

General Terms and Conditions of Business (GTC)

BRICKS Berlin Schöneberg App

Provider:

Trockland Management GmbH

Hauptstraße 27 | Entrance E |

10827 Berlin

§ 1 Entrance

The BRICKS Berlin Schöneberg app, developed by Trockland Management GmbH and made available to users, is used to simplify communication between the landlord or property management, the caretaker and user as tenant of BRICKS Berlin Schöneberg apartments (hereinafter referred to as "**User**" or "**Tenant**").

- Lessor: Trockland VIII Hauptstr. 27 GmbH, c/o Trockland Management GmbH, Hauptstraße 27, 10827 Berlin
- Property management: Trockland Management GmbH, Hauptstraße 27, Eingang E, 10827 Berlin

Specifically, the following functions are available to the User:

1. Communication between the Tenant, property management and the caretaker; notification of defects

The BRICKS Berlin Schöneberg app allows a Tenant to communicate with property management and the caretaker. With the assistance of the BRICKS Berlin Schöneberg app, a Tenant is able to, for example, provide notification of defects in the rental property, report lost keys and ask general questions of building management. Through the BRICKS Berlin Schöneberg app, property management informs the Tenant of the progress of work in the rental property or of limitations in its serviceability. With this BRICKS Berlin Schöneberg app, Trockland Management GmbH offers to a User the establishment of contact with property management and the caretaker, but expressly does not offer any services or any mediation of services related to the rental property.

3. Access to documents relevant to the lease agreement

The BRICKS Berlin Schöneberg app enables a Tenant to access the documents relevant to his lease agreement, such as the lease agreement, the statement of operating costs and simple correspondence with property management. A prerequisite for the use function is that the User is the Tenant of a BRICKS

Berlin Schöneberg apartment, and has previously consented in writing to the administration of the documents relevant to the lease agreement.

§ 2 Area of application

Subject to individual arrangements and agreements, which take precedence over these GTCs, the contractual relationships between Trockland Management GmbH and a Tenant regarding the use of BRICKS Berlin Schöneberg app shall be governed exclusively by these General Terms and Conditions of Business. Unless otherwise agreed, objection is made to the inclusion of the Tenant's own terms and conditions.

§ 3 Free use of the BRICKS Berlin Schönebergapp

Trockland Management GmbH offers the Tenant the free opportunity to, as described in § 1, contact property management and the caretaker through the BRICKS Berlin Schöneberg app.

§ 4 Liability

(1) A Tenant's use of the BRICKS Berlin Schöneberg app is free of charge. Trockland Management GmbH accepts no liability for any services rendered by third parties.

(2) Trockland Management GmbH shall not be liable for damages that arise through the simple negligent conduct of Trockland Management GmbH or any vicarious agent of Trockland Management GmbH, except

a) for damages arising from any injury to life, body or health,

b) for damages arising from any infringement of a material contractual obligation (the fulfillment of which is a prerequisite for enabling the proper fulfillment of the contract in the first place, and the adherence to which the contractual partner regularly relies and may rely); however, in any such case, the liability of Trockland Management GmbH is limited to compensation for the foreseeable damages that typically occur.

§ 5 Storage of the GTCs

The General Terms and Conditions of Business are stored exclusively in the BRICKS Berlin Schöneberg app on the Tenant's smartphone; they can be viewed by the Tenant in the BRICKS Berlin Schöneberg app at any time.

§ 6 Concluding provisions

(1) The contract language is German.

(2) If the Tenant is a merchant (*Kaufmann*), a legal entity under public law or a special fund under public law, the area of jurisdiction for all disputes arising from the contractual relationships between the Tenant and Trockland Management GmbH is the registered office of Berlin. This also applies if the Tenant does not have a general area of jurisdiction in Germany or the EU, or his domicile or habitual residence is unknown at the point in time of filing the claim.