GENERAL BUSINESS CONDITIONS OF MY ISTRIA

IN GENERAL

MY ISTRIA is a travel agency (hereinafter: MY ISTRIA) owned by a commercial company Meus d.o.o.(Ltd.) specialised for agency activities in renting of private villas with swimming-pools. MY ISTRIA concludes agency contracts for providing of accommodation services directly with real estate owners in order to provide its guests a service at the highest possible level. All advertised villas are under a contract with MY ISTRIA and they all have licenses issued by the competent state authorities. The business philosophy of the company is to secure that the guests have a totally relaxed and pleasant stay. All villas are checked personally by MY ISTRIA employees. They make photos of villas, and accurate information is provided to the guests related to the villa location.

INTRODUCTION

The rental contract, which you enter into with MY ISTRIA as an agent, you as a lessee (hereinafter: guest) actually conclude with the villa-vacation house owner (hereinafter: Villa) as a lessor (hereinafter: Owner). MY ISTRIA acts exclusively as an agent and it shall be liable only as an agent.

By paying an advance for the reservation of the selected villa in the demanded period you unconditionally accept these General conditions. MY ISTRIA retains the right of change of these General conditions which shall be published on the web page of MY ISTRIA www.myistria.com and which come into force on the day of publishing. All the annexes to the rental contract shall be valid only if made in a written form.

After MY ISTRIA receives the payment of the reservation advance, it shall send a written villa reservation confirmation to the guest (hereinafter: confirmation), which shall contain a precise villa location and all necessary contact information. A written reservation confirmation with these General Conditions makes a Rental contract between the guest as a lessee and owner as a lessor.

The guest must be at least 21 years old on the villa reservation day.

1. RENT BEGINNING

The time of arrival and departure, which is mentioned in the confirmation, is unchangeable and the guest has to obey it. The confirmation contains information about the time at which the villa is prepared for arrival. In case of an earlier arrival the guest shall not be able to take over the villa before the time of arrival mentioned in the confirmation. The keys shall be in the villa. The keys shall be handed over only in case that the full rental fee is paid. The check-out from the villa must always be no later than 10.00 a.m. on the departure day, and the guest is obliged to return the keys to the owner. In case of a later departure than the agreed one, the guest is obliged to pay to the owner all additional costs, which incurred to the owner, and the owner charges them directly on the spot to the guest.

2. VILLA

2.1. Number of guests

At any time the number of persons accommodated in the villa and its belonging premises cannot be higher than the one mentioned in the confirmation. This number of persons includes also children regardless of their age. The children up to one year of age are excluded if their arrival is announced. At wish of the guest the number of persons can be increased until the maximum capacity no later than 3 (three) days before arrival. The requested change of the guest number must be submitted in writing by an email directly to MY ISTRIA.

After the lease beginning the guest is obliged to announce previously all visitors that come to visit him/her. The total number of persons that are in the villa or at the property around the villa including the guests and visitors cannot be higher than the maximum number of guests permitted without a special permission of the owner.

If more persons than the maximum permitted number stays in the villa or on the possession around the villa without the permission of the owner, the owner and/or MY ISTRIA retain the right to terminate the lease agreement which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently together with all persons which stay there within 2 (two) hours, and he is not entitled to demand the return of the sum of the paid accommodation from the owner or MY ISTRIA.

2.2. Youth groups

In case that the guests are younger than 25 years, they are obliged to inform MY ISTRIA immediately at the reservation about the exact number of guests and their age. In this case a payment of an additional deposit might be necessary for the insurance against the property damage or a conclusion of an additional insurance policy for the property damage liability from the Clause 6 of these conditions in order to keep the reservation. MY ISTRIA and the owner retain the right to reject the groups of guests younger than 25 years in case that MY ISTRIA has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price.

2.3. Tents and camp trailers

It is forbidden to build tents or bring camp trailers or similar. The owner or MY ISTRIA are authorised to demand that the above mentioned is removed without delay. If the guest does not fulfill the mentioned requests without delay, the owner and/or MY ISTRIA are authorised to terminate the rental agreement which comes into force immediately, without a notice period, and the guest is obliged to leave the villa permanently together with all the persons which stay there within 2 (two) hours, and he is not entitled to demand a return of the paid accommodation price from the owner or MY ISTRIA.

2.4. House pets and allergies

The permission to keep pets shall be marked on the web page of MY ISTRIA near each villa which allows pets under the conditions foreseen for each villa separately, which shall be mentioned on the web page. Each additional costs compensation for the cleaning regarding the pets shall be clearly mentioned on the web page near the

villa. During the reservation process the guest has to select the number of pets, and an additional cleaning costs charge (if it is foreseen) related to pets is automatically added to the total rental fee amount. It is not permitted to keep a larger number of pets than the number which is registered and mentioned on the confirmation. In case that the guest wishes to bring more than 2 (two) pets, he/she must additionally contact MY ISTRIA, and without a written permission it shall not be permitted to keep more than 2 (two) pets in a villa. The pet owners are responsible for cleaning of pet waste after their pet, and the pets are not allowed to sit on the furniture at any moment. Each evidence on the stay of a pet on the furniture may cause additional cleaning costs. All pets must be timely vaccinated against rabidity and all other illnesses in accordance with the valid regulations. The guests are recommended an appropriate prevention for the protection of pets against common illnesses. Keeping of pets in a villa is an exclusive responsibility of the guest, and owners and MY ISTRIA do not take over any responsibility for a possible illness or injury that the pets might suffer during the stay. The approach to the swimming pools is strictly forbidden to the pets.

In some villas keeping of pets is not permitted. However, neither the owner nor MY ISTRIA can guarantee that there were no pets in the house previously, or that the owner has no pets. MY ISTRIA does not take over a responsibility for the allergic reactions of guests that might occur in any of the houses.

If the guest brings a pet which was not announced, the owner and/or MY ISTRIA retain the right to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently within 2 (two) hours with all the persons who stay there, and he is not entitled to demand from the owner or MY ISTRIA the return of the paid accommodation price.

2.5. Newly built villas

At the reservation of the newly built villas the guest must be aware that it might happen that there was not enough time for the grass, plants, flowers or other horticulture to grow in the garden.

2.6. Noise

There is a possibility that in the villa area the guests suddenly hear noise which comes from a construction site, traffic or similar. Neither the owner, nor MY ISTRIA can be considered responsible for the mentioned noise.

In case that the guests disturb public order by noise and banter and do not calm down after the warning, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or MY ISTRIA are authorised to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently together with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price form the owner or MY ISTRIA.

2.7. Swimming pools

The guest is obliged to obey the instructions of any kind which refer to the usage of swimming pools and which are given by the owner or MY ISTRIA due to his/her own safety. The guest is responsible for using a swimming pool in any sense. The children must not be present at the swimming pool area without the supervision of

adults. The guest uses the swimming pool at his/ her own responsibility. If the accommodation is reserved out of the summer season it might happen that the swimming pool is out of use.

You should take into consideration that the usage of whirlpools is related to certain health risks, and you use it at your own responsibility. The water in the whirlpools might not be warm until the late evening hours on the day of the guest`s arrival. It is forbidden to stand on the whirlpool lids. The lids are used for isolation, they are not designed and adjusted to bear weight of a person and can be easily broken. In case that the lid is broken, the guest is obliged to compensate damage directly to the owner.

2.8. House order

Each villa has its house order which is put on a visible place and available to the guest. Guests are obliged to obey the house order rules. If the guests do not obey the house order rules, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or MY ISTRIA are entitled to terminate the rental contract, which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price from the owner or MY ISTRIA.

3. PRICES AND PAYMENT

Unless otherwise mentioned, all the prices are stated in Euro per villa per week. The payment by credit cards is made in EURO. If you have a different currency on your credit card a conversion to Euros will be made by your credit card company.

The reservation is binding, and an advance payment in the amount of 30% of the agreed accommodation price is required at the reservation, after which the reservation is confirmed, the contract with the owner is concluded and these General conditions, which make a constituent part of the villa rental contract are accepted. After the completion of the reservation process and payment MY ISTRIA shall send a written reservation confirmation by email, which contains all the necessary information about the accommodation and along with these General conditions it represents a Rental contract concluded with the owner with the mediation of the agency MY ISTRIA. The rental contract is considered concluded at the moment when MY ISTRIA receives the paid advance amount. In case that the payment is not made within 3 days from the reservation day, the Rental contract is deemed terminated, and MY ISTRIA is authorised to conclude a new Rental contract with another guest, without a special notice to the guest.

The costs of water, gas, electric power and internet as well as bed-linen, towels, kitchen towels, final cleaning of the interior, maintenance of the swimming-pool and exterior, registration of stay and residential tax and the value added tax are included in the accommodation rental price.

The permitted payment methods for the advance payment are: credit cards (Master Card, Visa, Maestro and Discover cards), pay pal and bank transfer. The amount that will be charged on your foreign credit card is in Euros (EUR). If you have a different currency on your credit card, a conversion to Euros will be made by your credit card company. As a result of this conversion it is possible to have small deviations between the price shown on our web site and the one charged on your credit card.

For the payments over the bank transfer and pay pal the charge is also made in EUR and there is no possibility of exchange rate differences. MY ISTRIA cannot be responsible for the exchange rate differences or fees of other bank institutions.

For the rest payment (70% of the agreed accommodation price) all payment methods like for the advance payment are permitted. The payment by credit cards, pay pal and bank transfer has to be made no later than 30 days before the arrival to the villa so that MY ISTRIA has enough time for forwarding the payment to the owner.

In case of reservation cancelation, all the payments which are made to MY ISTRIA cannot be returned because MY ISTRIA forwards the payments to the owners according to an agreement with owners. We recommend to contract an insurance policy for the case of a reservation cancellation from the clause 6 of these conditions which is offered in cooperation with the Allianz osiguranje d.d. in the villa reservation process or to contract an own travel insurance which covers the travel cancellation risk.

3.1. Reservations that were made 30 days and more before the beginning of the rental period

For the reservations which were made 30 days or more before the beginning of the rental peri- od, the following conditions shall apply:

a) advance payment of 30 % of the total agreed accommodation price is due for payment IMMEDIATELY if the payment method over a credit card or pay pal is selected. If the payment over bank transfers is selected, the paid advance payment has to be received by MY ISTRIA within 3 (three) days;

b) the rest of 70 % of the total agreed accommodation price is due for payment no later than 30 (thirty) days before the beginning of the rental period if the payment is made by credit cards, bank transfer or pay pal. If the payment in cash is selected (in the villas in which that possibility is permitted which is mentioned on the web page of MY ISTRIA) the rest of 70% is due for payment immediately after the guest`s arrival, and the guest is obliged to pay the rest immediately directly to the owner. There is no possibility to pay electronically (cards/pay pal) in the villa.

3.2. Reservations which were made 30 days and less before the beginning of the rental period

a) The total rental amount is due IMMEDIATELY for payment by credit cards, bank transfers and pay pal. It is not possible to select a bank transfer as a payment method if the arrival date is less than 15 days at the moment of making a reservation.

b) In case that the guest selects the payment of a part of the agreed accommodation price in cash (in villas in which that possibility is permitted, which is marked on the web page MY ISTRIA) the advance payment in the amount of 30% from the total agreed accommodation price is due IMMEDIATELY for payment, and the rest of 70% is due for payment immediately after the guest`s arrival, and the guest is obliged to pay immediately the rest directly to the owner. There is no possibility to pay electronically (cards/pay pal) in the villa.

3.3. Non-observance of the payment due dates

The guest is obliged to make payments within the period and in a way described in this clause of the General Conditions. If the guest does not obey the payment due dates, such behaviour is considered a severe breach of contract obligations and the Rental Contract is considered terminated without the notice period, and MY ISTRIA is not obliged to inform the guest about it. MY ISTRIA shall, although it is not obliged, but in accordance with its business policy of a special appreciation of its guests, send the guest a notice as a reminder of the payment obligation with an appropriate fulfillment period before the contract termination if possible. At the occasion of the contract termination no payments made to MY ISTRIA shall be returned.

4. CANCELLATION AND CHANGES

4.1. A concluded rental contract can be cancelled only in writing (by email). The cancellation is effective only from the day when MY ISTRIA received such a cancellation notice and only under the conditions from this Clause.

4.2. In case of cancellation of the Rental contract all the received payments until the cancellation date shall be retained, and the guest is not entitled to their return. MY ISTRIA recommends the guests to contract the insurance policy for the reservation cancellation from the Clause 6 of these conditions, which is offered in cooperation with the Allianz osiguranje d.d. (Allianz Insurance Plc) in the process of villa reservation or to contract an own travel insurance that covers the risk of travel cancellation.

4.3. In case that the guest can find another guest as his substitute in the same period, for the same price and under the same conditions, MY ISTRIA shall transfer immediately after a written receipt of all necessary data about the new guest the Rental contract to a new guest, and it shall send him/her a written confirmation about it. The already received accommodation price sums shall be retained by MY ISTRIA after the transferred contract, and the new guest is obliged to pay the rest up to the total accommodation price depending on the previously selected payment method which makes an integral part of the contract.

4.4. An additional change of the villa is not possible, and all the received payments are retained because MY ISTRIA as an agent has a concluded Agency Contract for the provision of accommodation services with the villa owners who are various physical persons or legal entities, and an invoice is issued at the reservation, the tax is paid and the money is paid to the owner.

4.5 In case that the object is not available for the rent due to the Act of God such as earthquake, flood, fire etc. MY ISTRIA and the owner are not liable for the cancelled reservations. If it is possible the guest shall be offered an alternative accommodation or return of the money paid until then.

5. DEPOSIT IN CASE OF DAMAGE

The guest is obliged, if he/she has no insurance policy for the property damage liability from the clause 6 of these Conditions, to leave a deposit in cash on the arrival to the villa for the insurance of the possible caused damages. The deposit sum that the guest is obliged to give to the owner at the arrival shall be stated in a written reservation confirmation. The deposit serves as a security to the owner for caused damages in the villa, and the owner is entitled to cover the damage from the deposit.

In case that the caused damage is higher than the deposited sum, the guest is obliged to pay the total damage amount to the owner. If no damage is caused to the

villa, the owner is obliged to return the deposited sum to the guest at the takeover of keys at the guest`s departure.

6. MY ISTRIA SAFETY PACKAGE (INSURANCES AND THE LOWEST PRICE GUARANTEE)

For the safety of its guests MY ISTRIA has an agreed business cooperation with the ALLIANZ OSIGURANJE d.d. (ALLIANZ INSURANCE Plc.), which has a long tradition in the insurance business, and it is a reliable partner which guarantees safety.

6.1. Insurance policy for the property damage liability

At the reservation procedure the guest shall be offered an option to contract the property damage insurance. All the details and insurance conditions are defined in the documents that the guest receives from the Allianz Insurance Plc. while contracting the policy and they are available on the web page of MY ISTRIA http://www.myistria.com/carefree-rental-and-lowest-price-guar- antee.

If the guest has this insurance policy he/she is not obliged to pay the damage deposit from the Clause 5 of these Conditions. In case that the caused damage is higher than the sum covered by the property insurance policy, the guest is obliged to pay the total damage amount to the owner.

The damage property insurance policy does not cover damages which were caused by an intentional damage and destroying of property, and in that case the guest is obliged to cover all the damage which he/she caused.

6.2. Insurance policy for the reservation cancellation

At the reservation procedure the guest shall be offered an option to contract a cancellation in- surance policy. All the details and insurance conditions are defined in the documents that the guest receives from the Allianz Insurance Plc. while contracting the policy and they are available on the web page MY ISTRIA http://www.myistria.com/carefree-rental-and-lowest-price-guaran- tee.

In case of reservation cancellation the guest demands the return of funds in accordance with the conditions of the Allianz Insurance Plc., directly from the insurance company. MY ISTRIA shall give all necessary documentation at request of the insurance company for the needs of processing of the claim for damages.

6.3. Lowest price guarantee

MY ISTRIA guarantees to its guests that on the official pages of the agency www.myistria.com the accommodation prices for individual offered villas are the lowest, i.e. that the same villa cannot be found in advertisements at the lower prices than ours.

In case that the guest gets on some other web pages, offers, agency catalogues etc. a more favorable offer for the same villa in the same period, under the same

conditions and in the same currency before the reservation than the price which offers MY ISTRIA and delivers an evidence about it to the address of MY ISTRIA, the agency guarantees a rental contract conclusion for the same villa in the same period and under the dame conditions with an additional 5% (five percent) discount on the lower offered evidenced price.

The lowest price guarantee is not valid if the price difference is a consequence of the tax or stamp duty increase or significant changes in the exchange rate. It is also not applicable if the lower prices on other web pages are not up-to-date, and it is not possible to make a reservation at such prices, and in case of special last-minute offers. The lowest-price guarantee is applicable only at the moment of reservation and it cannot be applied later or after the already carried out and paid reservation.

7. DAMAGE

The guest is obliged to behave responsibly towards the rented villa with an appropriate observance. The guest is obliged to return the villa in the condition in which he/she received it. For any caused damage the guest is liable directly to the owner. If the guest has no insurance from the Clause 6.1. of these Conditions, the owner is entitled to use a deposit to cover the sum of the actual damage in accordance with the Clause 5 of these Conditions. If the deposit sum does not cover the damage the guest is obliged to pay the difference up to the total damage amount directly to the owner.

An intentional property damage or disturbance of public order is considered a severe breach of provisions of the Rental contract, in which case the owner and/or MY ISTRIA are authorized to terminate the Rental contract which comes into force immediately, without the notice period, and the guest is obliged to permanently leave the villa within 2(two) hours together with all the persons who stay there, and he/she is not entitled to demand a return of the paid accommodation price from the owner or MY ISTRIA.

The guest is obliged to report to the owner immediately the occurrence of any kind of damage on the villa or property around the villa during the rental period. At the guest`s departure and before the return of keys, the guest is obliged to examine the villa and the property around the villa with the owner.

In case no damage is caused, the owner is obliged to return the deposit from the Clause 5 of these Conditions, if he/she received it, to the guest, and in case of the caused damage, if the guest has the insurance from the Clause 6.1, he/she is obliged to act in accordance with the insurance conditions.

It can be considered that a damage is also a need for an additional cleaning due to the especially bad condition in which the guest returned the villa to the owner, and the owner is entitled to use a deposit to cover that damage or demand an immediate payment if the guest has a property damage insurance from the Clause 6.1. of these Conditions.

MY ISTRIA has no liability for the possibly caused damages to the owner or to the guest if he/ she does not want to return the deposit. All possible disputes the owner and the guest shall settle between himself or herself without MY ISTRIA.

8. ADDITIONAL SERVICES

8.1. Telephone

The use of telephone is not included in the accommodation price, but it can be agreed directly with an owner if there is a possibility. The calculation method for the use of phone is a subject of the agreement between the guest and the owner. If a use of phone is agreed as an additional service, the owner is entitled to demand from the guest to leave a higher deposit from the Clause 5 of these Conditions than the deposit mentioned in the Confirmation.

8.2. Other additional services

If the guest has special requests that are not included in the accommodation price (such as cooks, waiters, special food etc.), they shall be fulfilled, if there is a possibility, by the owner or a third party. Additional services must be announced in advance by email in order to be fulfilled, if there is a possibility, in the top quality.

MY ISTRIA neither provides additional services nor charges them, but only gives a support in their arrangement, and MY ISTRIA cannot be considered liable for the quality of services provided by third parties.

9. DAMAGES, COMPLAINTS AND REPAIR

If the guest at takeover of the villa notices an insufficient cleaning, damage or other irregularities in the villa, or has complaints of other type, he/she shall file a complaint without delay and no later than within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the owner or his/her authorised representative. If the complaint is not settled in a satisfactory way for the guest, the guest shall contact directly MY ISTRIA by phone or email in order to settle the complaint in a satisfactory way.

Written complaints are delivered to the email address: contact@myistria.com.

It is an obligation of the guest to try to avoid the damage occurrence or its expansion and to contribute the effort to minimise any loss for the owner.

In case of filing of any complaints the guest is obliged to give an appropriate term to the owner to settle the complaint.

MY ISTRIA has examined the object condition at the contract conclusion with the owner, and is not liable for possible additional deviations from the provided information mentioned on the web page.

The guest`s departure from the villa before the end of the foreseen rent and without the previous notice and agreement with MY ISTRIA shall be at risk and costs of the guest, and MY ISTRIA has no liability. If the guest does not leave an appropriate term to the object owner for the removal of irregularities related to the damage repair or move to another villa he/she loses right to them, and in that case he/she cannot terminate the concluded Rental Contract.

The owner is exclusively liable to the guest for possible direct property damage. Neither MY ISTRIA nor the owner can be considered liable for any form of a non-material damage in the form of a breach of personality right.

10. VILLA TECHNICAL EQUIPMENT

Villas contain all necessary devices, technical equipment and other conveniences that secure a pleasant stay to the guest. The owner is obliged to secure the proper function of all devices in the villa. In case of a non-function or failure of any of the devices the guest shall inform the owner and/or MY ISTRIA about the occurred situation so that MY ISTRIA could demand from the owner to organise the repair and remove the failure as soon as possible. The owner is obliged to remove the reported failure within a reasonable period. The owner is liable directly to the tenant for the failures, and MY ISTRIA shall undertake everything possible to repair or remove the failures or other irregularities in the shortest possible period.

11. MY ISTRIA AS AN AGENT

MYISTRIA is a tourist agency that provides agency services in the villa rent on the basis of an agency contract on provision of accommodation services concluded with the villa owners, and it is not their owner. The owner is obliged in the contract with MY ISTRIA to give true and complete information about the villa, and therefore he/she takes over a full responsibility towards the guest. If in opposition to the expectations of MY ISTRIA the accommodation reservation cannot be completed due to the reasons which are out of control of MY ISTRA, such as due to the sale on the basis of the court order or due to severe contract breach by the owner or something similar, MY ISTRIA is authorised to cancel the reservation, and the agreed amount which was already paid by the guest, shall be returned to him/her without delay. As an alternative and on the basis of the selection of the guest, MY ISTRIA can offer an other, similar villa for the same price to the guest.

12. ACT OF GOD

In case that the concluded Rental contract cannot be fulfilled or its fulfillment becomes significantly difficult due to an act of God (e.g. war, natural disaster, environmental disaster, epidemics, closing of borders, strike and similar act of God) which could not be foreseen at the time of the rental contract conclusion, MYISTRIA and the owner may terminate the Rental Contract as neither MY ISTRIA, nor the owner can be deemed liable in the above mentioned cases.

13. FINAL PROVISIONS AND JURISDICTION

13.1. MY ISTRIA is not liable for photographic errors and print-out errors of a written confirmation.

13.2. MY ISTRIA transmits all the villa information on the web page and aims at providing as accurate and up-to-date information as possible, which it collects from the villa owners. The owner is exclusively liable for giving accurate and complete information about the villa, and MY ISTRA cannot be considered liable in case of inaccurate, incomplete or false information.

13.3. Each business use of information published on the web page www.myistria.com, including any partial or complete reproduction represents a breach of the copyright and it is legally forbidden.

13.4. In case of breach of provisions of this Rental contract, the owner (after the consultation with MY ISTRIA) and/or MY ISTRIA are obliged to terminate the Rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently within 2 (two) hours together with all the persons who stay there, and he/she is not entitled to demand a return of the paid accommodation price from the owner or MY ISTRIA.

13.5. These General business conditions are made in Croatian language, and are translated into English and German language by an authorised court interpreter. In case of a doubt regarding the interpretation of particular terms in the translated version of these General conditions the original version in Croatian language shall be binding.

13.6. The contracting parties shall try to settle all possible disputes in an agreement. In case of any dispute the parties agree the jurisdiction of the competent Court in Zagreb and the application of the Croatian law.