

Terms and Conditions of the Online Platform "Tenant Portal" (hereinafter referred to as the "**Terms and Conditions**")

I. Introductory Provisions

1. **MINT Real Estate Services s.r.o.**, with its registered office at Na Příkopě 1096/19, Staré Město, 110 00 Prague 1, Company ID No.: 23388773, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 426278 (hereinafter referred to as "**MRES**"), is the operator of the online platform Tenant Portal (hereinafter referred to as the "**Platform**").
2. "**Mint Living**" is a trade name used for development and residential rental projects implemented in the Czech Republic through companies that are ownership-wise or contractually affiliated with MRES.
3. Based on a contractual relationship, MRES enables the use of the Platform by a legal entity belonging to the Mint Living group that is the owner and lessor of the real property in which the Apartment or Non-Residential Premises are located and in respect of which the User has entered into a Lease Relationship, and which enables the User to use the Platform (hereinafter referred to as the "**Provider**"). The identification of the specific Provider is always stated in the lease agreement concluded with the User and/or in the user interface of the Platform.
4. A User (hereinafter referred to as the "**User**") of the Platform is a person who has entered into a contract with the Provider in accordance with these Terms and Conditions (hereinafter referred to as the "**Agreement**"). A User may only be a person who has concluded a lease agreement with the Provider for an apartment (hereinafter referred to as the "**Apartment**"), a contract for the lease of premises used for business or a garage (hereinafter referred to as the "**Non-Residential Premises**"), etc., i.e. has the right to use real estate owned by the Provider (hereinafter referred to as the "**Lease Relationship**").
5. The Platform is used by Users to facilitate access to information related to the Lease Relationship to the Apartment or Non-Residential Premises. The Platform brings together contact information about the User as a tenant and important information about the lease agreement and the Lease Relationship. Through the Platform, the User may change his/her contact, invoicing or identification data, may create administrative requirements related to the Lease Relationship, the scope and amount of services provided, report a malfunction, defect or other technical requirement, etc., according to the current possibilities of the Platform. In the Platform, it is also possible to see an overview of payments in one place and it is possible to download the current bill and registration sheet. Through the Platform, the User is informed not only about news and promotions of the Provider, but also about planned repairs, reconstructions and shutdowns in their Apartment, Non-Residential Premises or House.
6. The User Account (hereinafter referred to as the "**User Account**") consists of the part of the Platform that is accessible to the User after entering the Login Data. The activation of the User Account is carried out by the User via the Platform on the website of mint.leasaplus.cz.
7. Login Credentials (hereinafter referred to as the "**Login Data**") are a unique combination of the User's login name (hereinafter referred to as the "**Username**") and the password chosen by the User. The username is determined by the Provider. If the User is a legal entity or a natural person doing business, it is considered that the person authorized to act and obtain the Login Data from the Provider is the entrepreneurial natural person or the person authorized to act on behalf of the legal entity according to the entry in the Commercial or other public register (hereinafter referred to as the "**Statutory Body**"). The statutory body may authorize a third party on the basis of a power of attorney for the purposes of acting and obtaining the Login Data. In the power of attorney, this person must be identified by name, surname, telephone number and e-mail.
8. The Services include all activities and functionalities provided through the Platform to the User on the basis of the Contract (hereinafter referred to as the "**Services**").
9. The Contractual Terms and Conditions have the character of business terms and conditions within the meaning of the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended. The Terms and Conditions are valid from 1.1.2026 and

govern the mutual rights and obligations of the Parties in the provision of Services related to the use of the Platform.

10. By confirming the Terms and Conditions when activating the User Account, the User agrees to these Terms and Conditions, which govern the contractual relationship between the User and the Provider (hereinafter referred to as the "**Parties**").
11. The currently valid wording of the Terms and Conditions is always published on the Provider's website and and within the Platform.
12. The Author of the Platform and the entity performing the service of the Platform for MRES and the Provider is TESCO SW a.s., Company ID: 258 92 533, with its registered office at tř. Kosmonautů 1288/1, Hodolany, 779 00 Olomouc, registered at the Regional Court in Ostrava under file number B.2530 (hereinafter referred to as the "**Author**").

II. Activating a User Account

1. The activation of the User Account (hereinafter referred to as the "**User Account Activation**") for the User Account is carried out by the User via the Platform accessible on the mint.leasaplus.cz website.
2. The User shall receive an e-mail with the Username and a link to the activation of the User Account (hereinafter referred to as the "Activation Form") to the e-mail address provided to the Provider for the purpose of Activation of the User Account. To activate the User Account, the User chooses a password under his/her User Name. The password must contain at least 8 characters (hereinafter referred to as the "**Password**"). To check the correctness, the User must enter the Password twice. After entering the Password, the User will receive a verification code by SMS to the mobile phone number that they have provided to the Provider for the purpose of authentication, which they will enter into the Activation Form.
3. After the User Account Activation has been completed, the User may log in to the Platform.
4. The User is allowed to change the password to the User Account after logging in to the Platform. The change is made by entering the existing password and entering the new password twice.

III. Forgotten password

1. A forgotten password to a User Account cannot be recovered by the user. Through the Platform accessible on the mint.leasaplus.cz website, it is possible to generate a link to create a new password (hereinafter referred to as the "**New Password**").
2. The User shall receive an e-mail to the e-mail address provided to the Provider for the purpose of Activating the User Account with a link to the form intended for creating a New Password for the User Account (hereinafter referred to as the "**Forgotten Password Form**"). The procedure for creating a New Password is identical to the procedure in paragraph II of these Terms and Conditions.
3. After creating a New Password for the User Account, the User can log in to the Platform using the New Password.

IV. Contract

1. The Contracting Parties agree that the Contract under these Terms and Conditions may be concluded using remote means of communication. The costs associated with the conclusion of the Contract when using means of distance communication shall be borne by each of the Contracting Parties from its own funds.
2. The Contract is concluded at the moment when the User expresses his/her consent to these Terms and Conditions when activating the User Account and becomes acquainted with the Provider's Personal Data Processing Policy.

V. Use of the User Account, obligations of the User

1. The User has the right to set up only one User Account.
2. The User undertakes to use his/her User Account exclusively by himself and shall not provide it to a third party for use.
3. The User is obliged to ensure that his identification data remains exclusively in his possession and is not disclosed to another person. The user is responsible for all consequences associated with non-compliance with the privacy of his identification data.

4. The User bears full responsibility for the activity taking place on the User Account.
5. If the User is a legal entity, the Statutory Body is entitled to request the Provider to cancel and, if necessary, create a new User Account with new Login Data. A request for deactivation of the User Account must be sent to the Provider outside the User Account, via a data box, by e-mail or by letter to the contact details provided on the Provider's website.
6. The User is responsible for ensuring the security of the Password. The Provider recommends that the User does not use the same Password in third-party web portals and applications.
7. For the purpose of using the Platform, the User is obliged to provide the Provider with complete and truthful information. The User is also obliged to provide complete and truthful information in his/her User Account. The User is responsible for the content and data entered into the Platform.
8. The User undertakes not to use the Platform in any way that would in any way infringe the rights of the Provider or third parties, or that would violate legal regulations. In particular, the User is prohibited from:
 - a) to send messages through the User Account in any form with inappropriate, deceptive or harmful content or with content that would be detrimental to the Provider or third parties or that would be contrary to good morals;
 - b) to publish hate speech, pornographic content, speeches inciting violence or suppression of fundamental human rights and freedoms and other content that could damage the Provider's reputation through the Platform;
 - c) use the Platform for illegal activities;
 - d) send spam through the Platform;
 - e) send repetitive requests and queries via the Platform.
9. In the event of a violation of the rights of the Provider or third parties, the Provider is entitled to block the User's account on the Platform.
10. The Provider is entitled to block or remove data, data or other content that the User uses through the Platform, resp. User Account, distributed, stated, displayed or stored, and which are contrary to these Terms and Conditions.
11. The User must not abuse the Platform or the Services, e.g. must not interfere with the Platform or attempt to gain access to it in any other way than through the designated interface and according to the instructions provided.
12. The User is obliged to notify the Provider of any malfunctions, irregularities or errors in the Platform without delay via the Provider's e-mail address provided on the Provider's website. The Provider's technical support is provided to the User via e-mail communication or by phone, at the Provider's option.
13. The User acknowledges that the availability of the Platform may be temporarily limited or interrupted, in particular due to upgrades and maintenance, force majeure, actions of a third party or the User, power outages or connectivity. For the purposes of these Terms and Conditions, force majeure also means a failure of the server or other hardware used to ensure the operation of the Platform, or the unavailability of the Platform due to the malfunction of services provided by third parties.

VI. Platform Updates, Maintenance and Technical Support

1. The Provider provides Users with updates to the Platform free of charge.
2. The Provider decides on the frequency and scope of updates. The primary purpose of the updates is to adapt the Platform to new versions of programming languages. The secondary purpose is to facilitate the operation of the Platform.
3. The Provider is entitled to limit, interrupt or suspend the operation or support of the Platform for a short period of time at the time strictly necessary, in particular due to the implementation of updates, maintenance and modifications of equipment that directly affect the operation of the Platform. The Provider, if possible, shall inform the User of the outage in advance, in particular via the customer Platform.
4. The Provider does not guarantee the trouble-free functionality of the connection of the Platform to third-party programs.
5. The Provider does not provide technical support for the Platform installed on the User's device.

VII. License Agreement

1. The Provider grants the User a license to use the Platform and related databases that will be used by the User as part of the use of the Platform. The license is granted as royalty-free, personal, non-exclusive, limited in time for the duration of the Contractual Relationship under these Terms and Conditions and locally unlimited. The license is granted to use the Platform and databases in the manner and for the purpose resulting from these Terms and Conditions and inherent to the Platform, and the User undertakes to comply with it.
2. The User does not have the right to grant a third party a sublicense to use the Platform.
3. The User is not entitled to reproduce the Platform for the purpose of its distribution, or to communicate it in any way to third parties, to rent or lend it, unless the Provider has given him or her prior express consent to do so. The User is also not entitled to exceed the quantitative scope of the license agreed in the Agreement or stipulated in these Terms and Conditions.
4. The User may not modify, reverse engineer, recompile, convert from the source code of the Platform, access the source code and may not make the source code of the Platform available to a third party.
5. The User is also obliged to comply with all restrictions on the use of the Platform stipulated by law and these Terms and Conditions.
6. The User is not entitled to remove, change, obscure or in any other way interfere with any copyright or other designations of the relevant entities located or stored on the Platform, or any part thereof, or documentation distributed with the Platform.
7. The copyright to the Platform, accessories and documentation belongs to the Author. All logos, registered trademarks, trademarks, other brands and product names belong to their respective owners. The User does not acquire any rights to the Provider's or third parties' trademarks by concluding the Contract.
8. The User shall ensure that third parties are not acquainted in any way with the scope and procedure of the performance of the Contract and the documents relating thereto without the prior written consent of the Provider. The User acknowledges that this information is confidential within the meaning of Section 1730 of the Civil Code.
9. The Provider is obliged to maintain confidentiality about all essential facts obtained in the course of its activities resulting from the Contract.

VIII. Restricting or Interrupting Access to the Platform

1. The Provider has the right to limit or interrupt the User's access to the Platform in the event of a breach of these Terms and Conditions, legal regulations, or if it is necessary for the implementation of measures or decisions issued by public authorities, for the period of time strictly necessary.
2. The Provider reserves the right to cease operating the Platform or to provide support to it, even with immediate effects.

IX. Responsibility

1. The Provider shall not be liable for defects or damages caused by defects in the Platform or its erroneous outputs, if they were caused by the User, third parties or circumstances excluding the Provider's liability.
2. The Provider shall not be liable for defects or damage caused in particular:
 - a) entering incorrect data into the Platform by the User, incorrect procedure of the User when entering data or information or incorrect interpretation of data presented to the Platform,
 - b) virus infection of the User's local network or mobile phone with computer viruses (spyware, malware, etc.) or by hacker attack or other similar external attack,
 - c) as a result of damage caused by unprofessional intervention in the Platform,
 - d) damage to the Platform caused by improper functioning of technical equipment, operating system or network, as a result of damage caused by improper functioning of third-party programs running simultaneously with the Platform.
3. The Contracting Parties shall not be liable, in addition to the cases stipulated by the relevant law, for a breach of obligations caused by force majeure, i.e. circumstances

occurring independently of the will of the parties, which could not have been averted even with all possible efforts, or are objectively unavoidable.

X. Personal data

1. The Provider hereby informs the User that for the purpose of performing the Contract based on the acceptance of these Terms and Conditions by the User, the Provider processes the User's personal data in particular in the scope of telephone number, e-mail, electronic identification data and access data, identification data, etc. within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general Data Protection Regulation) (hereinafter referred to as the "Regulation").
2. As part of the provision of Services on the basis of the Contract concluded by the User's acceptance of the Terms and Conditions, the Provider undertakes to protect such personal data in accordance with the requirements arising from the Regulation and Act No. No. 110/2019 Coll., on the processing of personal data, as amended.
3. All processing of personal data is carried out in accordance with the Privacy policy document that the User has become acquainted with before concluding the Agreement.

XI. Duration and Termination of the Agreement

1. The contractual relationship between the User and the Provider is established at the moment of acceptance of the Terms and Conditions by the User and confirmation of familiarization with the Principles of the Provider's personal data processing by the User when activating the User Account.
2. The User is entitled to cancel (deactivate) their User Account at any time via the Platform, or at any of the Provider's client centres, or by sending a request to the Provider's e-mail address: helpdesk@mintliving.cz.
3. The Contract shall be concluded pursuant to these Terms and Conditions for an indefinite period of time and shall terminate in particular if:
 - a) The Provider shall cease to operate the Platform;
 - b) The User shall cancel his/her User Account pursuant to point 2 of this Article;
 - c) The User expresses their disagreement with the updated Terms and Conditions.
4. In the event of termination of the Lease Relationship, the validity of this Agreement shall also be automatically terminated, except in the case where more than one Lease Relationship is concluded between the Contracting Parties. If more than one Lease Relationship is concluded between the Parties, this Agreement shall be valid until the termination of the last Lease Relationship. In order to settle all liabilities arising from the Lease Relationship, the Provider may allow the User limited access to the Platform even after the end of the Lease Relationship, but no later than by the end of the calendar year in which all liabilities arising from the Lease Relationship were settled.

XII. Final provisions

1. The Provider is entitled to change these Terms and Conditions. The Provider shall notify the User of the upcoming change to the Terms and Conditions by e-mail or a message to the Platform. At the time of the validity of the updated Terms and Conditions, the User will be asked to agree/disagree with the Terms and Conditions before logging in to the Platform. By granting consent, the User is allowed to log in to the Platform. If the User refuses to consent, access to the Platform shall be denied. In this case, the User account will not be automatically deactivated, but the User has the option to change their attitude to the Terms and Conditions with each subsequent attempt to log in and thus make an additional consent. The Terms and Conditions govern the mutual rights and obligations of the Parties in the provision of Services related to the use of the Platform, and without their acceptance, the Services cannot be used.
2. The Provider reserves the right to inform the User about news, outages of the Platform, or updates of the Terms and Conditions via the Platform.
3. If any provision of these Terms and Conditions is or becomes null, invalid or

unenforceable, this shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions. Both the Provider and the User undertake to replace the apparent, invalid or unenforceable provision with a new provision, the wording of which will correspond to the intention expressed in the original provision.

4. The Agreement, as well as the Terms and Conditions, are governed by the laws of the Czech Republic.
5. The Terms and Conditions come into effect on 1.1.2026.