

GENERAL TERMS AND CONDITIONS OF SALE

This document regulates the General Terms and Conditions of sale of the pricing plans for accommodation and associated hotel services offered by Noe 24 at each of its Facilities (the “**General Terms and Conditions**”). By making a reservation, each Guest and/or Contracting Party declares that he/she accepts these General Terms and Conditions and is fully cognisant of the Internal Regulations (which, accordingly, he/she undertakes to respect).

1. DEFINITIONS

For the purposes of this document, the terms and phrases listed below shall have the meanings provided next to them, unless defined differently below:

- 1.1. **Noe 24:** refers to Noe 24 S.r.l., a single shareholder company based in Via Vittor Pisani 20, 20124 – Milan.
- 1.2. **Facilities/facility:** means each of the Noe 24 S.r.l. accommodation/Hotel facilities specialised in the offer of “hybrid” hospitality services.
- 1.3. **Contract:** the agreement signed between the Contracting Party and Noe 24 when the reservation is made, including these General Terms and Conditions, the Internal Regulations and any other contract/document pertaining to the reservation.
- 1.4. **Contracting Party:** indicates the natural or legal person who signed the contract. Each Contracting Party shall be held jointly and severally liable for the conduct of the Guest on whose behalf he/she has signed the Contract; by signing the Contract, the Contracting Party personally assumes all obligations deriving therefrom.
- 1.5. **Guest:** means the user of the Facility’s Hotel Services, who need not be the Contracting Party. Unless otherwise indicated, any reference to “Guest” includes a Guest who has made a reservation for either a co-living or a short-stay hotel pricing plan. Any reference to “Guest” also includes any visitor and/or accompanying party, who is authorised pursuant to these General Terms and Conditions.
- 1.6. **Co-living Guest** means a Guest who has reserved a co-living hotel pricing plan.
- 1.7. **Booking:** means a reservation made by the Contracting Party using the “*booking procedure*” referred to in these General Terms and Conditions.
- 1.8. **Group booking:** refers to the economic terms and conditions of a booking for 5 (five) or more rooms.
- 1.9. **Deposit:** means the down payment which the Contracting Party may pay as a guarantee deposit pursuant to Article 1385 *et seq.* of the Italian Civil Code, when booking one of Noe 24’s accommodation plans.
- 1.10. **Booking details:** data related to the type of booking made (Booking or Group Booking), the pricing plan (e.g. stay with a short-stay hotel pricing plan, or stay with a co-living hotel pricing plan), the date of arrival (the “**check-in**”) and the departure date (the “**check-out**”), the details of the hotel services offered in relation to the pricing plan purchased, the type of room, the Rate (including the associated withdrawal policy), the personal particulars of the Contracting Party and of the Guest.
- 1.11. **Booking Option:** the right to request Noe 24 to hold/freeze the terms and conditions of a booking for a stay with a co-living pricing plan, or of a group booking, subject to the terms and conditions below.
- 1.12. **Security deposit:** the amount paid to guarantee full and precise compliance with obligations undertaken by the Contracting Party under these General Terms and Conditions, under the Internal Regulations, the Wi-Fi Regulation and under any other contract/document related to the reservation, pursuant to Article 2.4 below.
- 1.13. **No-show:** where the Guest does not show up at the selected Facility for his/her reserved stay by 24:00 hours on the anticipated check-in date, and the Facility has not been notified of any exercise by the customer of his/her withdrawal rights under these General Terms and Conditions, where applicable.
- 1.14. **Stay with a short-stay hotel pricing plan:** means the booking of a stay with a pricing plan for at least 1 (one) night up to a maximum of 28 (twenty-eight) nights.
- 1.15. **Stay with a co-living hotel pricing plan:** means the booking of a stay with a pricing plan applicable only to co-living Guests, i.e. for stays longer than 28 (twenty-eight) nights.
- 1.16. **Accommodation rate:** indicates the rate, inclusive of VAT and additional taxes applicable (but excluding any local tourist tax) payable to Noe 24 by the Contracting Party, to purchase a stay with a short-stay hotel pricing plan and/or a stay with a co-living hotel pricing plan. To make a booking, note that the only valid rates applicable will be the Accommodation rates which are available for consultation on the website www.21wol.it and/or communicated using the electronic channels offered by relevant intermediaries (e.g. GDS, intermediary portals) or notified in the confirmation e-mail referred to in Article 2.2 or, for group bookings, in Article 3.1 below. Noe 24 reserves the right to amend the rates applicable to stays already booked subject to the terms and conditions provided for in Article 21.1 below; there will be no need to notify the Contracting Party in advance, however, in relation to VAT or other tax rate changes, which shall be deemed to automatically apply.
- 1.17. **Minimum age:** means the minimum age of the Contracting Party required in order to reserve an accommodation plan i.e. 18 (eighteen) years. For Guests under the age of 18 (eighteen), reservations should be made by parents or legal representatives. Guests under 18 (eighteen) can stay at a Facility only if accompanied by a parent

or legal representative or by an adult other than the parent or legal representative, on condition that, in this case, the underage Guest can show Noe 24 staff an authorisation form individually signed by the parent or legal representative.

- 1.18. **Internal Regulations:** refers to the document which contains the rules of conduct and of use of the Facilities, whose purpose is to ensure the peace, quiet and orderliness of the Facility, and to guarantee all Guests peaceable enjoyment of the Services offered by Noe 24.

2. BOOKING PROCEDURE

- 2.1. A booking can be made at the Facility, by means of the online procedure accessible on the website, by calling Noe 24's booking office, by sending an e-mail request, or using the electronic channels offered by the relevant intermediaries (gds, portals of intermediation, etc.). The use of the booking services shall imply the full and unconditional acceptance of these General Terms and Conditions, and of the provisions of the Internal Regulations, of the Wi-Fi Regulation and of any other document pertaining to the reservation.
- 2.2. Upon completion of the booking procedure, Noe 24 will send the Contracting Party and/or the Guest an e-mail confirming the booking. The booking confirmation shall constitute the Contract completion.
- 2.3. When a stay with a co-living hotel pricing plan is being booked, the Contracting Party can request a free Booking Option for a maximum of 24 (twenty-four) hours. If the Contracting Party does not confirm the reservation within the following 24 (twenty-four) hours, the Booking Option will expire. Any Booking Option for periods in excess of 24 (twenty-four) hours must be approved by Noe 24 in writing, in a special confirmation e-mail; in this case, Noe 24 reserves the right to request the Contracting Party for a payment against the Booking Option.
- 2.4. At the time of the booking, the Contracting Party shall provide the details of a credit card with at least 6 (six) months validity remaining, where stays with a short-stay hotel pricing plan are requested, or 12 (twelve) months where stays with a co-living hotel pricing plan are requested, as a guarantee for the obligations undertaken by the Contracting Party and/or by the Guest also pursuant to Articles 9 and 10 below, and also to cover cases of infringement of the Internal Regulations, of the Wi-Fi Regulation and of any other contract and/or document related to the booking. Noe 24 reserves the right to request pre-authorisation (without debiting any amount) from the credit card circuit manager for an amount representing the rate for the first night, where stays with a short-stay hotel pricing plan are requested, or for the first month where stays with a co-living hotel pricing plan are requested, in order to ensure that the credit card provided as a guarantee is valid. Any pre-authorised amount will

be released on check-out, save as otherwise indicated in these General Terms and Conditions. The foregoing is without prejudice to additional provisions of these General Terms and Conditions also in relation to no-shows.

- 2.5. Subject to the provisions of Article 2.2., if it should happen - due to organisational needs also related to the availability of the Facility (e.g. mistaken indication of availability periods at the Facility due to electronic booking malfunctions) - that Noe 24 cannot guarantee all or some of the services booked or provide them subject to the terms and conditions (economic and otherwise) indicated in the Booking Details, Noe 24 reserves the right to withdraw from the Contract at its sole discretion, and without any obligation to provide reasons to the Guest and/or Contracting Party. In relation to the circumstances referred to in this Article 2.5, Noe 24 shall notify the Guest and/or Contracting Party of its intention to withdraw from the Contract within 72 (seventy-two) hours after transmitting the email confirmation of the booking referred to in Article 2.2. In this case, the Contracting Party will be fully refunded any deposit paid, by crediting the credit card provided in accordance with Article 2.4 above, but no compensation of any kind will be payable.

3. GROUP BOOKING

- 3.1. Bookings of 5 (five) or more rooms qualify as group bookings. The supplementary Contract terms and conditions provided with the e-mail confirming the group booking apply exclusively to the group booking dealt in question. The provisions of Article 2.4 above shall remain applicable.
- 3.2. When a group booking is being booked, the Contracting Party can request a Booking Option for a maximum period to be agreed with Noe 24, depending on the Parties' requirements. Any Booking Option must be approved by Noe 24 in writing in a special confirmation e-mail; Noe 24 reserves the right, in this case, to request the Contracting Party for a payment against the Booking Option. If the Contracting Party does not confirm the reservation by the deadline agreed for exercising the Booking Option, the latter will expire.

4. CHECK-IN PROCEDURE

- 4.1. The check-in procedure referred to in this Article applies to all types of stays offered by Noe 24 (stays with a short-stay or a co-living hotel pricing plan).
- 4.2. Save as otherwise agreed with the Contracting Party, the room booked will be made available to the Guest from 3:00 pm (fifteen hours) onwards on the day when the hotel stay is due to begin, as indicated in the booking details (the "check-in"). Requests for early check-in should be made at the

time of booking or, if later, sent in writing to Noe 24 to the e-mail address bookingmicentro@21wol.it no later than 12:00 (twelve) o'clock on the day before the stay is scheduled to begin, as indicated in the Booking Details, and Noe 24 may accept or refuse the request at its sole discretion, based on availability at the Facility. Any confirmation e-mail received from Noe 24 constitutes an acceptance of the Contracting Party's request. If an early check-in time is requested, Noe 24 reserves the right to request a payment from the Contracting Party, the amount in question to be determined by Noe 24 before the Guest confirms his/her request.

- 4.3. The room booked is for the exclusive use of the Guest for whom the Contract was entered into; any visitors and/or accompanying parties should be specifically indicated to the Facility's staff in advance, and their stay at the Facility should be authorised in advance by Noe 24. In these cases, the provisions applicable to the Guest referred to in the Contract shall also apply to the visitor and/or accompanying party (subject to the necessary changes being made), without prejudice to Noe 24's entitlement to charge the Contracting Party any further costs for the use of services also by visitors and/or accompanying parties, which are reserved for the Facility's Guests.

5. CHECKING THE HOTEL ROOM'S CONDITION

- 5.1. Subject to the provisions of Article 4 above, the Guest shall check the condition of his/her hotel room immediately after check-in. Any malfunctions or damage to the structure or furniture/fittings of the hotel room (including missing or damaged furnishings) should be promptly reported to Noe 24 i.e. no later than 4 (four) hours from check-in.
- 5.2. Noe 24 reserves the right to check the hotel room's condition at the time of check-out, to ascertain whether it is in the same condition as when the Guest first checked in. The provisions of Article 6.2 below of these General Terms and Conditions will apply if there is any damage to the room (including missing or damaged furnishings) identified on the check-out date which has not been reported in accordance with Article 5.1 above of the General Terms and Conditions.

6. CHECK-OUT PROCEDURE

- 6.1. Each Guest shall vacate the room by 12.00 (twelve) hours on the check-out date as indicated in the booking details (the "check-out"). Requests for late check-out should be made at the time of booking or, if later, transmitted in writing to Noe 24 to the e-mail address bookingmicentro@21wol.it no later than 12:00 (twelve) o'clock on the day before the stay is scheduled to terminate, as indicated in the Booking Details, and Noe 24 may accept or refuse the request at its sole discretion, based on availability at the Facility. Any confirmation e-mail

received from Noe 24 constitutes an acceptance of the Contracting Party's request. In this last case, Noe 24 reserves the right to request a payment from the Contracting Party, the amount in question to be determined by Noe 24 before the Guest confirms his/her request.

- 6.2. Any damage to the room (including missing or damaged furnishings) which the Facility's staff identify at the time of check-out or discover after check-out, which the Guest fails to report pursuant to Article 5.1 above, may result in Noe 24 charging a fine, at its discretion, corresponding to the amount of the damage caused as indicated in the price list available in each room or at the Facility's reception, to be deducted from the security deposit.
- 6.3. Noe 24 will no longer be entitled to charge any amount on the credit card which the Contracting Party provided for the Security Deposit, after 6 (six) months from the check-out date have elapsed, except for any damage or anything else that has been notified in writing to the Contracting Party, and which has not yet been debited at that date.

7. STAYS WITH A SHORT-STAY HOTEL PRICING PLAN - PAYMENTS

The provisions of Article 7 herein will apply in relation to stays with a short-stay hotel pricing plan.

- 7.1. The Guest can pay for the Accommodation rate and for any other amounts owing to Noe 24 pursuant to the Contract, in cash at the Facility or by credit card or debit card, except for online bookings where the balance must be paid by credit or debit card at the time of booking.
- 7.2. The entire Accommodation rate amount and any other amounts due should be paid by the check-out date, unless the advance payment of the entire Accommodation rate figure is specifically agreed at the time of booking.
- 7.3. If the advance payment of the full Accommodation rate amount was not specifically agreed at the time of booking, the Contracting Party shall pay Noe 24 an amount equal to the first night of stay, as a deposit pursuant to Article 1385 *et seq.* of the Italian Civil Code.
- 7.4. Upon the expiry of the deadline referred to in Article 7.2 above, the amount paid as a deposit will be deemed to be released and automatically applied to the payment of the Accommodation rate. The provisions of Article 2.4 above, in relation to the deposit, shall remain applicable.

8. STAYS WITH A CO-LIVING HOTEL PRICING PLAN - PAYMENTS

The provisions of Article 8 herein will apply in relation to stays with a co-living hotel pricing plan.

- 8.1. The Guest can pay for the Accommodation rate for co-livings and for any other amounts payable to Noe 24 pursuant to the Contract, by credit card or

debit card, by direct debit to a current account or by bank transfer.

- 8.2. In any case the Contracting Party shall, at the time of booking, pay Noe 24 an amount equal to the Rate agreed for the first month of stay, as a deposit pursuant to Article 1385 *et seq.* of the Italian Civil Code.
- 8.3. Following the check-in procedure, the amount paid as a deposit shall be deemed to be released and automatically applied to the payment of the Accommodation rate. The provisions of Article 2.4 above, in relation to the deposit, shall remain valid.
- 8.4. The payment of the Accommodation rate for the first month of stay - or for stays not exceeding 1 (one) month - shall be made at check-in.
- 8.5. Where stays exceed 1 (one) month in duration, the balance shall be paid on a monthly basis, with deadline on the 1st (first) day of each month, in monthly instalments in advance for the amount indicated in the booking confirmation email, until the balance is fully paid off.
- 8.6. In the event that a single monthly payment is not paid, Noe 24 will send the Contracting Party a written reminder after 5 (five) days have elapsed from the payment due date. If the payment is not made within 5 (five) days from the aforementioned written reminder date, the Contracting Party will be obliged to pay Noe 24 Euro 50 (fifty) for each day of delay as a late payment penalty.
- 8.7. If, after a further 7 (seven) days have elapsed from the expiry of the deadline referred to in Article 8.6 above, the Contracting Party has failed to make the payment requested in the aforementioned written reminder, the Guest's access to his/her room will be automatically barred until the payment of the amount owing by way of overdue instalment and penalty is forthcoming. Noe 24 reserves the right, in any case, to terminate the Contract pursuant to Article 1456 of the Italian Civil Code. In this last case, the provisions of Article 12 below will be applicable ("Contract Termination by Noe 24").

9. STAYS WITH A SHORT-STAY HOTEL PRICING PLAN - RIGHT OF WITHDRAWAL

The provisions of Article 9 herein will apply in relation to stays with a short-stay hotel pricing plan.

- 9.1. If specifically agreed at the time of booking, the Contracting Party is entitled to withdraw from the Contract subject to the following terms and conditions.
- 9.2. For Accommodation rates which provide for a refund (pursuant to the Booking Details) in cases of withdrawal, in order for the right of withdrawal to be deemed validly exercised, the Contracting Party must notify his/her intention to withdraw from the Contract no later than 24 (twenty-four) hours prior to the scheduled check-in date. The Guest can withdraw from the Contract using the cancellation procedure provided for on the Facility's website or by sending an email to this effect to bookingmicentro@21wol.it.

- 9.3. Where the right of withdrawal is validly exercised, no amount will be debited from a credit card issued pursuant to Article 2.4 above. In this case, the Contracting Party will be fully reimbursed for any advance payment made (if provided for) for the Accommodation rate paid over or for any deposit paid, by crediting the credit card provided pursuant to Article 2.4 above.
- 9.4. If a right of withdrawal from the Contract has not been agreed at the time of booking (i.e. for all Accommodation rates subject to special conditions or which are indicated in the Booking Details as non-refundable), or where it is provided for but is exercised too late i.e. after the expiry of the deadline indicated in Article 9.2 above, Noe 24 reserves the right to retain the amount paid as a deposit pursuant to Article 7.3 above. If there is a no-show on the check-in date, the Contracting Party will be charged (without possibility of refund) the entire amount of the Accommodation rate agreed for the first day of stay, in accordance with the Booking Details. The provisions of Article 2.4 above, in relation to the deposit, shall remain valid.

10. STAYS WITH A CO-LIVING HOTEL PRICING PLAN - RIGHT OF WITHDRAWAL

The provisions of Article 10 herein will apply in relation to stays with a co-living hotel pricing plan.

- 10.1. Subject to the provisions of Article 9.1 above, which are specifically referred to here and are thus applicable also to stays with a co-living hotel pricing plan, for Accommodation rates which provide for a refund (pursuant to the Booking Details) in cases of withdrawal, in order for the right of withdrawal to be considered validly exercised, the Contracting Party must notify his/her intention to withdraw from the Contract no later than 90 (ninety) days prior to the scheduled check-in date. The Guest can withdraw from the Contract using the cancellation procedure provided for on the Facility's website or by sending an email to this effect to bookingmicentro@21wol.it. In this case, the Contracting Party will be fully refunded any deposit paid pursuant to Article 8.2 above, by crediting the credit card provided in accordance with Article 2.4 above. In case of withdrawal less than 90 (ninety) days prior to the Check-in date, the Contracting Party will be charged an amount equal to the Deposit referred to in Article 8.2.
- 10.2. If the Contracting Party exercises his/her right of withdrawal during a stay with a co-living hotel pricing plan, Noe 24 will cancel the reservation by the first calendar day of the month following the month in which the e-mail communicating the exercise of withdrawal is received.
- 10.3. The Contracting Party will be required to pay Noe 24:
 - the entire Accommodation rate for the calendar month in which the withdrawal occurs, if still owing to Noe 24;

- the entire Accommodation rate for the calendar month following the calendar month in which the withdrawal occurs;
 - an amount equivalent to any tariff adjustment based on the number of months actually enjoyed at the Facility, pursuant to the provisions of Article 10.4 below, considering the full co-living rate, without any promotional discounts applied
- 10.4. Stays with a co-living hotel pricing plan may be subject to discounts in stages, based on the length of stay at the Facility. If the Contracting Party receives an Accommodation rate for plans which provide for a stay of between 6 and 11 months, and exercises the right of withdrawal in the second month, the rate will be altered by adjusting the price of the two months already used to the Accommodation rate applicable to plans for shorter stay periods of between 1 and 3 months.
- 10.5. In the event of a no-show by the Guest, the Contracting Party will be charged an amount equivalent to the deposit referred to in Article 8.2.

11. INTERNAL REGULATIONS

- 11.1. Noe 24 has adopted Internal Regulations whose purpose is to ensure the peace, quiet and orderliness of the Facilities. The Internal Regulations are available on the website www.21wol.it and a copy can be requested from the reception of each Facility.
- 11.2. Subject to the provisions of Article 11.1 above, the booking is tantamount to a declaration by each Guest and/or Contracting Party that he/she has read the Internal Regulations and is fully cognisant of them, and undertakes - as a result of having signed the Contract - to comply with the provisions of those Regulations, which are deemed to be referenced in their entirety here.
- 11.3. If the Guest infringes the provisions of the Internal Regulations or acts in a manner that compromises the peace, quiet, orderliness and/or the normal operation of the Facility, Noe 24 reserves the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, without the need to send a formal notice of default in advance. In this last case, the provisions of Article 12 below will be applicable ("Contract Termination by Noe 24").

12. CONTRACT TERMINATION BY NOE 24

- 12.1. If the specific provisions of these General Terms and Conditions and/or of the Internal Regulations are infringed, then - without prejudice to any relevant provisions of these General Terms and Conditions - Noe 24 will be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, particularly:
- in the event of failure to comply with the obligation to pay the Accommodation rate and/or any other amount due to Noe 24 pursuant to the Contract;

- in the event of failure to comply with the provisions of Articles 11, 15 and 19 of these General Terms and Conditions;
- in the event of infringement of the obligations of these Internal Regulations;
- in the event of inappropriate use of the Wi-Fi Network Service.

- 12.2. If the Contract is terminated pursuant to this Article, the Contracting Party will be obliged to pay Noe 24 the Accommodation rate amount and any other amount that remains due to Noe 24 for the booking, and also the amounts referred to in Article 9 and 10 above (if applicable), and also to pay compensation for further loss as appropriate. The Contracting Party undertakes, furthermore, to indemnify Noe 24 against any loss, damages, costs and charges including legal fees (if any), which Noe 24 should incur as a result of the Guest and/or the Contracting Party infringing the Contract.

13. LIABILITY OF THE CONTRACTING PARTY AND/OR OF THE GUEST

- 13.1. The Contracting Party and the Guest are jointly and severally liable for any loss/harm caused to Noe 24 and/or to its Facilities and/or to the other guests, employees, personnel of the Facilities and/or to third parties as a direct or indirect consequence of any act or conduct attributable to them.
- 13.2. This liability shall also apply where the provisions of these General Terms and Conditions and/or of the Internal Regulations are infringed by any visitors and/or accompanying parties.
- 13.3. The provisions of this Article also apply in the event of loss or damage caused by animals and/or substances and/or property held or under the safekeeping of the Guest or any visitors and/or accompanying parties.

14. LIABILITY OF NOE 24

- 14.1. Noe 24 cannot be held liable to the Contracting Party and/or to a Guest for any loss incurred by them and/or for any loss or damage to or theft of property and/or personal belongings owned by them or their accompanying parties (including luggage, personal items, correspondence or parcels delivered) resulting from acts, facts or circumstances not directly attributable to Noe 24, including e.g. *force majeure* events.
- 14.2. Subject to the provisions of Article 14.1 above, Noe 24 accepts liability for loss, damage to or theft of a Guest's property in respect of which it has safekeeping obligations in accordance with applicable legal limits.
- 14.3. Noe 24 reserves the right to require Guests, when checking in, to declare whether or not they have in their possession property or valuables exceeding Euro 10,000.00 (ten thousand) in value. The Facility has a safe or a safe-deposit box available for Guests; it is within Noe 24's rights to refuse to

accept items exceeding Euro 10,000.00 (ten thousand) in value.

15. REGISTRATION - STAYS WITH A CO-LIVING HOTEL PRICING PLAN

The provisions of this Article are valid exclusively for stays with a co-living hotel pricing plan.

- 15.1. Co-living guests from States other than EU Member States may be requested to comply with special legal formalities when staying at the Facility.
- 15.2. Co-living guests should be able to provide a copy of their residence permit (as applicable) and of proof of registration at a university or school recognised by the Ministry of Education, University and Research (MIUR). If the co-living Guest is unable to provide such proof of registration, Noe 24 May terminate the contract in accordance with Article 13 above.

16. COMPLAINTS

- 16.1. Any complaints in relation to the implementation of the Contract - including any technical problems (e.g. problems accessing the room, wi-fi network service not working properly etc) or reports of theft or loss of valuables - should be submitted in writing by the Contracting Party and/or by the Guest by filling out a special online complaint form available at www.21wol.it in good time, and no later than 24 (twenty-four) hours after the fact that gave rise to the complaint came to his/her attention.
- 16.2. If the complaint is considered well-founded, Noe 24 will endeavour to eliminate or mitigate the source thereof.

17. FORCE MAJEURE

- 17.1. The term "*force majeure*" means the occurrence of one of the following circumstances: epidemics, wars, threats of war, civil unrest, strikes or sit-ins, water damage, acts of war, fires, floods, governmental acts, general interruptions of gas, electricity, water.
- 17.2. If a cause of *force majeure* should occur, Noe 24 will be entitled to suspend the implementation of the Contract. In this event, Noe 24 cannot accept liability of any kind for any loss or damage incurred by the Contracting Party and/or by Guests resulting from the suspension of the Contract's implementation.
- 17.3. The provisions of this Article also apply where an event of *force majeure* affects third parties whose organisation Noe 24 avails of in the implementation of the Contract.

18. ITEMS FOUND

- 18.1. Each Guest is required to hand over to reception any property or items found inside the Facilities.
- 18.2. The Guest and/or Contracting Party shall incur the risk and the cost required associated with

returning any property or items to them which they own and which are found inside the Facility.

- 18.3. Each Guest and/or Contracting Party hereby acknowledges that Noe 24 is entitled to immediately dispose of drinks and/or foodstuffs found inside the rooms on the check-out date.

19. CHANGE OF ROOM - ASSIGNMENT OF THE ROOM - REPLACEMENT STAY

- 19.1. Noe 24 reserves the right to transfer a Guest to a different room for organisational reasons, as long as the room category is the same as the room that he/she booked.
- 19.2. The Guest is forbidden from transferring or subletting the room or permitting third parties to use/enjoy the room without Noe 24's prior approval. The infringement of the provisions of this Article will immediately trigger the termination of the Contract, pursuant to Article 1456 of the Italian Civil Code, and the payment (if as yet unpaid) of a sum representing the full Accommodation rate, in addition to a fine of Euro 400.00 (four hundred).
- 19.3. If the Facility is not fully accessible or partially inaccessible or if, for organisational reasons also associated with interventions/works carried out at the Facility, Noe 24 is unable to guarantee the availability and/or quality of the service booked, for all or part of a stay with a co-living hotel pricing plan, then - subject to the provisions of Article 19.4 below - Noe 24 reserves the right at its sole discretion to withdraw from the Contract without any obligation to provide the Guest and/or Contracting Party with reasons, subject to giving the latter at least 15 (fifteen) days notice prior to the scheduled check-in date. If the right of withdrawal is exercised pursuant to Article 19.3 herein, Noe 24 will be obliged:
 - to fully reimburse the Contracting Party for any deposit paid, by crediting the credit card provided in accordance with Article 2.4 above;
 - to pay the Contracting Party an amount equal to the Rate agreed for the first month of stay.
- 19.4. Without prejudice to the provisions of Article 19.3 above, if Noe 24 does not intend to exercise its right of withdrawal then, if the circumstances provided for therein should occur, Noe 24 will notify the Guest and/or the Contracting Party. In this case:
 - Noe 24 undertakes to provide the Guest with an alternative accommodation solution at a different Facility for the entire period during which the Facility is unavailable - provided that the category of the second Facility is not lesser than that of the Facility booked, and is located in the same area, and the Contracting Party will not be charged any additional amount for the substitution;
 - the Guest and/or Contracting Party will be entitled to withdraw from the Contract within 7 (seven) days after receiving the

notice of change from Noe 24, subject to the terms and conditions referred to in Article 10.1.

to the Internal Regulations and to any additional agreement signed by Noe 24 and the Contracting Party.

20. ACCESSING HOTEL ROOMS

- 20.1. If personnel or officials of Noe 24 need to access a hotel room outside normal cleaning hours for maintenance purposes or for other reasons, Noe 24 undertakes to promptly notify the Guest of this.
- 20.2. Access is strictly conditional on the Guest receiving appropriate notice, except where such notice is not feasible for objective urgent reasons (e.g. system failures, structural problems, obvious or suspected hazards etc.).

21. AMENDING THE GENERAL TERMS AND CONDITIONS

- 21.1. Noe 24 reserves the right, for good reason, to amend these General Terms and Conditions, including in a manner less favourable to the Contracting Party, ensuring that the latter receives at least 7 (seven) days notice of such amendment in advance. The Contracting Party will be entitled to withdraw from the Contract without penalty by sending Noe 24 a notice of withdrawal no later than 7 (seven) days after the date when he/she receives the amendment communication, ensuring that the previously applicable terms and conditions are complied with until the date of withdrawal.
- 21.2. The foregoing is without prejudice to Noe 24's right to alter the terms and conditions of the Internal Regulations and of the Wi-Fi Regulation of the Facility; in this case, the Contracting Party is not entitled to withdraw from the Contract.
- 21.3. The updated version of the General Terms and Conditions and of the Internal Regulations is always available at the Facilities' reception and is published on the website www.21wol.it.

22. Data Protection

Noe 24 guarantees that the processing of the Guest's personal data will be in conformity with the provisions of EU Regulation no. 679 of 27 April 2016 and, more generally, with applicable personal data protection rules in force. The personal data privacy notice is available on the website www.21wol.it and at the reception of the various Facilities.

23. COURT OF COMPETENT JURISDICTION AND APPLICABLE LAW

- 23.1. The Contract, these General Terms and Conditions, the Internal Regulations and any additional hotel services agreement signed by Noe 24 and the Contracting Party are regulated by Italian law.
- 23.2. The Court of the place where the relevant Noe 24 Facility is based will have exclusive jurisdiction over any disputes that may arise in relation to the Contract, to these General Terms and Conditions,