

## **Terms and Conditions**

These Terms and Conditions ("Agreement") govern the relationship between The EIS Project UG ("Company"), with its registered office at Beedstrasse 54, 40233 Düsseldorf, Germany, and registered under registry code number HRB 104836, and the Client ("Tenant"), who seeks accommodation through the services provided by the Company.

### **Definitions**

**"Company"** refers to The EIS Project UG, with its registered office at Beedstrasse 54, 40233 Düsseldorf, Germany, and registered under registry code number HRB 104836.

**"Client"** refers to the tenant seeking accommodation through the services provided by the Company.

If applicable, in the case of a client requesting the Mediation Services of the Company on behalf of a group of people, that Client will act, and thus be considered, as the representative of the Group and responsible for it.

**"Landlord"** refers to the individual or entity offering apartments or rooms for rent.

### **1. Services Provided**

1.1 The Company provides a service to connect tenants seeking accommodation ("Client") with landlords offering apartments or rooms for rent ("Landlord") in Europe.

1.2 The Company acts as an intermediary, facilitating communication between the Client and the Landlord.

### **2. Fees and Payment**

2.1 The Company charges a mediation fee equivalent to 50% of the first month's rent of the accommodation.

2.2 The mediation fee is due only after a rental agreement has been signed between the Client and the Landlord.

2.3 Once the rental agreement is signed, the Client is obligated to pay the agreed mediation fee to the Company within one month.

2.4 If applicable, in the case of a client requesting the Mediation Services of the Company on behalf of a group of people, that Client will act as the representative of the Group and thus be entirely responsible for the entire and due time payment of the Fee.

### **3. Client Obligations**

3.1 The Client agrees to provide accurate and truthful information during the process of seeking accommodation.

3.2 The Client must notify the Company upon signing a rental agreement with a Landlord.

3.3 The Client is responsible for ensuring that the mediation fee is paid in full and on time.

#### **4. Company's Obligations**

4.1 The Company agrees to use reasonable efforts to facilitate communication between the Client and potential Landlords.

4.2 The Company will provide the Client with relevant information regarding available accommodations and will assist in arranging communication with the Landlord.

#### **5. Confidentiality and Data Protection**

5.1 The Company is committed to protecting the privacy and confidentiality of the Client's personal data in accordance with the General Data Protection Regulation (GDPR).

5.2 The Client consents to the processing of their personal data by the Company for the purpose of providing the services described in this Agreement.

#### **6. Liability**

6.1 The Company is not responsible for the actions of the Landlord or the suitability of the accommodation.

6.2 The Company shall not be liable for any loss, damage, or injury arising from the use of its services.

6.3 Under no circumstances is The Company responsible nor liable of any Misconduct of any Landlord.

#### **7. Service Limitations**

7.1 At no time does the Company guarantee the availability of the desired accommodation, nor does it assure that, even if available, the Landlord will choose or permit the Client to proceed with the rental.

7.2 The selection of the tenant is solely at the discretion of the Landlord.

7.3 While the Company is committed to sharing relevant information in good faith in accordance with Article 4.2, it does not guarantee the absolute accuracy of all information regarding apartments or Landlords.

7.4 The Company shall not be liable for any discrepancies or disputes arising between the Client and the Landlord.

## **8. Termination**

8.1 Either party may terminate this Agreement at any time by providing written notice to the other party.

8.2 Termination of this Agreement does not affect the Client's obligation to pay any outstanding mediation fees.

## **9. Governing Law**

9.1 This Agreement shall be governed by and construed in accordance with the laws of Germany.

9.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Düsseldorf, Germany.

9.3 Prior to any court action, the parties agree to attempt to resolve disputes through mediation. Mediation shall be conducted by a neutral third party agreed upon by both parties.

## **10. Amendments**

10.1 The Company reserves the right to amend these Terms and Conditions at any time. Any amendments will be communicated to the Client in writing.

## **11. Refund Policy**

**11.1** If the rental agreement between Client and Landlord is terminated within 14 days of signing, and no other contract between the two is signed, the Client may be eligible for a partial refund of the Mediation Fee, subject to a deduction for administrative costs.

**11.2** Refund requests must be submitted in writing and will be processed within 30 days.

## **12. Indemnification**

**12.1** The Client agrees to indemnify and hold harmless the Company from any claims, losses, damages, liabilities, costs, and expenses (including legal fees) arising out of or related to the Client's use of the services or breach of this Agreement.

## **13. Contact Information**

For any questions or concerns regarding these Terms and Conditions, please contact us at:

[The EIS Project UG]  
Beedstrasse 54,

40233 Düsseldorf, Germany  
Email: [contact@theeisproject.com]  
Telephone: [+39 339 225 9347]