

TERMS & CONDITIONS

UTOPIAN HOTELS

I. Scope of Application;

1. The Terms and Conditions established in the present document govern contracts for the rental use of apartments for lodging purposes, as well as all other goods and services that may be rendered by Category Maneuver LDA., with its registered office at Rua do Bonjardim, n.º 972, 4000-121 Porto, e-mail: reservations@utopian.pt and phone number: +351 939 464 424 (hereinafter “Utopian”) to the customer in connection to such use (any other services that may be rendered in connection with the rental use of the apartments for lodging purposes must be expressly provided for in the moment of the reservation) (“Accommodation Contract”).
2. Utopian accommodations are also made available in the following platforms: Booking.com; Airbnb; Expedia and others that might apply at the time of booking (the “Platforms”). Please note that additional and/or different conditions may apply to the customer whenever the booking of the apartment is concluded through the Platforms.
3. The customer is expressly forbidden of subletting Utopian apartments.

II. Conclusion of the Contract;

1. The mere advertising of the apartment, either through the Utopian website (www.utopian.pt) or any other Platforms shall be construed as an invitation to contract. If for any reason the advertising of the apartment is considered to be a contractual offer, then the contractual offer shall be subject to the confirmation by Utopian of apartment availability (resolutive condition of the contract). The customer will not be entitled to any compensation whatsoever, other than the reimbursement of the amounts eventually paid by the customer if, after making an

- application to book an apartment, Utopian does not confirm apartment availability or informs the customer of the unavailability of the apartment.
2. The contract shall come into force upon Utopian's acceptance of the customer's booking. Reservations are subject to apartment availability and bookings made through Utopian's website or the Platforms are only deemed accepted by Utopian once a confirmatory email has been sent to the email indicated by the customer.
 3. The customer must be 25 years or older to book an apartment and in making a reservation with Utopian the customer guarantees to be acting in good faith and in compliance with all the Terms and Conditions of the accommodation contract.
 4. The parties of the contract are Utopian and the customer.

III. Reservation, Payment Conditions and Prices;

1. By making the reservation of the apartment the customer is accepting to pay the price for the accommodation contract, including any taxes and charges that may apply. The reservation will not be confirmed until payment is made and received by Utopian.
2. The price for the accommodation contract shall be due at the moment of the reservation.
3. Utopian accepts the following methods of payment: online payment through Utopian Website or Platform or card payment at property (needs to be requested in advance).
4. Obvious errors and misprints are not binding (e.g. booking an apartment for 1 €). In such case, Utopian reserves the right to terminate the contract and refund the customer for any amounts paid.
5. The price paid for the accommodation contract will still be due regardless of whether or not the customer actually makes use of the apartment.
6. Utopian reserves the right not to accept or to cancel any reservations where it appears that there has been a mistake or error or where it appears that the customer has made false, fraudulent, speculative reservations or any other inappropriate use.

IV. Cancellation Policy

1. The customer will be fully refunded for cancellations made until one month before the check-in date.
2. The customer will be refunded in 50% of the price paid for cancellations made until one week before the check-in date.
3. The customer will not be entitled to any refund for cancellations made after one week before the check-in date.
4. Should different cancellation policies when booking through certain Platforms be presented, such cancellation policies shall apply..

V. Arrival and Departure;

1. Check-in: Unless otherwise stated on the booking confirmation, customers may check-in at any time from 15 hours on the scheduled day of arrival and will be held until 22 hours on the scheduled day of arrival unless otherwise agreed directly with Utopian.
2. Check-out: On the day of departure the customer must vacate the apartment by 11:00 hours. Late check-out after this time can be requested subject to availability and may be charged at an hourly rate at the discretion of Utopian.

VI. Maintenance of the Premises;

1. The customer can request a mid-stay cleaning for an additional fee which will include fresh sheets and towels as well as new amenities.
2. Utopian and its staff shall have the right to enter the apartment, during the customer's stay, to conduct cleaning (if requested or required by law), repairs and similar tasks.

VII. Terms of Use;

1. Only those people indicated in the accommodation reservation shall have the right to use the Utopian apartments. It is forbidden to welcome outside visitors in the apartments without the prior written consent of Utopian. No parties can be

- organized in the apartments. The customer must refrain from making noise between 22:00 hours and 09:00 hours.
2. Smoking is forbidden inside Utopian premises.
 3. The customer must treat the apartment with care and consideration. This includes, but is not limited to, preserving water and electricity, as well as the usage of electric heaters and ventilators. Upon check-out the customer shall dispose of all its garbage in the trash containers outside of Utopian's premises.
 4. The customer must not flush sanitary napkins, tampons, food or other items down the toilet as it may cause the pipes to clog.
 5. The customer will be liable for any breakage or damage to Utopian's property.
 6. The customer shall ensure that the furniture of the terrace is covered whenever it is raining.
 7. The customer must refrain from engaging in any illegal activities in Utopian premises .

VIII. Claims Concerning Material Defects;

1. The customer must inspect the apartment on arrival and immediately report any defects found to the accommodation.
2. If a material defect is found in the customer's apartment, Utopian has the right to choose between repairing it or reallocating the customer to an apartment of at least the same category as that contracted with the customer.
3. For the purposes of the aforementioned, only serious defects susceptible of compromising the level of service and quality of the apartment will be considered.
4. If Utopian is unable to repair the relevant defect or to substitute the apartment of the customer for another of an equivalent category, the customer may terminate the accommodation contract and receive the price paid for the apartment, not being able to claim anything else from Utopian on whatever grounds.

IX. Liability of Utopian;

1. To the extent permitted by law, Utopian shall not be held liable for the loss or damage to any personal property on the Utopian premises and in no circumstances

shall Utopian be liable for any indirect, consequential, punitive loss or damage, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time.

2. To the extent permitted by law, Utopian shall only be liable for direct damages suffered, paid or incurred by the customer and which are directly attributable to Utopian, up to total aggregate amount that shall not exceed the value of the charges received by Utopian under its contract with the customer.
3. Utopian accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of *force majeure* or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

X. Liability of the Customer

The customer shall be liable for all the damages caused to any of Utopian's property caused by negligence or improper use by the customer.

XI. Pets

Guide dogs are accepted with prior arrangement, but otherwise no pets are allowed at Utopian premises.

XII. Data protection

1. Utopian may process the following categories of personal data:
 - a) Identification data (e.g., name, date of birth, gender, address, contact details, citizen's card/passport data, passport data, tax number, nationality);
 - b) Invoicing and expenses data.
2. Utopian may process personal data for the following purposes:

- a) Provision of the services described in clause I. above;
 - b) Communication of the Customers data to *Serviço de Estrangeiros e Fronteiras* (Portuguese Foreigners and Borders Service).
 - c) For compliance with any legal obligation or in compliance of a judicial injunction/order.
3. The lawful basis for the processing of the customer's data for the purpose in 2. a) of this clause is contractual performance and the for the purpose in 2. b) is compliance with a legal obligation.
 4. The customer acknowledges that all his personal data collected by Utopian will be processed, namely through their registration and integration into databases, organization, storage, adaptation, alteration, retrieval, consultation, use and communication by transmission, dissemination or otherwise making available, including the possibility of comparison and interconnection.
 5. Utopian, as the controller, undertakes to ensure confidentiality in the processing of said data by adopting the technical and organisational security measures appropriate to the protection of personal data processed and to use it, exclusively, in accordance with the purposes mentioned in this clause.
 6. Utopian will only keep your data for the period of time necessary to achieve the purposes established in this Clause or during the period required by the relevant applicable legislation or regulations.
 7. Utopian does not transfer your personal data to third parties, except in cases where this proves to be necessary for the provision of the services you have engaged or for compliance with the obligations to which Utopian is subject.
 8. For further information concerning the rights of the data subject; contact reservations@utopian.pt

XIII. Final Provisions

1. No verbal agreement has been reached during the accommodation contract and any changes to the contract between the parties will necessarily have to be reduced in writing and signed by both parties.
2. With regards to any matter not dealt with in these Terms and Conditions, the existing Portuguese legislation shall apply.

3. Should any individual provision of these Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby.