego*) or FSM (*IBP*)** means a document specifying the rules of conduct and establishing fire protection requirements in organisational, technical and regulatory terms which must be taken into account during the use of the Building (if applicable).
7. **Moovy Home Consultant** means a person appointed by Moovy Home for contacts with the User.
8. **Consumer** means a natural person referred to in Article 22¹ of the [Polish] Civil Code.
9. **Property** means the land on which the Building at 71 Swojczycka Street in Wrocław is situated.
10. **Authorised Person** means any person whom the Guest allows to use the Subject of the Agreement.
11. **Parking Zone** means a multi-space parking lot situated on the Property and designated as parking area for the Guests/Authorised Person.
12. **Subject of the Agreement** means a room or a set of rooms separated by permanent walls within the Building which Moovy Home makes available to Users under a Subscription Agreement, together with a Storage Room (if applicable), and with the possibility of using the fitness area and co-working zone located in the Building.

- 13. Exterior Areas for Shared Use** mean all outdoor portions of the Property which are not given for exclusive use under the Subscription Agreement and remain available to all of the facility's users, third parties and technical service personnel. Exterior Areas for Shared Use include but are not limited to the following:
- 1) internal roads and access roads,
 - 2) pedestrian routes, crossings, sidewalks and manoeuvring areas,
 - 3) parking lots and parking spaces for common use,
 - 4) green areas, garden squares/plazas, recreational areas and landscaping elements,
 - 5) technical service and external infrastructure areas, unless they have been designated for the exclusive use of the User.
- 14. Subscription Agreement** means an agreement for the paid use of the Subject of the Agreement, as entered into for a definite period of time by and between the Guest and Moovy Home, under which the Guest and Authorised Persons, if any, may use the Subject of the Agreement, the Building (including Common Areas) and the Property (including Exterior Areas for Shared Use) on the terms and conditions specified in the Subscription Agreement.

§ 2. General Provisions

1. The Guest undertakes to comply with these Rules and Regulations and to ensure that these Rules and Regulations are complied with by the Persons Authorised to use the Subject of the Agreement, including any persons visiting the Guest or Authorised Persons.
2. Users have an obligation to use the Subject of the Agreement in accordance with its intended purpose, and to read and comply with the provisions of the Building's Fire Safety Manual (FSM).
3. The Guest is liable for any damage caused as a result of violation of these Rules and Regulations by the persons referred to in this §2(1) hereof.
4. The Guest must notify Moovy Home each time all Users leave the Subject of the Agreement for a period longer than 3 (three) days. In the event of the Guest's absence for a period exceeding 3 days, the Guest must notify Moovy Home thereof at least 3 days in advance in order to enable Moovy Home to take measures to secure the Unit (including, in particular, the closing of water valves).
5. Swoja Olimpia Shopping Centre (*Centrum Handlowe Swoja Olimpia*) located on the ground floor of the Building has its own separate rules and regulations that the Users are required to comply with as part of their use of the Shopping Centre.

§ 3. Users' Obligations

1. The Guest must maintain the Subject of the Agreement in a proper technical and sanitary condition, as well as take care of the remaining parts of the Building and the Property (i.e. no littering, no cluttering, no blocking of passageways).
2. Users have an obligation to comply with the detailed instructions for use of the Subject of the Agreement (the "**Instructions**") that will be provided to the Guest upon signature of the Subscription Agreement.
3. It is forbidden to smoke cigarettes (including e-cigarettes) or use any devices/products intended for burning or heating substances within the entire area of the Building and the Property, except in places designated for that purpose by Moovy Home.

4. All persons in the Building and on the Property are required to respect night quiet time between 10:00 pm and 6:00 am. During those hours, it is forbidden to make loud noises, organise loud meetings, parties, gatherings, or use devices that generate noise or sounds that cause nuisance to others. During night quiet time one cannot use any devices that may disturb the peace of other people in the Building, otherwise cause a disturbance of public order or night-time rest, or engage in scandalous behaviour.
5. Any nuisance-causing activities in the Subject of the Agreement that result in short-term (up to 30 minutes) excessive noise may only be performed on weekdays between 8:00 am and 6:00 pm.
6. In order to ensure the safety of the Building and the Property, as well as the safety of any persons in the Building and on the Property, Users should:
 - 1) check that all electrical equipment and plumbing, etc., is properly secured each time before leaving the Subject of the Agreement; in the event of a longer absence, it is recommended to close the water and central heating valves assigned to the Subject of the Agreement;
 - 2) check that the doors to the stairwells have been closed properly when leaving or entering the Building;
 - 3) not open the entrance door to the Building to unknown persons (unless their access to the Building is justified), or provide entrance codes or keys to the Building to any third parties;
 - 4) not leave their possessions outside the Subject of the Agreement;
 - 5) leave their vehicles solely within the area of the Parking Zone, in places designated for that purpose;
 - 6) lock any vehicles left in the Parking Zone and leave no valuables in such vehicles;
 - 7) comply with fire safety regulations.
7. Users are prohibited from:
 - 1) hanging or mounting any objects or equipment that adversely affect the aesthetics of the Property, Building, Common Areas or the Subject of the Agreement, including hanging banners, signs, announcements, or mounting fences, protective nets or covers in Unit windows, Common Areas, or on the facade of the Building;
 - 2) barbecuing in the Building or on the Property;
 - 3) opening any entrances to the roof or patio (located between the co-working room and the fitness room), or smoke-extraction hatches in the Building, or staying in those places, interfering with the facade or external appearance of the Building, including installing additional television, radio or satellite antennas, or air conditioning units, on the facade or roof of the Building, or installing animal protection nets, railing shields or fences;
 - 4) tampering with access data to the entrance door to the Subject of the Agreement (or any part thereof), or to any other parts of the Building or Property;
 - 5) storing materials (including prams/strollers, bicycles, scooters) on evacuation routes located in the Building and on the Property (in particular in the corridors of the Building and the Parking Zone), or storing hazardous and flammable materials within the Building or the Property;
 - 6) It is prohibited to possess, use, consume, manufacture, prepare, store or sell narcotic drugs, psychotropic substances or other substances with similar effects within the meaning of generally applicable laws;
 - 7) It is prohibited to offer or make the Premises available to third parties in a manner contrary to the Subscription Agreement, i.e. subletting, lending for use, making available or offering the Subject of the Agreement on platforms such as booking.com, Airbnb or Olx.

8. **The Guest must monitor the state of charge of the electronic lock enabling access to the Unit, and notify Moovy Home when the charge level is less than 30%.**

§4. Rules for Maintaining Cleanliness

1. Users are responsible for maintaining the Subject of the Agreement in a good state of repair and for keeping the it clean.
2. Users may use cleaning services for the Subject of the Agreement in accordance with the offer of the cleaning company working with Moovy Home.
3. Users undertake to use the Subject of the Agreement in accordance with its intended purpose and to keep it in a good state of repair.
4. **Night quiet time is from 10:00 pm to 6:00 am.**
5. **Check-in is available from 3:00 p.m., and check-out is required by 1:00 p.m.**
6. Each User has an obligation to abide by the rules of social coexistence, have respect for property, and not to disturb the peace of others in the Building or on the Property.
7. Throwing objects out of windows is prohibited. Any rubbish thrown out by the Users, including cigarette butts discarded onto the Exterior Areas for Shared Use, will be removed at the cost of the Guest out of whose Subject of the Agreement such rubbish has been thrown, in accordance with the contractual fees specified in the Price List. In the event of a fire hazard caused by cigarette butts, the Guest will be charged a contractual fee specified in the Price List.
8. Users have the option of following separate waste collection, including appropriate sorting of waste in accordance with Moovy Home guidelines displayed in waste disposal areas.
9. Household appliances and audio/video equipment belonging to Users must not be disposed of in waste containers located on the Property. Mixing waste equipment with other waste is an offense for which those committing it may be fined. In accordance with the relevant laws and regulations, such equipment must be returned to retailers or to special waste collection facilities. At the same time, it is prohibited to dispose in such a way of any household appliances that are part of the furnishings and equipment of the Subject of the Agreement.

§5. Verification of Condition of the Subject of Agreement; Service and Maintenance Work; Failures/Malfunctions

1. The Guest gives his/her consent for Moovy Home and/or representatives appointed by Moovy Home to carry out a preliminary inspection of the Unit to evaluate the condition of the Subject of the Agreement not earlier than 14 days prior to the expiration of the Subscription Term. Such inspection will take place in the Guest's presence and at a date to be agreed with the Guest in advance.
2. The Guest gives his/her consent to all checks, service and maintenance activities and inspections in the Unit and in any space that is functionally related to the Unit, in particular with regard to: technical installations and systems, fire protection systems, electrical and sanitary equipment, HVAC, facility's security systems, ICT infrastructure and other equipment, whose maintenance, good working order and compliance with the laws is the responsibility of Moovy Home. The inspections or activities referred to above will only be carried out after the Guest has been informed by Moovy Home Consultant of the date of any such visit. Should the aforementioned activities be prevented by the Guest on the agreed date, the Guest may be charged for the costs of performing such planned activities on a new date.

3. Any failures/malfunctions or emergencies should be notified and reported immediately to Moovy Home, either by email at hello@moovyhome.pl or to Moovy Home Consultant; and outside those hours at the number provided by Moovy Home, including at the reception desk located on the ground floor of the Building.
4. In situations that so require, in addition to the notification referred to in paragraph 3 above, also the Police, Fire Department, Emergency Ambulance Service, Power Company Emergency Services, etc. must be notified. Contact details for technical and emergency services can be found in special display cabinets and on notice boards located in Common Areas of the Building or at the reception desk on the ground floor of the Building.
5. Service and maintenance with regard to Moovy Home's systems and installations is only provided by designated institutions and service technicians who are engaged by Moovy Home for that purpose and hold the relevant authorisation.
6. Contact details for companies and institutions that provide maintenance services with regard to water supply, sewage collection or power supply systems, as well as for a 24-hour technical support, are available in the Building and at the Building's reception desk on the ground floor.

§ 6. Pet Regulations

- 1 Moovy Home must be informed of any pets kept in the Subject of the Agreement. It is prohibited to keep any animals considered to be dangerous within the meaning of the Regulation of the Minister of the Environment of 3 August 2011 on Animal Species Dangerous to Human Life or Health in the Subject of the Agreement.
- 2 The Guest is liable for any damage or disturbance caused by the pets that he/she keeps in the Subject of the Agreement.
- 3 Users are required to take proper care of their pets so as to ensure that, among other things, no damage is caused by the pets within the Building or the Property, and that the pets do not disturb other people in the Building.
- 4 The number and species of pets kept in the Subject of the Agreement should be adapted to the conditions prevailing in the Subject of the Agreement and to the size of the rooms, taking into account the number of Users.
- 5 Animal breeding is prohibited.
- 6 Dog owners are required to:
 - 1) have their pets vaccinated,
 - 2) walk their dogs on a leash; dogs of breeds considered to be aggressive must also wear a muzzle,
 - 3) prevent prolonged or frequent barking of their dogs in the Unit, within the Building or on the Property,
 - 4) animal waste must be immediately cleaned up by the owner and disposed of in outdoor bins located on the Property. Failure to comply with this obligation will result in the imposition of a contractual fee specified in the Price List.

§ 7. Storage Room Regulations

- 1 When using Storage Rooms, Users are required to comply with fire safety regulations.
- 2 In particular, it is prohibited to store explosive and flammable materials in the Storage Rooms, including in particular the following: flammable gases (e.g. propane-butane), liquid fuels, solvents, paints, varnishes, adhesives, aerosols, pyrotechnics, as well as other products or mixtures that pose

a risk of ignition, explosion or rapid spread of fire. The ban also covers the storage of objects and substances which, due to their quantity, method of storage, processing or use, may cause a fire or increase its effects, in particular by hindering evacuation, restricting access to passageways or obscuring fire-fighting equipment or utility cut-off valves.

- 3 It is prohibited to store food products in the Storage Rooms, as they may constitute potential food for rodents.

§ 8. Rules for Using Common Areas and Exterior Areas for Shared Use

- 1 Any space and areas outside the Subject of the Agreement, i.e. Common Areas and Exterior Areas for Shared Use, must be used in accordance with their intended purpose, kept clean and orderly, and used in compliance with safety rules and fire regulations.
- 2 Additional information and notices regarding matters related to the management of Common Areas and Exterior Areas for Shared Use are posted on notice boards in the Building and at the reception desk on the ground floor, or they can be obtained from the Administrator.
- 3 Common Areas and Exterior Areas for Shared Use may not be used as storage space for Users' belongings. Blocking these areas with objects (such as, e.g., bicycles, scooters, furniture, prams/strollers) is prohibited.
- 4 Blocking or wedging fire doors in the open position is prohibited.
- 5 Users are not allowed to plant any trees, shrubs or grow other plants in the Exterior Areas for Shared Use.
- 6 All plant boxes or pots on internal window sills must be secured against falling out. It is prohibited to place pots or similar items on external window sills.
- 7 It is forbidden to install any fixed equipment or devices, including those used for drying clothes, on external window railings.

§9. Responsibilities of Security Personnel

1. The security personnel are responsible for the safety of, and for CCTV monitoring in, the Building and the Property. For matters beyond the scope of security personnel duties and responsibilities, the Guests are required to contact the Moovy Home Consultant.
2. Moovy Home (including its staff and security personnel) will not receive or store any correspondence or parcels for Users or third parties.
3. The detailed scope and rules for the provision of security services are specified in the agreement between Moovy Home and its security contractor.

§ 10. CCTV Monitoring

1. Common Areas and Exterior Areas for Shared Use are monitored by Moovy Home 24 hours a day, seven days a week.
2. Using Common Areas and Exterior Areas for Shared Use means accepting the monitoring rules.
3. CCTV monitoring is aimed at ensuring the security of persons and property, protecting infrastructure, and preventing violations of law and order. Cameras located in selected areas record video footage, without audio. Moovy Home does not disclose CCTV recordings unless such disclosure is requested by duly authorised services/authorities or entities operating the CCTV monitoring system within the scope necessary to achieve the purposes referred to in the first sentence.

4. Should any duly authorised services/authorities request access to the recordings, it is necessary to provide the exact date and time of the recording that is to be made available.
5. Information on the protection of personal data in connection with the CCTV monitoring is included in the Moovy Home Privacy Policy.

§ 11. Utilities

1. Meter readings (for heat, cold water, hot water, electricity), other than on takeover or return of the Subject of the Agreement, may only be taken by the Guest after the Moovy Home Consultant is notified and a date for a visit is set.
2. Tampering with meters and illegal consumption of electricity are prohibited.

§ 12. Parking Zone Regulations

1. Parking is only permitted in areas marked as a Parking Zone.
2. The parking lot on the Property is unguarded.
3. After parking in an area marked as the Parking Zone, Users (who do not have the right to park in the Parking Zone), are required to take a ticket from the parking meter located within the Parking Zone. Parking fees are as shown on the parking meter.
4. Users who have the right to park in the Parking Zone are not required to generate a ticket, provided that they have signed an appropriate agreement with the Parking Zone operator and gave the required details (including, in particular, the vehicle registration certificate number).
5. Any person leaving their vehicle in the Parking Zone is liable for any damage resulting from failure to exercise caution when parking or driving the vehicle, including liability for damage caused to third parties..
6. Moovy Home is not liable for damage resulting in particular from theft or burglary, destruction of, or damage to the vehicle caused by third parties (including other Users), for which Moovy Home is not responsible. Moovy Home is also not liable for damage caused by Force Majeure events.
7. Vehicles must not be parked on pavements or walkways. They also must not block access for other vehicles, including emergency vehicles.
8. Children and adults are prohibited from playing in the parking lot (e.g. playing ball, riding scooters, rollerblading, running).
9. Any damage caused within the Parking Zone should be rectified under the mandatory liability insurance of the person responsible for the damage.
10. It is prohibited to install parking locks on parking spaces located in the Parking Zone, or to leave any items (cardboard boxes, personal belongings), e.g. for the purpose of blocking or reserving a parking space.
11. The area outside the boundaries of the Property may be intended for use as parking lots, and it may be an internal road. Moovy Home is not liable for any damage caused within such area.
12. In the event of oil stains appearing in the Parking Zone or on the Property as a result of a poor technical condition of Users' or User visitors' vehicles, the costs of removing the stain, and the liability for any damage caused, shall be borne by the person who has caused the damage.

§ 13. Final Provisions

- 1 Any comments, requests, problems with day-to-day operations or information about malfunctions may be reported by Users directly to the Moovy Home Consultant during Moovy Home's office hours or, and outside those hours at the number of the relevant services provided by Moovy Home, including at the reception desk located on the ground floor of the Building.
- 2 In the event that the Users (including Guests), or any persons visiting the Users fail to comply with the provisions of these Rules and Regulations, contractual fees specified in the Price List attached to the Subscription Agreement may be charged to the Guest.
- 3 The Guests who enter into Subscription Agreements as Consumers have the option of using alternative, out-of-court methods of handling complaints or pursuing claims. The rules for access to such procedures are available at the registered offices or on the websites of entities authorized to settle disputes out of court. These may in particular include consumer ombudsmen (rzecznik praw konsumenta) or Provincial Inspectorates of Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej), a list of which can be found on the website of the Office of Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów).
- 4 Changes in Moovy Home's details do not require an amending annex to the Subscription Agreement to be signed, and it is sufficient for such new details to be notified to the Guest by email.
- 5 Moovy Home has the right to initiate amendments to these Rules and Regulations without the need to sign an amending annex to the Subscription Agreement for important reasons which include but are not limited to the following:
 - 1) ruling delivered by a common court, or a decision, instruction, recommendation or another binding act issued by a public administration authority, resulting in the necessity for Moovy Home to amend these Rules and Regulations,
 - 2) change in the legal situation resulting in the necessity to amend these Rules and Regulations,
 - 3) introduction of new products or services, on the understanding that such amendment to the Rules and Regulations may only concern the introduction of, or amendments to the provisions relating to such products or services, and that their use will not be mandatory for the Guest, and non-use will not entail any costs for the Guest,
 - 4) need to clarify the provisions of the Agreement or introduce editorial changes that will not adversely affect any rights or obligations, or will relate to obvious clerical errors.
4. Moovy Home will notify the Guest of any need to amend these Rules and Regulations, and of the anticipated effective date of such amendments, by sending an email to the Guest's email address.
5. Amendments to these Rules and Regulations that do not require an amending annex to be signed are binding upon Users as of the date specified by Moovy Home, to be not less than 14 calendar days after the Guest is notified of the amendment. The Guest has the right not to accept the amendments. To that end, the Guest must send Moovy Home a notice of termination of the Subscription Agreement within 14 days of receiving information about the amendment. If the Guest fails to terminate the Subscription Agreement signed with Moovy Home, it will be assumed that the Guest agrees to the amendments. The termination takes effect with 14 days' notice.