



Terms and Conditions

– 1. Services that My Flats Provides–

1.a

MyFlats Alicante SL (herein after MyFlats) offers properties for Short Term Rental (“Host Services”), including multifamily residential properties (“Accommodations”) that are published (“Listings”) to Persons that are seeking to book such Host Services (“Guests”).

1.b

MyFlats has no control over and does not guarantee performance or conduct of any Guest or third party. Any references to a Guest being “verified” (or similar language) only indicate that the Guest has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by MyFlats about any Guest, including of the Guest’s identity or background or whether the Guest is trustworthy, safe or suitable.

1.c

To promote MyFlats and to increase the exposure of Listings to potential Guests, Listings and other MyFlats Content (as defined below) may be displayed on other websites, in applications, within emails, and in online and offline advertisements.

1.d

MyFlats may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. MyFlats is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by MyFlats of such Third-Party Services.

1.e

Due to the nature of the Internet, MyFlats cannot guarantee the continuous and uninterrupted availability and accessibility of the website www.myflat.wwwaz1-lr4.supercp.com. MyFlats may restrict the availability our website or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of our website. MyFlats may improve, enhance and modify the website and introduce new Services from time to time.

– 2. Rules for using our website, Guest Verification –

2.a

You must be at least 18 years old and able to enter into legally binding contracts to access and use our website or register a MyFlats Account. By accessing or using our website you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract. Our website is not intended for children under 13 years of age. We do not knowingly collect Personal Information from children under 13. If you are under 13, do not use or provide any information on our website or in any of the third party websites that may appear in our website or linked herein.

2.b

You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that you are not listed on any European Union list of prohibited or restricted parties.

2.c

My Flats may make the access to and use of its website, or certain areas or features of the website, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria or Reviews thresholds, or booking and cancellation history.

2.d

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Guest's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Guests to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Guests (ii). We will also provide, as by required by law to the local Spanish police, all the required guest documentation included but not limited to the information provided by our guests during check in.

Guests against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Guest, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.e

The access to or use of certain areas and features of our website may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of our website, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

– 3. Changes to these terms

3.a MyFlats reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on The Guild Platform and update the "Last Updated" date at the top of these Terms. Your continued access to or use of our website will constitute acceptance of the revised Terms.

– 4. Account Registration –

4.a

You must register an account ("MyFlats Account") to access and use certain features of our website. If you are registering a MyFlats Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.b

You can register a MyFlats Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("SNS Account").

4.c

You must provide accurate, current and complete information during the registration process and keep your MyFlats Account information up-to-date at all times.

4.d

You may not register more than one (1) MyFlats Account unless MyFlats authorizes you to do so. You may not assign or otherwise transfer your MyFlats Account to another party.

4.e

You are responsible for maintaining the confidentiality and security of your MyFlats Account credentials and may not disclose your credentials to any third party. You must immediately notify MyFlats if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compro-

mised or in case of any actual or suspected unauthorized use of your MyFlats Account. You are liable for any and all activities conducted through your MyFlats Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

– 5. Content –

5.a

MyFlats may, at its sole discretion, enable Guests to access and view content, such as text, photos, audio, video, or other materials and information on or through our website, including proprietary MyFlats content and any content licensed or authorized for use by or through MyFlats from a third party.

5.b

All the content on our website may in its entirety or in part be protected by copyright, trademark, and/or other laws of the European Union. You acknowledge and agree that our website and all of its content, including all associated intellectual property rights, are the exclusive property of MyFlats and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying our website and/or its content. All trademarks, service marks, logos, trade names, and any other source identifiers of MyFlats used on or in connection with our website and its content are trademarks or registered trademarks of MyFlats.

5.c

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit our website or its content, except to the extent expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by MyFlats or its licensors.

5.d

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any the content on our website, you grant to MyFlats a non- exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such MyFlats to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such as on our website.

– 6. Costs and Fees-

6.a

MyFlats may charge fees to Guests ("Service Fees") in consideration for the use or purchase of services through our website. More information about when Service Fees apply and how they are calculated can be found on our Payment Terms.

6.b

Any applicable Service Fees (including any applicable Taxes) will be displayed to a Guest prior to booking a Listing. MyFlats reserves the right to change the Service Fees at any time, and we will provide Guests adequate notice of any fee changes before they become effective.

6.c

You are responsible for paying any Service Fees that you owe to MyFlats. Except as otherwise provided on our website, Service Fees are non-refundable.

– 7. Reservations and Terms –

7.a

Subject to meeting any requirements (such as completing any verification processes) set by MyFlats, you can book a Listing available on our website by following the respective booking process. All applicable fees, including the Listing Fee, Cleaning Fee, Security Deposit (if applicable), Additional Guest Fee and any applicable Taxes if any (collectively, "Total Fees") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested on our website.

7.b

Upon receipt of a booking confirmation from MyFlats, a legally binding agreement is formed between you and MyFlats, subject to any additional terms and conditions that MyFlats apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. MyFlats will collect the Total Fees at the time of the booking request pursuant to the Payment Terms.

7.c

You understand that a confirmed booking of an Accommodation ("Accommodation Booking") is a limited license granted to you by MyFlats to enter, occupy and use the Accommodation for the duration of your stay, during which time MyFlats (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with MyFlats.

7.d

You agree to leave the Accommodation no later than the checkout time that MyFlats specifies in the Listing or such other time as mutually agreed upon between you and MyFlats. If you stay past the agreed upon checkout time without the consent of MyFlats ("Overstay"), you no longer have a license to stay in the Accommodation and MyFlats is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by MyFlats, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by MyFlats, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by The Guild to make you leave (collectively, "Overstay Fees").

Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by MyFlats as a result of such Overstay. MyFlats will collect Overstay Fees from you pursuant to the Payments Terms.

7.e

MyFlats has a no pet policy in our Accommodations. Should MyFlats find any pet in any of our accommodations, this will be reason enough to ask our guest to immediately vacate the property without any refund of the amount paid by the guest.

– 8. Booking Modifications, Cancellations and Refunds, Resolution Center –

8.a

Guests are responsible for any modifications to a booking that they make via our website or via any other portal, OTA or marketing channel that MyFlats may use to market their properties online.

Guests agree to pay any additional Listing Fees, or Guest Fees and/or Taxes associated with such Booking Modifications.

8.b

Guests can cancel a confirmed booking at any time subject to the MyFlats cancellation policy as described in the listing, and MyFlats will provide any refund to the Guest in accordance with such cancellation policy. Unless extenuating circumstances exist, any amounts due to MyFlats under the applicable cancellation policy will be remitted to MyFlats by pursuant to the Payments Terms.

8.c

In certain circumstances, MyFlats may decide, in its sole discretion, that it is necessary to cancel a confirmed booking and make appropriate refund and payout decisions. This may be for reasons where MyFlats believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to MyFlats, third parties or property, or (ii) for any of the reasons set out in these Terms.

– 9. Reviews –

Guests can leave public Reviews (“Review”) on our website. Any Review reflects the opinion of individual Guests and do not reflect the opinion of MyFlats. Reviews are not verified by MyFlats for accuracy and may be incorrect or misleading.

– 10. Damage to Property and Remuneration –

As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation.

MyFlats reserves the right, at its sole discretion, to seek damages and reimbursement of costs, including but not limited to: cost of repairs including the cost of labor and materials; lost revenue bookings that cannot be made to damaged Accommodations; and other consequential damages incurred by MyFlats due to the damage caused by Guest, the Guest’s invitees, animals brought into the Accommodation, or others to whom the Guest has provided access (“Damage Fees”).

– 11. Taxes –

11.a
MyFlats is solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes (“Taxes”).

11.b
You understand that any appropriate governmental agency, department and/or authority (“Tax Authority”) where your Accommodation is located may require Taxes to be collected from Guests on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by MyFlats, a set amount per day, or other variations, and are sometimes called “lodging taxes,” “city taxes,” “room taxes” or “tourist taxes” (“Occupancy Taxes”).

– 12. Prohibited Activities –

12.a
You are solely responsible for compliance with any and all laws, rules and regulations that may apply to your use of our website. In connection with your use of our website, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms;
- use MyFlats for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies MyFlats endorsement, partnership or otherwise misleads others as to your affiliation with MyFlats;
- use, display, mirror or frame our website or its content, or any individual element within the website, brand, brand image, trademark or logo, contained on our website or in any of our accommodations.
- dilute, tarnish or otherwise harm the MyFlats brand in any way, including through unauthorized use of our content, image, brand name or the unauthorized use or copy of any and all documents that are provided to you during your stay.

- take any action that or makes it impossible for MyFlats to perform correctly its daily functions, or affect the software of the MyFlats website in any way.
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

12.b

You acknowledge that MyFlats has no obligation to monitor the access to or use of our website by any Guest, but has the right to do so to (i) operate, secure and improve the website (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Guests' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; or (iv) as otherwise set forth in these Terms. Guests agree to cooperate with and assist MyFlats in good faith, and to provide MyFlats with such information and take such actions as may be reasonably requested by MyFlats with respect to any investigation undertaken by MyFlats or any government body or police body.

– 13. Termination –

13.a

This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or MyFlats terminate the Agreement in accordance with this provision.

13.b

Without limiting our rights specified below, MyFlats may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

13.c

MyFlats may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under these Terms, the Payments Terms, or Standards, including but not limited to the pet policy, noise policy, occupancy restrictions, use of illicit drugs at or in an Accommodation (ii) you have violated applicable laws, regulations or third party rights; or (iii) MyFlats believes in good faith that such action is reasonably necessary to protect the personal safety or property of MyFlats, or third parties (for example in case of fraudulent behaviour or security risk posed to any other guest)

13.d

In addition, The Guild may cancel any pending or confirmed bookings, and/or limit or cancel your access to or your use of our website and any of our accommodations (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information, (iv) you at any time fail to meet any applicable quality or eligibility criteria, (v) MyFlats believes in good faith that such action is reasonably necessary to protect the personal safety or property of MyFlats, or third parties, or to prevent fraud or other illegal activity.

13.e

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by MyFlats and an opportunity to resolve the issue to MyFlats reasonable satisfaction.

– 14. Disclaimers –

If you choose to use our website or its content, you do so voluntarily and at your sole risk. Our website and its content is provided "as is", without warranty of any kind, either express or implied. You agree that you have had whatever opportunity you deem necessary to investigate the services provided by MyFlats, laws, rules, or

regulations that may be applicable to your Host Services you are receiving and that you are not relying upon any statement of law or fact made by MyFlats relating to a Listing. If we choose to conduct identity verification or background checks on any Guest, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Guest or guarantee that a Guest will not engage in misconduct in the future. We may provide the results of such checks to My Flats Partners and other third party government agencies where we see necessary. The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

– 15. Liability –

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of our website and its content, your stay at any Accommodation, remains with you. Neither MyFlats nor any other party involved in creating, producing, or delivering our website or its content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use our website or its content, (iii) from any communications, interactions or meetings with other Guests or other persons with whom you communicate, interact or meet with as a result of your use of our website or our host services.

– 16. Indemnification –

You agree to release, defend, indemnify, and hold MyFlats and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of our website or any of our services, (iii) your stay at an Accommodation, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use.

– 17. Applicable Law –

These Terms will be interpreted in accordance with the laws of Spain, without regard to conflict-of-law provisions. Judicial proceedings must be brought in the court of law of Alicante, Spain, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Alicante, Spain.

– 18. General –

18.a

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between MyFlats and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between MyFlats and you in relation to the access to and use the MyFlats website.

18.b

No joint venture, partnership, employment, or agency relationship exists between you and MyFlats as a result of this Agreement or your use our website.

18.c

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

18.d

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

18.c

The Guild's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

18.d

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without MyFlats prior written consent. MyFlats may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

19. – Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

20. – Companies that operate from this web page

MyFlats Alicante SL – CIF B42576926 – Calle Bailen 21, Alicante 03001, Alicante

Tribeus Investments SL – CIF B54764220 – Calle Bailen 21, Alicante 03001, Alicante

Bienes Raices Alicante 2017 – CIF B54996723 – Calle Bailen 21, Alicante 03001, Alicante

GSN Alicante 2017 SL – CIF B42535948 – Calle Bailen 21, Alicante 03001, Alicante

