

General Terms and Conditions

Xior Diagonal Besòs Residence

Hereinafter, the Resident and the Operator shall be jointly referred to as the "**Parties**" and individually as a "**Party**".

The terms starting with a capital letter shall have the meaning stated in the Specific Terms and Conditions and in the Annexes.

Both Parties reciprocally acknowledge, with the respective representation that they hold, that the other has the necessary legal capacity to grant this document, with respect to which they mutually agree the following,

Exhibit

- (A) The Operator is a Spanish company incorporated in accordance with Spanish legislation and is independent of any university educational entity or centre, educational activity and/or university academic course.
- (B) The Operator is the absolute owner of the Hall of Residence where the Room is located.
- (C) The Room includes the Furniture and Fittings.
- (D) The Resident is interested in using the Room for the entire Period.
- (E) In light of the above, the Parties agree to this Accommodation Agreement (the "**Agreement**"), pursuant to the Spanish Civil Code and in accordance with the following

Clauses

1. Purpose of the Accommodation Agreement

- 1.1 The purpose of this Agreement is for the Resident to use the Room with the Furniture and Fittings.
- 1.2 Together with the Room, the Resident is entitled to use the Common Areas at the Hall of Residence in accordance with that set out in the Internal Rules of Operation, especially regarding the check-in and check-out time schedule at the Hall of Residence.
- 1.3 The Operator reserves the right to close the Common Areas at the Hall of Residence in case it considers this necessary, for example for reasons of public health, health and safety, or any others established by the public administrations or in the prevailing legislation.
- 1.4 For the avoidance of doubt, the following situations will not affect the Agreement or its conditions in any way:
 - (a) any (full or partial) interruption, suspension or termination of classes, online classes or other activities of the educational institution at which the Resident is enrolled; or
 - (b) the Resident terminating or suspending its studies for any reason.

2. Enter into force and term of the Agreement

- 2.1 The Agreement shall enter into force on the Agreement Date.
- 2.2 The term of the Agreement shall be the period between the Check-In Date and the date in which the Period has elapsed.
- 2.3 The Resident's stay at the Hall of Residence shall only be extended by express agreement between the Operator and the Resident, through a new accommodation agreement in accordance with the established in Clauses **¡Error! No se encuentra el origen de la referencia.** and **¡Error! No se encuentra el origen de la referencia.** below.
- 2.4 Once the Period has elapsed, the Resident shall be entitled to stay at the Hall of Residence in July and August (the "**Additional Period**"), provided that:
 - (a) the Resident must inform the Operator at least 2 months in advance of the

termination date of this Agreement to guarantee a room. If the Resident informs the Operator later than 2 months it will depend on availability

- (b) the Resident pays the Operator the amount determined in accordance with Clause **¡Error! No se encuentra el origen de la referencia.**below (the "Additional Price").

2.5 In any case, the application of the Additional Period is subject to room availability at the Hall of Residence, and the Operator is entitled to move the Resident to another room.

3. **Registration Fee**

The Registration Fee, being a reservation payment securing a room at the Hall of Residence for the Resident (the "Room"), was satisfied previously to this Agreement, at the latest on the date of signature of this Agreement, through [bank transfer/credit card] into the Operator's Bank Account. The Resident understands and agrees that the Registration Fee is not refundable to the Resident.

4. **Reservation, cancellation and renewal**

4.1 **Reservation**

- (a) As a single act with the signing of this Agreement, the Resident pays into the Operator's Bank Account the following, in addition to the Registration Fee which was paid in accordance with Article 3:

- (i) the Deposit; and
- (ii) an additional amount equivalent to €[●] (according to the established in the Particular Conditions) which shall be applied towards payment of the last month of the Resident's stay at the Hall of Residence

The accreditation of payment of the amounts described in the preceding sections is attached to the Agreement as Annex 5.

The Parties declare that the fulfilment of the abovementioned payments are an essential condition for the signing of this Contract and, consequently, the Resident will not be able to access the Room or the Residence until these amounts have actually been paid to the Operator.

- (b) Upon signature of this Agreement and payment of the amounts set out above, the Room shall be reserved for the Resident for the Period.

4.2 **Early cancellation policy**

- (a) This Agreement is a fixed duration contract, without the possibility of early termination, to the exception of the following, limitative, case:

- (i) Early cancellation policy (cancellation before the Check-In Date)

The Resident shall have the right to cancel the Room before the Check-In Date, by written notice, subject to the following early termination penalty:

- (A) if the Resident notifies the Operator forty-five (45) of more days before the Check-In Date, the Resident shall lose, by way of early termination penalty, the amount paid for the Registration Fee, whereas the Deposit (and any other payment made in accordance with Clause **¡Error! No se encuentra el origen de la referencia.**) shall be refunded.
- (B) if the Resident notifies this within less than forty-five (45) days of the Check-In Date, the Resident shall lose, by way of early termination penalty, the Registration Fee and the Deposit. Any payment other than the Deposit made in accordance with Clause **¡Error! No se encuentra el origen de la referencia.** shall be refunded.

- (C) in the case of Renewals and Special Offers (Early booking, last minute ...) the Resident will be empowered to withdraw from this Contract until May 31st, 2021. As compensation for early cancellation will be the amount paid as Registration Fee (if any), so the Deposit (and any other payment made pursuant to Clause 4.1 (a) will be reimbursed to the Resident. As of June 1st, 2021, the Resident will lose, as compensation for early cancellation, the amount paid as Registration and the Deposit.
- (ii) After Check in date
 - (A) The Resident shall have the right to terminate the Agreement at any time before its term expires, provided that the Resident notifies the Operator at least fifteen 15 days before the Resident's envisaged check-out date ("**Early Termination**"). In the event of Early Termination, the Resident shall be due the Operator an early termination penalty equivalent to 2 months' rent plus the Registration Fee and Deposit. Any amounts already paid by the Resident at or before the signature of this Agreement in accordance with Clause 3 or 4.1(a) shall be put towards compensation of such early termination penalty and therefore not refunded to the Resident.

4.3 **Agreement renewal**

- (a) The application process for the renewal of the Agreement is the same as that established for new applications. The residents who apply for renewal of the Agreement shall have priority when reserving the type of Room they already occupy until 1 May. In such case the Resident shall not have to pay again the Registration Fee.
- (b) Notwithstanding the aforementioned, the Operator cannot guarantee the renewal or the availability of the type of Room requested by the Resident.

5. **Total Price**

5.1 **Total Price**

- (a) The Resident is obligated to pay the Total Price to the Operator in accordance with what is set out in Clause **¡Error! No se encuentra el origen de la referencia.** below.
- (b) If an Additional Period is applied for in accordance with this Agreement, the Resident must pay an additional price calculated on the basis of the Total Price *pro rata* to the number of additional days that the Resident shall have the Room at its disposal.

5.2 **Payment method for the Total Price**

- (a) The Resident shall pay the Total Price to the Operator as set out in the Payment Terms detailed in the Specific Terms and Conditions.
- (b) The Operator shall send the following documentation to the Resident by email, which must be completed with the Resident's personal data:
 - (i) a check-in form; and
 - (ii) the direct debit document attached to this Agreement as Annex 3 (the "**Direct Debit Order**") or Annex 8 ("Authorization Authorization of charge to the credit card)

For information purposes, the Direct Debit Order shall only be applied if the Resident chooses to pay the Total Price through Instalments and expressly authorises the Operator to charge the Instalments through the Resident's Bank Account.

- (c) If an Additional Period is applied, the Additional Price must be paid by the Resident to the Operator no later than the 1st day of the (first) month of the Additional Period.

5.3 **Amounts included in the Total Price**

- (a) The Total Price includes:
 - (i) the use of the Room;
 - (ii) the use of the Furniture and Fittings;
 - (iii) cleaning service every two weeks;
 - (iv) the use of the Common Areas at the Hall of Residence;
 - (v) the type of Board and Lodging chosen by the Resident, where applicable, and
 - (vi) where applicable, the Additional Services.

For clarification purposes, the use of the Common Areas at the Hall of Residence shall be limited depending on their availability at any given time. The Operator reserves the right to temporarily block the use of the Common Areas at the Hall of Residence for justified reasons.

5.4 **Failure in timely payment of the Instalments**

- (a) In the event of quarterly or monthly payments, any failure to timely pay the Instalments by the Resident shall allow the Operator to immediately request in writing the payment of the pending Instalments (the "**Non-Payment Notification**"). In that case, the Operator shall also be entitled to simultaneously notify the Guarantor in writing of the non-payment of the Instalments.
- (b) If the Resident does not pay the Operator the pending Instalments within one (1) month from the sending of the Non-Payment Notification, the Operator shall be entitled to, at its discretion:
 - (i) terminate the Agreement for cause;
 - (ii) bar the Resident's access to the Room, thereby retaining the Resident's personal objects that remain in the Room in accordance with section 5 of article 1922 of the Spanish Civil Code; and/or
 - (iii) initiate the corresponding legal actions.
- (c) In any case, a delay in the payment of the Instalments by the Resident shall automatically cause to be applied, to the part of the unpaid Instalments, a late payment interest of 10% plus VAT (ii) and a minimum fixed late payment fee of €300.
- (d) Any expense arising from the failure in timely payment of the Instalments by the Resident, including the expenses arising from any legal and/or judicial actions, shall be borne by the Resident.

5.5 **Invoices**

The Operator shall issue the invoice/s according to the Payment Term, which includes the detail of the Total Price and any other amounts that must be paid together with the Total Price.

6. **Obligations**

6.1 **Of the Resident**

- (a) The Resident must comply, without any restriction or reservation, with the following:
 - (i) the Clauses of this Agreement;
 - (ii) the Internal Rules of Operation; and

- (iii) the prevailing legislation at any given time.
 - (b) The Resident assumes the liabilities of all types (administrative, civil, criminal, etc.) resulting from the non-compliance with the prevailing legislation at any given time.
 - (c) The Resident is responsible for acting with due diligence in relation to the Resident's items and the Room. The Resident is liable for any negligent actions by the Resident and/or his/her guests in relation to his/her items and those of the other residents. If any damage occurs to the Room, the Furniture or the Fittings, the Resident shall inform the Operator immediately, and the Resident shall be responsible for any costs of repair.
- 6.2 **Of the Operator**
- (a) The Operator shall make available to the Resident the Room and provide the Utilities and Services and, where applicable, the Additional Services in the way, during the time and under the conditions agreed in this Agreement.
 - (b) The Operator must have the necessary infrastructure for regularly receiving parcel and courier services.
7. **Operator's rights**
- 7.1 In accordance with the Internal Rules of Operation, the Operator reserves the right to access the Room without previously notifying the Resident in the following cases:
- (a) cleaning services;
 - (b) urgent repairs;
 - (c) in the case of safety; and
 - (d) to ensure that the Room and/or the Hall of Residence are in a good state of repair and good working order.
- 7.2 The right stated in section **¡Error! No se encuentra el origen de la referencia.** above shall be exercised insofar as it is reasonable and respecting the Resident's privacy, and is set out to ensure compliance with the arranged services, the residents' safety and the maintenance and sanitary conditions, among others.
- 7.3 The Operator may regroup by organisational reasons the residents within the rooms of the Hall of Residence. In particular, it shall be entitled to do so when a place in a room has been set free.
8. **Deposit**
- 8.1 The Resident hereby provides the Operator with the Deposit for the purpose of guaranteeing compliance with the Agreement.
- 8.2 The Operator shall place the Deposit in a bank account as guarantee and it can be used to pay for:
- (a) the damages caused to the Room or its equipment;
 - (b) the damages caused to the Furniture and Fittings;
 - (c) the damages caused to the Common areas at the Hall of Residence;
 - (d) the costs arising from cleaning the Room on the Check-Out Date if the Resident clears the Room without leaving it in a good state of cleanliness; and/or
 - (e) any amounts due by the Resident in accordance with the terms and conditions of this Agreement (including any early termination or late payment penalties) which have not been effectively paid.
- 8.3 The Deposit shall be refunded at the end of the Period, if and to the extent the refund is applicable (i.e., is not disputed by the Operator), through a bank transfer to the Current Account of the Resident or his/her legal guardian within seventy (70) days of the Check-Out Date.

- 8.4 In any case, the Operator shall be entitled to partially or fully retain the amount of the Deposit to meet the expenses resulting from the damages described in Clause **¡Error! No se encuentra el origen de la referencia..**
- 8.5 The Deposit shall not be refunded to the Resident in the following cases:
- (a) when the Resident abandons the Hall of Residence, for any reasons, before the end of the Period (in accordance with the applicable early termination provisions of the Agreement);
 - (b) when, after notifying the Operator of its intent to renew the Room, the Resident notifies the Operator that he/she plans to leave;
 - (c) when the Resident is expelled from the Hall of Residence due to material breaches of its obligations (including under the Internal Rules of Operation).
9. **Guarantor**
- 9.1 The Guarantor, as the joint and several obligor and as party to the Agreement, guarantees (i) the payment of the Total Price and any other amounts that may be owed by the Resident to the Operator, in accordance with the contractual and legal obligations; and (ii) compliance with the Internal Rules of Operation.
- 9.2 In particular, the Guarantor shall, jointly and severally with the Resident itself, be liable for:
- (a) the damage caused by the Resident at the Hall of Residence, a breach of the Internal Rules of Operation, and the damage caused by the guests brought by the Resident to the Hall of Residence; and
 - (b) the payment of the Total Price and any other amounts that must be paid by the Resident in accordance with the stipulations of this Agreement and its Annexes.
- 9.3 The Operator shall inform the Guarantor of the amounts owed by the Resident in accordance with that set out in Clause **¡Error! No se encuentra el origen de la referencia..**
- 9.4 The Guarantor shall be liable for the Resident's breach of his/her obligations during the Agreement duration Period and, where applicable, during the Additional Period.
- 9.5 The Resident states that he/she knows and accepts that the Operator can inform the Guarantor of (i) the content of this Agreement, (ii) the Internal Rules of Operation and (iii) the Resident's conduct and behaviour.
10. **Check-in, change and check-out conditions of the Room**
- 10.1 **Room Check-In**
- (a) The Resident's check-in at the Hall of Residence and Room shall be on the Check-In Date. If the Resident would for reasonably motivated reasons wish to delay the check-in at the Hall of Residence, he/she must notify the Operator in writing one (1) week before the Check-In Date.
 - (b) A delay in the Resident's actual check-in at the Hall of Residence shall not have any effect on the Total Price, nor on the Check-Out Date. The entry into force of the rental shall be delayed, without delay in the end of the rental nor adjustment of the rental amounts.
 - (c) On the Room Check-In Date, the Operator shall give the Resident a review sheet which states the defects or anomalies observed in the Room (the "**Review Sheet**"). It is presumed that the Room is delivered in a perfect state of repair if, within 24 hours, the Review Sheet is not completed and delivered to the Hall of Residence's reception.
- 10.2 **Change of Room**
- (a) During the term of the Agreement the Resident shall be entitled to request a change of Type of Room. In such case, it shall pay to the Operator for this change an amount of €125 as management fee.

- (b) Notwithstanding the above, the aforementioned amount shall not be charged to the Resident in the event of change of Type of Room from double to single room.

10.3 **Room Check-Out**

- (a) The Check-Out Date shall be on the last day of the Period before 12:00 hours unless, one (1) month before the Check-Out Date, the Resident has notified the Operator in writing that he/she plans to leave earlier. If that is the case, the Check-Out Date must be on a business day during business hours. In that case, the Resident cannot claim the payment of the proportional part of the Total Price corresponding to the last month of stay.
- (b) On the Check-Out Date, the Resident must clear the Room and leave it in a good state of repair and under the same conditions as those found on the Check-In Date, apart from the usual wear and tear. If any repairs must be made on the Room, the Furniture or the Fittings, the Resident must pay the Operator the expenses that are necessary for restoring them to the same condition existing at the Check-In Date (the "**Restoration Expenses**").
- (c) The Operator shall deduct € 100 plus the corresponding VAT from the Deposit for cleaning, if the Resident does not leave the Room in a good state of cleanliness after the Resident's final check-out.
- (d) On the Check-Out Date, the Operator shall inspect the Room and grant, jointly with the Resident, a certificate of return which details the state of the Room, the Furniture and the Fittings (the "**Certificate of Return**").
- (e) The Resident must pay the Operator the Restoration Expenses within fifteen (15) days of granting the Certificate of Return.
- (f) If the Resident does not pay the Restoration Expenses within the deadline set out in the preceding section or does not grant the Certificate of Return, the Operator shall be entitled to:
 - (i) access the Room to grant the Certificate of Return;
 - (ii) include, in the sums owed by the Resident, the amounts required for cleaning the Room and the Furniture and Fittings;
 - (iii) remove the Resident's personal objects; and
 - (iv) occupy the Room.
- (g) In any case, on the Check-Out Date the Operator can disable the Resident's digital key card

11. **Loss of Room key**

- 11.1 To guarantee the Room's security and based on the circumstances in each case, if the Room key/card is lost or stolen, it shall be immediately replaced and the costs of replacing it shall be borne by the Resident.

12. **Internal Rules of Operation**

- 12.1 By signing this Agreement, the Resident accepts the Internal Rules of Operation which regulate the coexistence among the residents at the Hall of Residence and the use of the Common Areas at the Hall of Residence.
- 12.2 The Resident undertakes to comply with the Internal Rules of Operation, without any limits, and the various terms of use of the Common Areas at the Hall of Residence, the Internet and the computer gadgets or devices made available to the Resident in the Room and in the Common Areas at the Hall of Residence, and any other regulations or rules which amend the Internal Rules of Operation, whose changes must be notified to the Resident.
- 12.3 In the event of a contradiction between the content of this Agreement and the Internal Rules of Operation, the content of this Agreement shall prevail.

13. Termination

13.1 Termination Events

- (a) The Operator shall be entitled to terminate this Agreement for any of the following reasons:
- (i) if the Resident delays the payment of the Instalments, the Total Price or any other amounts that the Resident is obligated to pay by over thirty (30) days;
 - (ii) if the Resident commits a serious breach in accordance with that set out in the Internal Rules of Operation, or commits three or more minor misdemeanours, during the Agreement's validity period. Any misdemeanours shall be duly recorded by the Operator;
 - (iii) if the Resident carries out, commits or permits activities considered to be unlawful or which harm the health of the residents, the staff of the Hall of Residence or the collaborating companies;
 - (iv) if the Resident carries out degrading acts which undermine people's dignity and actions which harm the health, safety or integrity of the other residents, the staff of the Hall of Residence or the collaborating companies;
 - (v) if the Resident's behaviour undermines the peace and quiet of the Hall of Residence, its residents or the people who work there;
 - (vi) if the Resident alters the use and/or allocation of the Room, its Furniture and Fittings, or the Common Areas at the Hall of Residence;
 - (vii) if the Resident fails to comply with the Internal Rules of Operation;
 - (viii) if the Resident fails to comply with the obligations arising from this Agreement;
 - (ix) if the Resident has been convicted for committing a crime; and
 - (x) any other reasons envisaged in the prevailing legislation at any given time, in this Agreement or in the Internal Rules of Operation.

13.2 Agreement termination procedure and consequences

- (a) This Agreement cannot be terminated without prior written notification to the Resident (the "**Termination Notice**"). Within forty-eight (48) hours of receiving the Termination Notice (the "**Clearance Period**"), the Resident must:
- (i) hand in the Room key; and
 - (ii) clear and vacate the Room.
- (b) If the Room is not cleared and vacated once the Clearance Period has elapsed, the Operator shall be entitled to:
- (i) reject access to the Room and change its access system; and
 - (ii) take possession of all the Resident's personal objects and equipment that was not removed during the Clearance Period.
- All the objects and equipment which remain in the Room after the Clearance Period shall be finally owned by the Operator, which can use them as deemed appropriate.
- (c) In the event that the Agreement is terminated, the Resident must pay the full remaining amount of the Total Price, without prejudice to any other rights or actions that the Operator has.

14. Data protection

- 14.1 Information about the processing of personal data of the Resident and the Guarantor is attached to this Agreement as Annex 1 (Privacy Policy).

15. **Notices**

- 15.1 The Parties agree that any amendments, requirements, claims, requests or communications that must be made within the framework of this Agreement must be sent in writing to the addresses that the Parties have stated in the Specific Terms and Conditions of this Agreement, and can be sent through any means which ensure their reception.
- 15.2 The Parties can change their address by notifying the counterparty in accordance with the procedure set out in the preceding section.
- 15.3 Any notices, requirements, claims, requests or communications shall be effective from the time that they are received and they are understood to be received (i) at the time of their delivery, whether by hand or by post; or (ii) at the time of their reading if they are sent by email.

16. **Applicable law and jurisdiction**

- 16.1 Where not envisaged in the Agreement, the Spanish Civil Code shall be applicable.
- 16.2 The Operator and the Resident undertake to resolve in a friendly way any disagreements that may arise during this Agreement. If the controversy cannot be resolved through a friendly agreement, the Parties submit to the courts of Barcelona, and waive their own venues.

| Annexes | |
|----------------|---|
| Annex 1 | Privacy Policy |
| Annex 2 | Authorization for the capture and use of images |
| Annex 3 | Furniture and Fittings |
| Annex 4 | Common Areas at the Hall of Residence |
| Annex 5 | Internal Rules of Operation |

Annex 1

Privacy Policy

Who is the data controller?

The data controllers of the Resident's and Guarantor's personal data is:

I LOVE BARCELONA CAMPUS BESOS, S.A., with address for contact purposes at Avinguda de Francesc Botey, 51, 08930 Sant Adrià de Besòs, Barcelona.

For the purposes of this Privacy Policy, Besos shall be jointly referred as the "Operator".

1. For what purposes does the Operator process the personal data?

The Operator processes Resident's and Guarantor's personal data for the management and maintenance of the residence and the execution of the accommodation agreement and, in particular, to:

- (a) ensure the safety of the Resident, facilities and property and, where appropriate, investigate the incidents that may occur therein using monitoring systems, including video surveillance cameras;
- (b) ensure the Resident's access to the facilities using, if applicable, a fingerprint and/or facial recognition system;
- (c) issue the corresponding invoices to the Resident, process the payment of fees and, if applicable, manage unpaid fees.

The Operator will also process personal data to manage, where appropriate, the consent given by the Resident to the Operator to use his/her image and/or voice for commercial purposes and to receive commercial communications concerning the products and/or services of the Operator and its group companies.

2. Which is/are the lawful basis/bases to process the personal data?

The legal bases to process the personal data are:

- (a) the execution of the contractual relationship between the Resident, the Guarantor and the Operator;
- (b) the consent granted by the Resident on a case by case basis to use his/her image and/or voice for commercial purposes and to receive electronic commercial communications;
- (c) the explicit consent granted by the Resident for the use of his/her fingerprint or facial image in order to access the Operator's facilities;
- (d) the legitimate interest of the Operator and the third parties, who are entitled to access your personal data, to preserve the safety of people and property in the facilities as well as to investigate, prove and defend any actions against the property and the facilities or the dignity of a person.

We understand that the legitimate interest on which the Operator bases the processing of your personal data does not infringe the fundamental rights and freedoms of the

Resident and the Guarantor. In any case, you may exercise your right to object by addressing such request to gdpr@xior.es.

3. How long does the Operator retain the personal data?

The personal data (images) captured through video surveillance systems will be deleted within one (1) month, unless these should be kept to evidence the commission of illegal acts against persons, property or facilities.

Once the purposes for which the personal data were processed are fulfilled, the Operator will retain the personal data until the end of the statutes of limitation of any liabilities that may arise and during the term required to comply with any applicable legal obligation.

4. With whom does the Operator share the personal data?

The Operator may, for the purposes described in Section 2 above, share personal data with:

- (a) group companies of the Operator within the European Economic Area, including those managing the property management software.
- (b) judges, courts, public administrations, law enforcement or other competent authorities including without limitation health authorities, if required by law or an unlawful act is detected and investigated. Also, the Operator may share personal data with any interested third parties to investigate an illegal act and, where appropriate, establish, execute and defend claims as may be deemed necessary.
- (c) legal service providers.
- (d) the university where the Resident is enrolled at.
- (e) financial and credit institutions as well as collecting agencies regarding the payment of the fees and the return of the Deposit.
- (f) providers of products and services for the day-to-day management of the activities detailed in Section 2 above including caterers, printing and IT service providers.

5. Which are your data protection rights?

The Resident and the Guarantor are entitled to the data protection rights set out below:

- **Access.** You may request confirmation as to whether or not your personal data is being processed and, if so, you can obtain access to your personal data included in the Operator's files.
- **Rectification.** You may request the modification of your personal data when these are inaccurate.
- **Erasure.** You may request the erasure of your personal data when the legal requirements are met.
- **Opposition.** You may request that your personal data are not processed under certain circumstances.
- **Data portability.** You may request to receive, in an electronic file, the personal data you have facilitated as well as transmit these data to a different entity.
- **Restriction of processing.** You may request the processing of your personal data be restricted when (i) the accuracy of your personal data is being verified, (ii) the processing is unlawful and you oppose to the erasure of the personal data

and you request the restriction of their use instead, (iii) the Operator no longer needs your personal data for the purposes of the processing, but you need it for the establishment, exercise or defence of legal claims, (iv) when you have opposed the processing for the performance of a task carried out in the public interest or this is necessary for the purposes of a legitimate interest, while it is being verified whether the legitimate interest of the Operator override yours.

- **Withdrawal of consent.** You may withdraw your consent at any time, without this affecting the lawfulness of processing based on consent before its withdrawal.

You can exercise your rights, where applicable, by sending a written request to the Operator to gdpr@xior.es indicating "Data protection – Accommodation Agreement" as reference. The Operator may request you to provide a copy of your current ID card/passport or any equivalent document that may be legally valid as evidence of your identity.

When personal data (images) is processed using video surveillance systems, the right of rectification and the right to data portability will not be applicable and the right to restriction of processing will be applicable but with certain limitations.

You have the right to lodge a complaint with the Spanish Data Protection Agency (www.aepd.es), or with any other supervisory authority.

Annex 2

AUTHORIZATION FOR THE CAPTURE AND USE OF IMAGES AND OTHER IDENTIFYING FEATURES

- I. Residence Besos (I Love Barcelona Campus Besos, S.A.), with a place of business at (the "Student Accommodation"), or a third party on its behalf, may capture and record images, voice, and other identifying features of myself during my stay at the Student Accommodation (the "Images").
- II. The Student Accommodation and/or any of its group companies, or a third party on its behalf, may reproduce, edit, distribute, transcribe, publish and, in any other way, use, totally or partially, the Images together with my personal data with the aim of designing and creating advertising, promotional and/or commercial materials, whether for profit or not for profit, both in paper and in electronic form, to promote the Student Accommodation as well as the student accommodations that are directly or indirectly owned or operated by Xior Student Housing NV ("Xior"), and the activities conducted therein (the "Materials"). The Materials may be displayed in the Student Accommodation's social media platforms (e.g. Instagram and/or Facebook), the Student Accommodation website, Xior's website (www.xior.be) or in any printed and/or digital brochures.
- III. The Student Accommodation and/or any of its group companies are authorized to use the Images and the Materials from the time this Authorization for the Capture and Use of Images and other Identifying Features (the "Authorization") is signed and until the end of the third calendar year following the calendar year during which the Images were captured, without prejudice to being able to revoke the rights granted hereunder at any time.
- IV. The use of the Images and the Materials will not result in any financial compensation or intellectual or industrial property rights in my favour, unless otherwise stated.
- V. I will not file against the Student Accommodation and/or any of its group companies, or any third party contractors, nor require the Student Accommodation, nor any of its group companies or any third party contractors to incur any liability for, any claims related to any out-of-focus, blurriness, alteration, optical illusion or the use of composite Images, regardless of whether such use and/or alteration was intentional or not.

| DATA PROTECTION INFORMATION | |
|------------------------------------|--|
| Data controller | I Love Barcelona Campus Besos, S.A. |
| Purpose | To use the personal data in accordance with the terms regulated in the Authorization |
| Legitimation | Consent |
| Recipients | Service providers, group companies and social media |
| Rights | To access, rectify and erase personal data, as well as other rights detailed in the additional information section. |
| Additional information | You may find additional and detailed information about how the Student Accommodation processes personal data on annex 1 of the accommodation agreement |

Annex 3

Furniture and Fittings- ROOM INVENTORY

| DESCRIPCIÓN | OK/NO OK | REPARAR/REPAIRS | REEMPLAZAR/ TO CHANGE |
|-------------------------------|----------|-------------------------|-----------------------|
| GENERAL | | | |
| PAREDES/SUELO – WALLS/FLOOR | | 240,00 € | - |
| PINTURA - PAINT | | 32,00 € x hora/per hour | - |
| HABITACIÓN / ROOM | | | |
| ESCRITORIO - DESK | | 50,00 € | - |
| LUZ ESCRITORIO - LIGHT DESK | | - | 48,00 € |
| ESTANTERIA - SHELF | | 25,00 € | - |
| CAMA/BARANDILLA – BED/EDGE | | 50,00 € | 100,00 € |
| PROTECTOR COLCHON - MATTRESS | | - | 45,00 € |
| PROTECTOR COGADOR - HANGER | | - | 30,00 € |
| ROPA DE CAMA -ED LINEN | | - | 20,00 € |
| LUZ LED - LED LIGHT | | - | 120,00 € |
| ARMARIO - WARDROBE | | 50,00 € | 150,00 € |
| SILLA VITRA – CHAIR VITRA | | 15,00 € | 200,00€ |
| LUCES TECHO - CEILING LIGHTS | | - | 20,00 € |
| CORTINAS - CURTAINS | | - | 150,00 € |
| BAÑO / BATHROOM | | | |
| LAVAMANOS - SINK | | 30,00 € | 150,00 € |
| GRIFO LAVABO - SINK TAP | | - | 30,00 € |
| INODORO - TOILET | | 55,00 € | 260,00 € |
| DUCHA - SHOWER | | - | 45,00 € |
| GRIFO DUCHA - SHOWER TAP | | - | 40,00 € |
| MAMPARA - BATHROOM SCREEN | | 25,00€ | 300,00 € |
| LUCES TECHO - CEILING LIGHTS | | - | 20,00 € |
| COLGADORES - HANGERS | | - | 30,00 € |
| PORTA ROLLOS – ROLL HOLDER WC | | - | 30.00€ |
| COCINA / KITCHEN | | | |
| FREGADERO - SINK | | 50,00 € | 300,00 € |
| GRIFO FREGADERO - SINK TAP | | - | 70,00 € |
| NEVERA - FRIDGE | | 150,00 € | 400,00 € |
| MICROONDAS - MICROWAVE | | 30,00€ | 190,00 € |
| EXTRACTOR - EXTRACTOR | | - | 150,00 € |
| LUZ - LIGHT | | - | 30,00 € |
| PLACA VITRO/ VITRO STOVE | | 50,00€ | 250,00€ |
| MESA Y SILLAS/TABLE CHAIRS | | 50,00€ | 250,00€ |
| | | | |

** In the event that the amount owed for damage to the facilities and / or room is higher than the deposit, the resident will be responsible of the derived expenses and the difference between the deposit and the total amount owed.*

Annex 4

Common Areas at the Hall of Residence

- 1- LISE MEITNER Conference Room
 ROSALIND FRANKLIN Multimedia Room
 NIKOLA TESLA Study Room
 THOMAS ALVA EDISON Study Room

The common rooms have generous space and plenty of natural light. All of them have the best equipment for students. Leaving aside the furniture detailed in the attached graphic, the common areas have multiple electrical ports for convenience and comfort during study hours, day and night lighting suitable for the study, hangers, projectors and a 75-inch TV screen (RosalindFranklin) and partitionable walls which allows for multiple zones and / or a single landscape room.

| SALA | MESAS | NÚM PAX | SILLAS | SOFÁS | SILLONES | TABURETES |
|-----------------------------------|-------|---------|--------|-------|----------|-----------|
| Thomas Alva Edison | | 3 | 6 pax | 16 | | 1 |
| Nikola Tesla | | 3 | 4 pax | | 1 | 6 |
| | | 2 | 6 pax | 24 | | |
| Rosalind Franklin (multimedia) | | 1 | | 5 | 5 | 8 |
| Lise Meitner | | 4 | 4 pax | 20 | | |

2- GYM:

The gym is located in an indoor space with lots of natural light and equipped with everything you need to enjoy a good session. It has three (3) exercise bikes, three (3) treadmills and a multifunctional machine with weights to perform different strength exercises.

The room is very spacious, with wooden trellises for stretching or any other exercise that the residents wish. In front of these trellises, there is enough space for the Residents to carry out other types of exercises with more material.

3- OUTSIDE POOL

With spectacular views of the city of Barcelona and its surroundings, our pool is located on the 5th floor.

It has a large space with slightly raised wooden planks (platform) an ideal space for residents to enjoy the outdoors and the sun.

It has seating in the area with direct views of the campus grounds.

4- ROOFTOP

Our terrace located on the 8th floor, gives us one of the best views of the city, beach, marina port ... etc with multiple spaces to sit and enjoy the views.

In addition, Residents can work and / or study from this terrace since there are multiple electrical ports and high-speed Wi-fi.

5- GARDENS & PING PONG AREA

In the heart of the residence Xior has created a green space, with large planters and palm trees which come from a perfect place for Residents to relax after study days in the common areas.

In our outdoor garden area, we have a ping pong area with two outdoor tables to play as well as large areas to sit and relax.

Annex 5

Internal Rules of Operation

HOUSE RULES

TIMETABLE

To ensure that the sleep of other residents and neighbors is not disturbed, please keep noise to an absolute minimum in the building between 22:00 and 08:00. Your consideration would be much appreciated.

Music devices will be used in an adequate volume that does not harm the study or rest of the residents. After 22:00 they can only be used with headphones.

The cafeteria opening hours for weekdays are from 7:30 a.m. to 10:00 p.m.

- Breakfasts: 7:30 to 10:00
- Lunch from 1:00 p.m. to 3:00 p.m.
- Dinner from 20:30 to 22:00.

The cafeteria opening hours for weekend and bank holidays are from 9:00 a.m. to 15:30 p.m. and from 19:30 to 22:00

- Breakfasts: 9:00 to 10:00
- Lunch from 1:00 p.m. to 3:00 p.m.
- Dinner from 20:30 to 22:00.

** The Residence reserves the right to make changes.*

ROOM ALLOCATION

The choice of room per part of the resident will be taken into account, however, the residence reserves its right to change the initial allocation and to ask for a change of room during the stay if it were necessary.

ACCESS

The resident has absolute freedom to enter and leave the Residence and must do so through the authorized accesses.

For safety reasons, the access door(s) must be closed and secure at all times. Tenants may not lend their keys or smart cards to others to give them access to the building. No-one is permitted to stay in the common areas overnight. Except study rooms and multimedia room, respecting the rest of other tenants.

If you forget or lose your key, please to access to the residence contact our emergency number +34 93 7 866 833 o +34 683 404 891. A new key will cost €20 (price applicable to residence access card and private room area and to restaurant card). Each card loss involves a slight foul.

POOL AND TERRACES

You cannot use any of the terraces (Pool 5th floor 5 and Copernicus Terrace on 8th floor) after opening hours without authorization.

The opening hours are from 10:00 a.m. to 21:00

Pool:

Opening Pool from 01st May to 31st of October

Closing Pool from 01st November to 30th April

The opening hours during the indicated months are from 10:00 to 21:00.

The use of the swimming pool is exclusive for residents. For the use of a non-resident (including guests) of the gym, common meeting rooms or swimming pool must have the express authorization of the residence.

It is not allowed to eat, drink or smoke on the terrace of the fifth floor without authorization from

the residence management.

The entrance to the swimming pool must be done in an orderly way, using the accesses, and observing the depth.

MEETING ROOMS AND GYM

The residence reserves the right to limit spaces without prior notice, the resident must respect the privacy of these events.

Smoking is not allowed in the common rooms.

It is not allowed to eat without authorization, nor is it allowed to alter the disposition of the furniture without permission from the address of the residence.

The rooms can be used 24 hours a day, respecting the general rules of behavior and the hours of rest, as well as the cleaning operation.

CLEANING AND MAINTENANCE

Be sure to use all common areas and facilities properly.

If, due to improper use by residents of the facilities and furniture, damage is caused (both in their room and in the common areas), the costs of repairing the same may be deductible from the deposit.

Upon entering and taking charge of the room, each resident will observe if there is any breakdown or flaw in the furniture, facilities, or in the services of electricity, water and WIFI, reporting them to the reception.

Keep the rented unit and general areas clean at all times. Posters, signs, etc. may not be placed on doors and/or windows and will be removed without notice.

Be sure not to flush objects that could clog your kitchen, bathroom, or shower pipes. Check the shower every two weeks to avoid possible clogging.

The rooms will be cleaned once a week. Residents will vacate the rooms before 9:30h until 15:00h, having to leave the room in adequate conditions to facilitate the cleanliness to the cleaning personnel. The resident will remain outside the room while the cleaning work is being carried out.

Definitive schedule from Monday to Saturday (bank holidays not included)

Monday: 3rd floor

Tuesday: 4th floor

Wednesday: 2nd and 5th floor

Thursday: 6th floor

Friday: 1st and 7th floor

To avoid an excessive accumulation of objects in the rooms, any additional furniture that wishes to be incorporated must be done with the express authorization of the Administration of the Residence.

The Residence has washing machines and dryers for the use of the residents, to be paid for by means of a PPP, which may be used during the normal Residence timetable. The Residence, although it will watch over the good use of the laundry, is not responsible for the possible loss of objects and garments that may disappear from this common area.

If you detect a fault in your room please send an email to diagonalbesos@xior.es indicating in the subject the fault and the room number.

WASTE

Please respect the rules on the disposal of waste in the building. This may not be left in the general areas.

- Organic waste and general waste: they must be thrown into the container on floor 0, together

with access to EEBE between 21:00 and 23:00

- Plastics, metal containers and glass must be thrown into public containers on Francesc Botey Street. Improper use will result in a fine of € 50.00. If a container is used, sort the waste as stipulated by the local municipality. Deposit glass in the glass container. No waste may ever be left in front of the container, even if it is full.

GUESTS

Visits are allowed, but in the case of overnight stay, the guest must be registered. One guest per room is allowed up to a maximum of four days free of charge. In the case of shared rooms, the consent of the roommate is necessary.

From the fourth night € 20 per night will be charged. It is allowed to have guests for a maximum of 8 nights per month.

Guests may not use the common areas of the residence without authorization.

SMOKING

Smoking in the rented property or anywhere else in the building which has not been authorized. Authorized areas:

- Alícia Casals Porch (floor 0)
- Antonio Huerta Garden (floor 0)
- Marie Curie Porch (floor -1)
- Nicolás Copernicus Terrace (8th floor)

THEFT RESPONSIBILITY

Residents are responsible for the custody of their personal belongings in all the areas of the Residence. The Residence is not responsible for possible theft or loss of objects in the different spaces of the Residence.

STRICTLY FORBIDDEN

It is strictly forbidden to:

- drill holes in tiles, walls and/or floors.
- place hot items directly on the kitchen worktop, desk or bed or use them as a chopping or ironing board.
- make works or painting any changes to the rented property that cannot easily be undone without the written permission of the general management of the residence.
- cover or stick anything on the windows, except for the curtains provided.
- change or replace the window coverings.
- place cars bicycles, mopeds, other motorcycles or any type of vehicle in the building or the rented property. These may only be stored in the designated areas.
- to consume in the restaurant or in its terrace external products to the same one
- use the internet for criminal offences.
- walk on any flat roofs (if present) or throw rubbish onto these roofs.
- Throwing any object from the building to the outside will constitute serious misconduct.
- use stoves or radiators, candles, lighters, or any flammable element
- cause a false fire-alarm. The landlord will change all costs incurred as a result to the tenant in question. Fire hoses, fire escapes and fire extinguishers may only be used in emergency situations. Improper use will result in a fine of € 250.00.
- It is strictly forbidden to cover smoke detectors and bathroom grilles.
- Hang clothes or laundry both in the inner courtyard and in the bedroom window

- keep dogs, cats, or any other pets in or at the rented property. The only exceptions permitted are guide dogs or assistance dogs for people with physical, visual, auditory, or other cognitive limitations. These individuals are requested to submit a medical certificate to diagonalbesos@xior.es.
- The celebration of parties or other activities that do not correspond to those of the Residence is prohibited, except with the express authorization of the management, stating the reason, time, authorized persons and place destined for the celebration
- "Hazing" or any individual or collective act that violates the dignity and fundamental rights of the residents, both within the Residence and in the immediate vicinity, without prejudice to the criminal responsibilities and legal actions that may take place. Infringement of this prohibition will be considered a serious offence and will be sanctioned with immediate expulsion from the residence.
- Having, possessing, consuming, or trafficking in narcotic or psychotropic substances, or any other substance considered illegal. It is considered a serious offense and a reason for expulsion.
- Seriously disrespect and disregard other members of the residential community, as well as any other person, who is connected to the center.
- To act detrimentally against the health and integrity of any member of the Residences or to incite others to do so.

SANCTION

Unless stated otherwise, failure to comply with any of these rules, will result in the imposition of a fine of € 50.00. (if no other amount has been specified) and a minor infraction, the accumulation of three minor infractions results in the possibility of expulsion of the resident with no refund of the deposit and charge of two months of accommodation rental.

We prefer to communicate by e-mail. Please add our e-mail address and telephone number to your contact list.