



Terms and conditions

These regulations define the rules for ordering and performing services offered by the Service Provider at the website: <https://virtualapartment.eu>.

Contact with the Service Provider can be obtained:

- using the email address: contact@virtualapartment.eu
- using the contact form available at: <https://virtualapartment.eu>

§1. Definitions

1. **Terms and conditions** – these regulations.
2. **Client** – a natural person with full legal capacity who concludes a contract for the provision of Services via the website.
3. **Service provider** – T&S VC OÜ Pärnu mnt 18, 10141 Tallinn.
4. **Services** – services of renting a residential premises, providing an address to a residential premises, providing an address for correspondence, receiving correspondence, scanning and sending scanned correspondence and storing documents provided by the Service Provider to the Clients.
5. **Internet service** – website available at <http://virtualapartment.eu>, through which the Client can place an Order.
6. **Order** – an offer to conclude a contract sent by the Client, containing a precisely defined subject of the Services according to one of the packages offered by the Service Provider, the duration of the contract and the remuneration due to the Service Provider.
7. **Unauthorized service** – indication of the Service Provider's address as the address of residence or correspondence address by a natural person with full legal capacity, without concluding an agreement with the Service Provider in written form or in an automated form using the Website, as well as using the Service Provider's address as the address of residence or address for correspondence by the Client after the contract expires (including as a result of termination of the contract) for the provision of Services with the Service Provider.

§2. General rules

1. The Terms and conditions define the rules for using the Website available at <http://virtualapartment.eu> and the rules for performing Services ordered via the Website.
2. The Service Provider provides services to Clients in accordance with the Terms and conditions.
3. The Service Provider may entrust the performance of the Services to third parties.
4. Ordering Services on the Website by the Client is tantamount to reading Terms and conditions and accepting its provisions.
5. The Terms and conditions are made available to Clients as follows:
 - The Terms and conditions are displayed to the Client during the Order placement procedure on the Website. Placing an Order requires prior acceptance of the Terms and conditions.
 - The Terms and conditions are available on the subpage of the Website <http://virtualapartment.eu/terms-and-conditions>.
6. Clients may freely record, print and download the Terms and conditions.
7. The Website and communication via e-mail or by means of devices for direct sound transmission takes place in English, unless settled otherwise.
8. In order to perform the Services, the Client authorizes the Service Provider and its employees to receive and open, scan, copy and store correspondence addressed to the Client. The Client is obliged, if necessary, to confirm and renew such authorizations in order to enable the Service Provider to perform the Services. In particular, the Client may be required to grant and deliver a postal power of attorney for the Service Provider and its employees.
9. The Client may collect correspondence from the Service Provider within 30 days from the date of its delivery at the Service Provider's address - after prior notification of the willingness to receive it and agreeing on the method of receipt. In the event that 90 days have elapsed from the date of delivery of correspondence to the Client at the Service Provider's address and the Client has not collected it on time, the Service Provider is entitled to destroy the Client's correspondence.
10. If the Customer terminates the contract for the provision of Services or if the Customer does not use the Services during the term of the Contract for the provision of Services, the Customer is not entitled to a refund of the remuneration for the previously paid settlement period, unless otherwise provided for in the Terms and conditions or generally applicable regulations laws.
11. The Agreement for the provision of Services is concluded for a definite period, declared by the customer at the time of placing the Order via the website of Service Provider, and the payment is made in advance for the entire duration of the provision of Services, therefore it is not possible for the Client to terminate the Agreement.
12. The Service Provider is entitled to terminate the contract for the provision of Services with immediate effect by sending a notice of termination by e-mail to the e-mail address provided by the Client when placing the Order, if the Client grossly



violates the obligations arising from the contract for the provision of Services by the Service Provider. Refund of the remuneration received earlier for the period following the expiry of the period of termination of the contract for the provision of Services is then not due.

§3. Placing Orders for Services

1. Orders are placed by the Client using the Website.
2. Orders for Services via the Website can be placed 24 hours a day, 7 days a week throughout the year, subject to the periods of technical breaks and maintenance works on the Website.
3. Placing an Order on the Website requires:
 - providing the Service Provider by the Client with the required – in accordance with the content of the form – identification data (name and surname, date of birth, nationality, type and number of the identity document, current, full address of residence),
 - sending a scan of the identity document (front and reverse) to the e-mail address of the Service Provider by the Client,
 - positive verification of the Client done by the Service Provider based on the data provided when placing the Order,
 - the Client's commitment to immediately update the identification data and information provided at the conclusion of the contract in the event that such data or information changes, and additionally to confirm at least once every six months that the identification data and information provided by the Client at the conclusion of the contract or updated later have not changed.
4. Placing an Order by the Client and making a payment is tantamount to submitting an offer to conclude a contract under the conditions specified in the Order.
5. The payment is made in accordance with the payment method selected by the Client from among those available when placing the Order.
6. The moment of payment of the remuneration is the moment of crediting the Service Provider's bank account with the full amount of remuneration due for the Service.
7. The Service Provider, within 24 hours of receiving the remuneration for the Service, confirms the acceptance of the offer by sending the Client to the e-mail address provided earlier a link to the Apartment Rental Agreement signed unilaterally by the Service Provider, enabling him to sign the document.
8. The contract is concluded when the Client receives the confirmation of the Order.
9. If the Order is not confirmed within the time referred to in point 6 above, the contract is not concluded. For this purpose, the Client provides the Service Provider with the data necessary to return his remuneration. The Service Provider is not obliged to provide the reason for not accepting the Order. Regardless of this, the Client may place another Order again.
10. The Client may request the Service Provider to resend the Order confirmation, confirmation of receipt of remuneration, and a copy of these Terms and conditions.
11. By placing an Order, the Client agrees to send the invoice in electronic form, providing an email address for this purpose. The customer interested in receiving an invoice in paper version is obliged to submit such an instruction by sending an email to contact@virtualapartment.eu.

§4. Payments

1. The remuneration, each time expressed in EUR, payable to the Service Provider is visible for the Client on the Website when placing the Order.
2. The payment is made in accordance with the payment method selected by the Client from among those available when placing the Order.
3. The moment of receiving the remuneration is crediting the Service Provider's bank account for the full amount of the remuneration due.
4. Payment for the Ordered Services is made in advance. The Service Provider is entitled to refrain from performing the Service until receiving remuneration.
5. If the Client or any third party uses an Unauthorized Service, i.e. if the Service Provider's address is indicated as the address of residence or correspondence address by a natural person with full legal capacity, without concluding an agreement with the Service Provider in writing or in an automated form via the Website, as well as in the case of using the Service Provider's address as the address of residence or correspondence address by the Customer after the expiry of the contract for the provision of Services with the Service Provider, the Service Provider will be entitled to demand payment from the person who uses the Unauthorized Service in the amount of EUR 100,00 for each day of using the Unauthorized Service, but not more than EUR 50,000.00 for each case - which does not exclude the recovery of damages exceeding the above-mentioned amounts.

§5. Service Provider's Responsibility



1. The Service Provider provides services with due diligence, taking into account the professional nature of the business.
2. The Service Provider is liable for non-performance or improper performance of the Services in accordance with the provisions of the Polish Act of 23 April 1964. Civil Code (consolidated text: Journal of Laws of 2016, item 380, as amended), subject to the provisions of these Terms and conditions.
3. The Service Provider is not responsible for failure to meet the terms of the contract due to force majeure. Force majeure is understood as any random events, unforeseen by the parties to this contract, occurring after the conclusion of the contract, which the party cannot prevent with due diligence, such as fire, floods, earthquakes, strikes, epidemics.
4. The Service Provider is not responsible for the inability to perform the ordered Service for reasons attributable to the Client.
5. The Service Provider is not liable for damage caused unintentionally.
6. The Service Provider's liability is limited only to the actual losses of the Client and does not include lost profits.
7. The Service Provider's liability for the Client's damage resulting from the Services is limited to twice the value of the Order.

§6. Right of withdrawal

1. The right to withdraw from the contract means that a consumer, who has concluded a distance or off-premises contract may, within 14 days from the date of its conclusion, withdraw from it without giving any reason and without incurring costs. Due to the fact that the service of a virtual address of residence is provided from the moment of concluding the contract - we do not offer the right to withdraw from the contract.
2. By signing the Apartment Lease Agreement, as well as the above-mentioned statement, the Client agrees to perform the service within the period provided for withdrawal from the Agreement and at the same time declares that he waives the right to withdraw from the Agreement within 14 days of its conclusion.
3. A template of the Client's statement on resignation from the right to withdraw from the contract is attached as Appendix 1 to the Apartment Rental Agreement.

§7. Complaints

1. The Client has the right to file a complaint.
2. A complaint may be submitted by the Client to the email address: contact@virtualapartment.eu or in writing to the address of the Service Provider's registered office.
3. The complaint should at least include:
 - customer designation
 - designation of the contract concluded by the Customer with the Service Provider
 - name and surname, telephone number, e-mail address of the person lodging the complaint;
 - case description;
 - scans (in the case of complaints sent by e-mail) or copies (in the case of complaints submitted in writing) of documents confirming the circumstances specified in the description of the case (if the person lodging the complaint has such documents);
 - request to settle the complaint in a specific way;
 - address and signature of the person submitting the complaint (in the case of complaints submitted in writing).
4. If the submitted complaint does not meet the requirements referred to in point 3 above and this makes it impossible to recognize the complaint, the Service Provider calls the person lodging the complaint to remove its deficiencies within 14 days from the date of receipt of the request, with the instruction that failure to complete the deficiencies within this period will result in leaving unrecognized complaints. Then, the date of submitting the complaint shall be the date of receipt by the Service Provider of the completed complaint.
5. The complaint will be considered by the Service Provider within 14 working days of its receipt by the Service Provider.

§8. Changing the Regulations or the scope of the Services

1. The Service Provider may change the contents of Terms and conditions, in particular in the case of:
 - changes in the functioning of the offered Services
 - changes to the IT systems used to handle the Services offered.
 - changes in the law regulating the provision of Services or tax regulations and accounting principles related to the provision of Services.
2. In the event of a change to the contents of Terms and conditions, the Service Provider will provide the Client with information on this subject together with the Regulations in the new wording, by sending a message to the e-mail address provided by the Client when placing the Order at least 14 days before the start of the period of validity of the updated Regulations.



§9. Final Provisions

1. In matters not covered by the Terms and conditions, the relevant provisions of generally applicable law shall apply, in particular the Civil Code.
2. None of the provisions of the Terms and conditions excludes or limits the Client's rights to the extent that is not allowed by generally applicable law.
3. Disputes arising from the application of the Terms and conditions and in connection with the performance of contracts concluded between the Service Provider and Clients are subject to recognition by the common court competent for the Wola district in Warsaw. The customer may use out-of-court means of pursuing claims, in particular, apply for a dispute resolution with the participation of a mediator. Mediation is voluntary. Mediation requires the consent of the Client and the Service Provider. Mediation is conducted on the basis of a mediation agreement or a court decision directing the parties to mediation.
4. Terms and conditions come into force on 31.08.2023.