

General Terms and Conditions for Rendity GmbH

Rendity GmbH, headquartered in Vienna (hereinafter also known as “Rendity”), operates a crowd-investing platform for real estate projects under the domain “rendity.com” (hereinafter also known as the “Platform”). The Platform offers asset consulting in compliance with the Austrian Trade Regulation Act by providing information about real estate projects and by concluding a qualified, subordinated loan (hereinafter also known as a “Loan”), with the associated participation in financing the respective project.

1. Scope

(1) The use of the platform establishes a Usage Agreement between the user and the Platform operator that is exclusively subject to the following General Terms and Conditions (hereinafter also “GTCs”).

(2) The legal relationship between the Platform operator and real estate companies is not the subject of these GTCs. This relationship is defined by separately concluded cooperation agreements. The legal relationship between real estate companies and lenders is not the subject of these GTCs either. This is defined by separately concluded loan agreements.

(3) The following definitions apply to the terms defined in the text:

a. User of the platform: the visitor of the platform, who has successfully registered with Rendity

b. Platform operator: Rendity GmbH, headquartered in Vienna, with the address Tegetthoffstraße 7, 1010 Vienna, registered in the Commercial Register of the Commercial Court of Vienna under FN 438425 v is the operator of a crowdinvesting platform for real estate projects

c. Lender: the user of our Rendity platform who has entered into one or more financing agreements through our platform

d. Real estate company: the real estate company as a borrower (which realizes a real estate project) receives capital in the form of a qualified subordinated loan via the platform Rendity from the investors as lenders (for example: a property developer, a project developer, a project company specially used for real estate projects)

e. Loan agreement: A qualified subordinated loan contract concluded between the real estate company as the borrower and the lender

f. Payment service provider: The payment service provider accepts lending sums from the lenders to hold them until appropriate instructions from the platform operator, and upon successful funding, pays them out to the borrower's account. Lemon Way SAS, headquartered in Montreuil, at 14 rue de la Beaune, FR-93100 Montreuil sous-Bois, is a hybrid payment institution approved by the French Banking Authority („ACPR“) (registration number: 16 568)

2. Registration

(1) In order to use the Platform to its fullest extent, users must register and provide truthful personal information as requested. Natural persons are only permitted to register if they are at least 18 years of age and fully legally competent. Legal entities may only be registered by their authorized representatives. Multiple registrations are not permissible. There is no entitlement to register and use the Platform. The Platform operator may refuse a potential lender as a user at any time without further explanation and may terminate the Usage Agreement in compliance with Pt. 6 of the GTCs.

(2) Lenders must have their official residence within the European Economic Area and may only use the Platform on their own account. Registrations are highly personal and may not be transferred.

(3) Once registration is complete, the Platform operator will send the user a confirmation email. The user's email address will only be confirmed when the activation link in this email is opened and registration is completed. After concluding the Agreement, users can review and change their data at any time under "Profile."

(4) Registering with incorrect data is not permissible, and may cause the user to be blocked from the Platform. The Platform operator reserves the right without prior notice to delete registrations that were created with single-use email addresses (known as "disposable email addresses") as well as registrations that are not activated within 2 months of being created.

(5) The User shall ensure that all information provided during the use of the Platform is truthful and up to date.

(6) When registering, users of the Platform choose a password for the registered account. The user hereby agrees to ensure that his/her login data, particularly the password, is not made accessible to third parties. The user is exclusively responsible for all activities performed using his/her account. If there is any indication that the account is being misused, or that third parties have nonetheless obtained knowledge of the login data, the user shall inform the Platform operator of this immediately.

(7) The Platform operator will never request personal data, especially login data, by email or phone.

3. Using the platform

(1) The Platform operator shall provide the users of the Platform with information about real estate projects. Users of the Platform have an opportunity to participate in financing the projects by submitting an offer to conclude loan agreements. Individual offer acceptance by the real estate company shall involve the Platform operator as a carrier of declarations of intent. In this context, the Platform operator shall limit itself to providing sample documents and technical conditions for concluding the agreements, organizing the shipment of documents, and performing certain additional services for the project holders, particularly contract and data management as well as payment coordination. The Platform operator shall not provide any other services.

(2) All real estate companies and information provided by the real estate companies regarding real estate projects were chosen merely on the basis of a simple test, based on certain formal criteria, plausibility and coherence of the overall picture given a reasonable effort and cost. Thus the Platform operator is unable to state whether the real estate companies' information is accurate. Above all, however, the Platform operator does not review whether or to what extent it is economically sensible for the user to grant a qualified, subordinated loan to the real estate company. This assessment and the associated decision about individual investments must be made independently at the user's own discretion.

(3) The technical provision of information on the Platform and the ability to conclude agreements through the Platform do not constitute a recommendation or investment advice, nor legal or tax advice, from the Platform operator. Before concluding an agreement, it is recommended that users obtain economic, tax and legal advice, particularly from an attorney and a tax consultant.

(4) The investment process is only considered to be complete when an amount has been chosen, the agreement on granting a qualified, subordinated loan and all other relevant documents and materials for the investment process have been accepted, payment has been provided through a payment service provider, and the user has received a confirmation pertaining to the agreement.

(5) The real estate company as borrower expressly reserves the right to refuse offers from lenders without stating reasons. The lender therefore has no legal right to accept his offer.

(6) Upon acceptance of the offer by the real estate company as the borrower, the lender has the right to withdraw from the loan contract within 14 days.

(7) For a qualified, subordinated loan, the users shall bear a total default risk as lenders. The loan capital, including interest claims, cannot be reclaimed on the basis of the qualified, subordinated claim if this would create grounds for insolvency on the part of the borrower. This may lead to a total loss of the invested capital. Users are asked to please note the detailed risk information.

(8) Payments shall exclusively be made through an external payment service provider. The Platform operator shall not accept and/or make any payments.

(9) Use of the Platform is free of charge for users.

(10) All types of comments, information, and documents provided within the context of the Platform and/or the associated blogs that violate applicable laws or are otherwise inappropriate, particularly containing racist, pornographic, insulting or immoral content, are not permissible. Violations of this provision may result in a damage compensation obligation for the Platform user, deletion of the articles in question, and/or immediate blocking of the Platform user from further use of the Platform.

(11) If there are signs that the Platform is being misused, particularly in the case of agreements concluded through the Platform without payment of the loan amounts owed as per the respective agreements, the operator reserves the right to block the user from use of the platform with immediate effect.

(12) The Platform operator is entitled to reduce, expand or otherwise change the services offered to users on the Platform at any time if this becomes necessary for good cause.

4. Data privacy

(1) The user is not entitled to share or reproduce any documents, information and materials that were made available to the user through the Platform. This excludes information and materials that are publicly accessible. This requirement shall also apply without limitation after the end of the use of the Platform, as well as after any termination of this Usage Agreement. If a user violates this obligation, it may lead to liability for damages.

(2) The user's personal data shall only be collected and used in accordance with legal provisions, particularly in compliance with the applicable data privacy laws.

(3) The Platform operator reserves the right to verify the provided data on a random basis. This data shall not be shared with third parties without express permission from the user. The Platform operator notes that data transmission on the internet (e.g. in email communications) may be subject to security gaps. It is not possible to seamlessly protect data from third-party access. Users have the right to obtain information free of charge at any time, but at most once per quarter, about what personal data has been saved about them, its origin and recipients, and the purpose of processing this data; they are also entitled to have the data corrected, blocked or deleted as long as no other contractual provisions prohibit this.

(4) Third-party use of contact information published in compliance with the legal notice obligation in order to transmit advertisements and informational materials that were not explicitly requested is hereby explicitly prohibited. The Platform operator explicitly reserves the right to take legal action in the event that unrequested advertising information, for instance spam, is transmitted.

5. Liability

(1) The Platform operator shall be liable to the user without limitation in the event of a loss of life, bodily injury or damages to health, and for damages due to an intentional or grossly negligent violation of its contractual obligations based on the Usage Agreement.

(2) The above liability limitations shall also apply in the event that a vicarious agent is at fault, as well as to the personal liability of the Platform operator's employees, representatives and corporate bodies.

(3) The Platform operator shall not be liable for the effectiveness of the concluded loan agreements or the economic success of the financing, for payment defaults or for the risk of insolvency by the parties to the Agreement.

(4) No liability is assumed for the claims and information provided by real estate companies on the Platform, particularly with regard to real estate projects (see Pt. 3 (2) of the GTC's).

(5) The Platform operator assumes no liability for the content of pages to which links are provided. If one of the pages to which a link is provided is found to have questionable or illegal content, a notification is requested so that the link can be removed as quickly as possible in such a case. If you leave the Platform via an external link or click on a link that leads to an external page, your web identity (IP address, operating system, browser used, etc.) may be recorded there. The Platform operator is not able to influence or give notice of any collection and processing of your personal data by these pages, for instance Facebook or Twitter. Users of the Platform are advised to inform themselves about the applicable GTCs and the privacy policy of each provider on the linked pages.

6. Term & Termination

- (1) The Usage Agreement received for the use of the Platform is open-ended and can be ended by ordinary termination at the end of any month with 14 business days' notice. For a legal termination, the user has the option of providing the corresponding notice to the Platform operator by an e-mail, which must be officially received by the Platform operator.
- (2) The right to extraordinary termination for good cause remains unaffected hereby.
- (3) Agreements concluded through the platform, in particular loan agreements, remain unaffected by any termination.

7. Availability of the platform

- (1) The Platform operator shall strive to make the Platform consistently available within the scope of what is technical-ly and economically reasonable. For technical reasons, however, constant availability of the Platform cannot be guaran-teed for Platform users. In particular, maintenance, security and capacity requirements as well as occurrences beyond the control of the Platform operator may lead to a temporary suspension of the offered services and the Platform's availability.
- (2) Inadequate technical equipment on the part of the user and/or an inadequate connection from the access provider may also lead to such limitations.
- (3) The Platform operator is entitled to temporarily limit the Platform and its services at any time if this is necessary for capacity reasons, security reasons, for performing other technical measures or for another material reason.

8. Final provisions

- (1) The Platform operator shall strive to make the Platform consistently available within the scope of what is technical-ly and economically reasonable. For technical reasons, however, constant availability of the Platform cannot be guaran-teed for Platform users. In particular, maintenance, security and capacity requirements as well as occurrences beyond the control of the Platform operator may lead to a temporary suspension of the offered services and the Platform's availability.
- (2) These GTCs and the legal relationship between the Platform operator and the user are subject to the laws of the federal republic of Austria.
- (3) The court having subject matter jurisdiction for the 1st District in Vienna shall be responsible for all disputes arising from this Agreement. Regardless of this, contractual partners can also be subject to proceedings at their general place of jurisdiction.
- (4) The invalidity of individual provisions of these GTCs shall not cause the entire Agreement to be invalid; they shall be replaced by valid provisions that as closely as possible approximate the economic and legal intent of the invalid provisions.