



## **TERMS AND CONDITIONS OF SERVICES PROVIDED BY RENDIN v. 1.6, valid from 04.01.2024**

**Dear Rendin Services User!**

These Terms and Conditions govern the services provided by Rendin and outline the general principles that direct Rendin in delivering services. Please read the Terms and Conditions. Should you have any queries or concerns, please do not hesitate to contact us at [info@rendin.pl](mailto:info@rendin.pl).

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*The explanations provided under each paragraph serve as clarifications and may be subject to change over time. The most current explanations and recent practical examples can be found on Rendin's website.*

## 1. Definitions

<b>Rendin</b>	<p>Rendin Polska sp. z o.o., ul. Twarda 18, 00-105 Warsaw, www.rendin.pl, e-mail: info@rendin.pl, tel: +48 22 695 53 79</p> <p>Rendin provides long-term residential rent managementservices and supporting guarantee solution.</p>
<b>Services</b>	<p>Rendin offers its Users services related to locating a Tenant by allowing advertisement placement on the Platform or enabling rental offer searches (for Tenants), tenant verification, electronic execution of a secure Rental Agreement, assistance with issues arising from the Rental Agreement, and the opportunity to receive an Surety Amount payout in case of Tenant's non-payment.</p>
<b>Operational Procedures</b>	<p>All operational procedures stemming from the provisions of the Rental Agreement and communicated by Rendin during the execution of the Rental Agreement serve to avert potential Damage, prevent the escalation of existing Damage or the occurrence of further Damage, and provide guidance on handling late payments, in compliance with generally applicable legislation.</p> <p>Adherence to operational procedures is a prerequisite for the payment of the Surety Amount.</p>
<b>Platform</b>	<p>The online environment developed by Rendin (website, mobile app, rental advertising tool known as Virtual Assistant, etc.) facilitates the management of Rental Agreements and the associated guarantee solution. Communication with the Client and the coordination of Services also occur on the Platform.</p>
<b>Platform Users/Clients</b>	<p>Individuals of legal age, over 18 years old, including Landlords, Tenants, and Contract Administrators (e.g., property managers, real estate agency employees, and other authorised representatives) with full legal capacity, who can input data, enter into and manage Rental Agreements, report incidents concerning issues arising from Rental Agreements, and exchange information with Rendin.</p>
<b>User Account</b>	<p>A registered user account on the Platform, created in accordance with Rendin's privacy policy, which enables the use of Services, including the execution of a Rental Agreement.</p>
<b>Landlord</b>	<p>The owner of the dwelling or the person holding other legal titles to it.</p>
<b>Tenant</b>	<p>The user of the dwelling.</p>
<b>Rental Agreement</b>	<p>A contract for the use of a dwelling for a fixed period of no less than three months and no more than ten years, entered into between the Landlord and the Tenant based on the Rendin template provided on the Platform, in accordance with and subject to applicable legislation, including as well the Occasional Rental Agreement and the Institutional Rental Agreement.</p>
<b>Occasional Rental Agreement</b>	<p>A Rental Agreement for the dwelling in which the owner, being a natural person, does not conduct business in the field of renting dwellings, entered into for a fixed term not exceeding ten years.</p>
<b>Institutional Rental Agreement</b>	<p>A Rental Agreement for the dwelling, concluded with a natural person, a legal entity, or an organisational unit without legal personality, engaged in conducting business in the</p>

	field of renting dwellings.
<b>Issues Arising from the Rental Agreement</b>	Issues stemming from the Rental Agreement encompass <u>debts</u> for unpaid charges for using the dwelling (i.e. rent), as well as other charges stemming from the Rental Agreement independent of the Landlord (charges for the supply of energy, gas, water, sewage collection, waste disposal, and liquid waste, etc.), <u>Damage</u> to the Landlord's property, and <u>disputes</u> between the Landlord and the Tenant regarding the Rental Agreement.
<b>Resolving Issues Arising from the Rental Agreement</b>	The parties shall contact Rendin for guidance in resolving issues arising from the Rental Agreement. During the issue-solving process, Rendin offers advice and recommendations, as well as guidelines and instructions to the Tenant or Landlord, if necessary, to prevent Issues Arising from the Rental Agreement.
<b>Guarantee</b>	Protection in the form of a guarantee provided by Rendin in favour of the Landlord in the event of Recognised Claims, in accordance with the terms and conditions of the Surety Bond and the Terms and Conditions, up to the Surety Amount indicated therein.
<b>Surety Bond</b>	A tripartite agreement between the Landlord, the Tenant, and Rendin, in which Rendin commits to paying the Surety Amount in the event that the Landlord makes a Recognised Claim against the Tenant.
<b>Recognised Claim</b>	A claim made by the Landlord against the Tenant, based on a valid, existing, and due obligation of the Tenant to the Landlord under the Rental Agreement, which has been acknowledged by Rendin, up to the Surety Amount. For a claim to be recognised, the Landlord must provide Rendin with sufficient evidence in a timely manner, which Rendin has assessed to be in accordance with the terms of the Rental Agreement, Surety Bond, and the Terms and Conditions, and which is lawful and offers a sufficient basis for substantiating the claim against the Tenant in court.
<b>Unrecognised Claim (Rejected Claim)</b>	A Landlord's claim against the Tenant for which the requirements for recognition have not been satisfied.
<b>Assignment Agreement</b>	An agreement between the Landlord and Rendin, pursuant to which Rendin pays the Landlord the Surety Amount for Recognised Claims and assumes Recognised Claims from the Landlord.
<b>Right of Recourse</b>	Rendin's right to enforce payment of claims arising from Recognised Claims, which Rendin has assumed from the Landlord pursuant to the Assignment Agreement, against the Tenant.
<b>Damage</b>	An act or omission of the Tenant that results in harm to the Landlord's property. Damage includes impairment or alteration to the property through careless use of the premises and assets, such as, but not limited to, drilled holes for hanging paintings or makeshift shelves, significant scratches or damage to surfaces (ceilings, walls, floors, furniture, etc.) that reduce or alter the utility value of the dwelling, furniture, appliances, etc.
<b>Natural Wear and Tear (Depreciation)</b>	Alterations and minor defects in the surfaces and furnishings of the dwelling that arise during normal day-to-day use (fading of colours due to sunlight, micro-scratches on floors and other surfaces, naturally moulded springs in sofas, wear and tear of surfaces, materials, and appliances, etc.), which do not significantly affect the utility value of the dwelling, furniture, appliances, etc.

<b>General Principle of Reimbursement</b>	Unless otherwise agreed, the Landlord may charge the Tenant for the necessary costs incurred by the Landlord to demonstrate the Damage (including the costs of appraisals and expert reports).
<b>Duty of Care</b>	<p>During the tenancy period</p> <p>The Landlord's duty to manage their dwelling with care, to make a prudent assessment of risks and, if necessary, to take preventive measures, and to maintain their property in a prudent and economical manner (e.g., among other things, to ensure that the dwelling's installations are in good working order, to schedule control meetings with the Tenant or to otherwise carry out inspections in order to gain adequate insight into the condition of the dwelling and the Tenant's behaviour). The disbursement of the Surety Amount is also dependent on the Duty of Care of the Landlord.</p> <p>Upon the termination or expiration of the tenancy</p> <p>Post an advertisement for renting the dwelling as soon as possible, typically within a few days to a week, unless the Landlord faces health-related issues or prior commitments that prevent them from doing so. Show the dwelling to interested parties. Verify the financial reliability of potential new tenants, especially if the intention is to continue renting through Rendin. Additionally, the Landlord should proceed with renovations, repairs, or refurbishment of the dwelling before re-renting if it's necessary to restore the dwelling to its proper condition due to the Tenant's neglect, taking into consideration normal wear and tear. Unjustified interruptions in renting the dwelling that are not covered by Rendin's protection include breaks caused by renovations aimed at refreshing the condition of the dwelling not resulting from tenant neglect. This also includes major renovations that involve the replacement of installations or improvements that raise the dwelling's standard. If the work conducted in the dwelling due to the Tenant's neglect does not objectively hinder its presentation to potential new tenants, the Landlord should simultaneously carry out renovation work and search for a new tenant.</p>
<b>Terms and Conditions</b>	These terms and conditions outline the general provisions for the provision of Services by Rendin. The Terms and Conditions apply to all active Rental Agreements.
<b>Special Terms of the Rental Agreement</b>	The main part of the Rental Agreement, in which the parties provide their information as the Landlord and the Tenant, describe the rented dwelling, agree on the charges for using the dwelling or other fees stemming from the Rental Agreement independent of the Landlord, and list the attachments to the Rental Agreement that constitute its integral part.

## 2. Rendin Services

Rendin is a secure rental solution that provides the Landlord with a guarantee of reimbursement for unpaid charges for using the dwelling and other charges stemming from the Rental Agreement independent of the Landlord, along with property protection up to the Surety Amount, and offers the Tenant the option to rent without a deposit.

### Rendin offers the following Services:

- 2.1. Placing a rental offer on the Platform/rental search engine  
Through the Platform, you can place your dwelling advertisement if you are looking for a Tenant. As a Tenant, you can browse the rental offers of available dwelling listings on the Platform.
- 2.2. Verifying Tenants  
Rendin will check on the payment history of potential Tenants nominated by the Landlord and will not allow a Rental Agreement to be signed with an individual who is late with payments or has outstanding debts.
- 2.3. Providing a Platform for concluding a Rental Agreement with the Tenant and managing the rent  
Rendin has created a technical solution (web environment and mobile application) through which a Landlord can rent out their dwelling to a Tenant by entering into an agreement electronically.
- 2.4. Preventing potential losses, implementing Operational Procedures, organising services, and advising involved parties  
Rendin responds to warning signs of potential problems between the Landlord and Tenant. In order to prevent potential Damage or in the event of Damage already incurred, as well as in the event of emerging or worsening rental arrears, Rendin shall take measures for the Tenant and Landlord to minimise the amount of losses. The Customer Support Department and the Legal Department provide legal advice, ongoing support in negotiations between the parties, and referral to the relevant Operational Procedures or instructions, as well as providing appropriate model documents and statements. The Landlord's adherence to the Duty of Care and compliance with the Operational Procedures and instructions given by Rendin is a prerequisite for the payment of the Surety Amount.
- 2.5. Guarantee  
A Rental Agreement signed on the Platform guarantees the payment of the Surety Amount specified in the Surety Bond for unpaid charges for using the dwelling and other charges stemming from the Rental Agreement independent of the Landlord, as well as property Damage. The payment of the Surety Amount is subject to the Duty of Care, adherence to Operational Procedures, and proper documentation of non-payment of dues and the occurrence of the Damage and its extent.
- 2.6. Assignment of Recognised Claims and Assumption of Claims  
Rendin is entitled to assume the Tenant's obligations to the Landlord regarding Recognised Claims for which Rendin has paid the

Landlord the Surety Amount under the Assignment Agreement.

### 3. Terms of Use for Rendin's Platform

- 3.1. The use of Rendin's Platform is subject to acceptance of the Rendin's Terms and Conditions and Privacy Policy, available at <https://rendin.pl/privacy>. By creating a User Account and utilizing the Services, the User acknowledges that the User has read, understood and accept Rendin's Terms and Conditions and Privacy Policy.
- 3.2. Users are responsible for the accuracy and completeness of the information they provide and for obtaining the necessary licences or permissions. Users are responsible for the accuracy of the information they provide and for the ownership of the rights to the images they upload (licence or copyright).
- 3.3. The User agrees that Rendin may share certain data (such as the address of the dwelling, presentation of the dwelling, photos of the dwelling, contact details of the Landlord) with third parties for the purpose of carrying out activities permitted by the Landlord (in particular the sharing of rental advertisements by Rendin on the Platform, as well as real estate portals, social media, etc.).

*Explanation: The User will have access to a number of Services, also prior to the conclusion of the Rental Agreement (e.g. prior to the conclusion of the Rental Agreement, the User will be able to use the publication of rental advertisements (Digital broker), request legal and technical advice on Rental Agreements, etc.). Therefore, it is important that the User carefully reads the Terms and Conditions and Privacy Policy of Rendin.*

- 3.4. In the case of an intermediate rental relationship, the User confirms that they are authorised by the owner of the dwelling or their authorised representative to act on their behalf and have the relevant written authorisation in this regard.
- 3.5. The User is the sole authorised user of the User Account and should be the only person with access to it. They are responsible for maintaining the confidentiality and security of their account login details and must not disclose their credentials to third parties. The User should notify Rendin immediately if they suspect that their credentials have been lost, stolen or the security of their Account has otherwise been compromised. The User is responsible for the activities carried out through the User Account, unless they have been negligent in respecting data confidentiality and data security, such as failure to report unauthorised use or loss of credentials.

### 4. Guarantee - Surety Bond

#### 4.1. Protection against payment interference

- 4.1.1. Non-payment by the Tenant to the Landlord of rent, other charges for the use of the dwelling or charges independent of the Landlord, collected by the Landlord only in cases where the Tenant does not have a contract directly with a utility or service provider, for at least four payment due dates despite the Tenant having been warned in writing of its intention to terminate the Rental Agreement and given an additional one-month period for payment of overdue and current debts, shall be deemed to be a qualifying event for termination of the Rental Agreement and thus for receipt of Guarantee.

*Explanation: If four payment due dates are overdue, e.g. non-payment of the rent for four weeks (the rent is paid on a weekly basis) or non-payment for four months of monthly charges (e.g. administrative rent or an Internet bill) or non-payment for two weeks of rent and two months of monthly charges whose settlement due date does not coincide with the overdue rent (e.g. Internet bill for March, administrative rent to the housing association for April and the first and second week's rent for May), the Landlord is obliged to contact Rendin and to take reminder measures for the Tenant prior to the termination of the Rental Agreement, in accordance with the instructions and Operational Procedures. If the Tenant, despite being called upon to pay, does not pay or does not respond to the pre-termination final payment demand, the Landlord is obliged to terminate the Rental Agreement in accordance with the instructions and Operational Procedures.*

- 4.1.2. The Guarantee covers the payment of a Surety Amount specified in the Surety Bond, in order to cover outstanding rental payments or Damage.

- 4.1.2.1. The Tenant does not leave the dwelling despite the termination or expiry of the Rental Agreement  
The Tenant residing in the dwelling after the termination or expiry of the Rental Agreement shall, until the date of vacating the dwelling, pay the Landlord compensation on a monthly basis, in the amount as if the Rental Agreement were still in force.

*Explanation: The compensation is intended to recompense the Landlord for the Tenant's non-contractual use of the dwelling. A claim for payment of compensation is also covered by the Guarantee. The loss incurred by the Landlord due to the non-contractual use of the dwelling will be calculated on the basis of the existing rent before the termination or expiry of the Rental Agreement and the actual utility charges.*

- 4.1.2.2. The Tenant leaves the dwelling before the expiry of the Rental Agreement

If:

- the Tenant leaves the dwelling without prior Landlord's consent or
- the Landlord effectively terminated the Rental Agreement due to Tenant's fault or
- the Tenant submitted an unjustified and ineffective termination statement of the Rental Agreement to the Landlord

the Landlord is entitled to receive the Guarantee regarding claims for charges for using the dwelling and other charges stemming from the Rental Agreement independent of the Landlord, within 3 full calendar months from the abandonment of the dwelling by the Tenant, with the obligation to exercise Duty of Care, what means if during this time the Landlord, despite active actions, failed to rent the dwelling to another Tenant.

*Explanation: The above applies if the Tenant has prematurely vacated the dwelling before the date specified in the Rental Agreement as the expiry*

date of the Rental Agreement.. In such a situation, the Landlord, insofar as they are convinced that the Tenant has left the dwelling without any intention of returning to it, should proceed to the following actions: verify the condition of the dwelling, draw up a report on the return of the dwelling and send it to the Tenant, summarise the claims against the Tenant, request the Tenant to pay. In the meantime, the Landlord should make the necessary repairs if the Tenant has caused Damage and seek another Tenant.

The Guarantee for a non-rental gap up to 3 full calendar months is not available if the Landlord has given the Tenant consent to leave the dwelling earlier or has even entered into an agreement (settlement of mutual consent) with the Tenant to terminate the Rental Agreement.

- 4.1.3. In the event of arrears of charges for using the dwelling and other charges stemming from the Rental Agreement independent of the Landlord, for four billing periods, the Landlord shall make every effort to minimise the risk of a possible increase in arrears, including immediately (but no later than within 7 days, from the date on which the arrears reached four billing periods in arrears) informing Rendin that the Tenant is in arrears and, despite reminders from the Landlord, has not fulfilled its contractual obligations.

*Explanation: The Landlord should use the sample debt reminder available at Customer Support Department: [info@rendin.pl](mailto:info@rendin.pl). In this way, Rendin will also receive notification of the existence of the debt. If the Tenant is in arrears, for less than four billing periods, the Landlord should use a traditional debt reminder. If the Tenant is in arrears, for four or more payment due dates, the Landlord shall make use of a pre-termination final payment demand, under threat of termination of the Rental Agreement. The Customer Support Department or the Legal Department shall issue instructions or make available Operational Procedures in order to correctly and effectively collect payments and limit the increase in losses.*

- 4.1.4. The Landlord shall use its best endeavours to terminate the Rental Agreement as soon as possible if the Tenant is in arrears with payments for four payment due dates. This means that the Landlord must invoke and then exercise its right to terminate the Rental Agreement if, on the date when the additional period to pay the arrears expires, the Tenant is still in arrears to the Landlord for at least four payment periods.

*Explanation: Rendin may refuse to provide protection if the Landlord has knowingly allowed arrears to increase beyond four payment due dates and has not taken the preventive measures referred to above.*

- 4.1.5. The Surety Amount shall be paid if:
- a) the claim is due;
  - b) the Landlord has notified the Tenant of the claim and its amount;
  - c) the Landlord has given the Tenant an additional period of one month to pay the claim (30-day period);
  - d) the Tenant has not satisfied the claim within the additional period;
  - e) the Landlord has validly terminated the Rental Agreement;
  - f) the Landlord has given the Tenant an additional period of 14 days to pay the claim and g) the Landlord has provided Rendin with all the evidence necessary to consider and recognise the claim.

- 4.1.6. Payment of Surety Amount will be made on the basis of an Assignment Agreement concerning the claims, concluded between the Landlord and Rendin. Upon conclusion of the Assignment Agreement and payment of the compensation, the obligations of the Tenant towards the Landlord under the Recognised Claims shall be deemed to have been fulfilled, and the right to claim shall be transferred to Rendin

*Explanation: The effects of entering into an Assignment Agreement are detailed in Section 6.3 of the Terms and Conditions.*

## 4.2. Protection of the Landlord's property

- 4.2.1. In the case of the Landlord's property protection, a damage event is damage to the dwelling and its contents caused by the Tenant's acts or omissions, which the Tenant has not compensated for or voluntarily repaired despite being called upon to do so.

- 4.2.2. The Landlord's property cover includes compensation up to the maximum amount of the Surety Amount.

*Explanation: The total limit of the Guarantee, including for property protection, is equal to the monthly rent multiplied by ten.*

- 4.2.3. The Tenant shall be liable for Damage to the Landlord's property which occurred while the dwelling was in the possession of the Tenant (except for Clause 4.2.4).

*Explanation: The Tenant shall, for example, be liable for holes drilled in the walls without the consent of the Landlord, furniture damaged by pets, furniture and equipment removed from the dwelling and not returned to the Landlord, etc. In summary, negligent use of the dwelling, alterations not agreed with the Landlord, destruction of items, damage to items, and other such Damages are the responsibility of the Tenant.*

- 4.2.4. The Tenant is not responsible for natural wear and tear, deterioration, and changes that occur during the normal use of the dwelling.

*Explanation: Alterations and minor defects in the surfaces and furnishings that occur during normal, well-maintained use (fading of colours due to sunlight, micro-scratches on floors from walking, naturally moulded springs in sofas, wear and tear of surfaces, materials, and appliances, etc.), that do not significantly alter the value and comfort of the dwelling, including furniture, furnishings, etc. are natural and normal wear and tear for which the Tenant is not responsible. If the parties have agreed otherwise, such that at the end of the rental period, the Tenant will return the dwelling in a condition free of any signs of wear and tear or deterioration caused by normal contractual use, Rendin will not cover this scope with Guarantee cover.*

- 4.2.5. Evidence of Damage shall include, among others, the dwelling handover report (dwelling Handover Report) confirmed by the Landlord and the Tenant together with photographic documentation, as well as the dwelling handover report (dwelling Return Report) confirmed by the Landlord and the Tenant together with photographic documentation. In the absence of an approved handover report, it may be difficult or impossible to prove the existence and extent of the Damage. Unproven Damage cannot be compensated under the Guarantee.

- 4.2.6. Evidence of the amount of the Damage and the extent of the Damage includes, but is not limited to: invoices, bills, receipts, valuations, analyses, opinions of experts or companies that professionally provide repair services, as well as links to valuations or price lists of the services of such companies posted on the Internet.
- 4.2.7. The Surety Amount:
- 4.2.7.1 for Damages found after termination of the Rental Agreement, will be paid if:
- a) the claim is due;
  - b) the Landlord notified the Tenant of the claim and its amount;
  - c) the Landlord summoned the Tenant, setting an additional 14-day period for payment of the claim; d) the Tenant has not satisfied the claims within the additional period;
  - e) The Landlord provided Rendin with all the evidence necessary to consider and recognize the claim.
- 4.2.7.2 for Damages found during the period of the Rental Agreement, will be paid after its termination, if:
- a) the claim is due;
  - b) the Landlord notified the Tenant of the claim and its amount;
  - c) the Landlord summoned the Tenant to stop destroying or neglect the property and set the Tenant an additional 14-day period to cease activities contrary to the Rental Agreement and to remove the effects of violations;
  - d) the Tenant has not satisfied the claims within the additional period and continues to use the Dwelling in a manner contrary to the Rental Agreement or its purpose, allowing for Damages or negligence;
  - e) The Landlord has validly terminated the Rental Agreement.
  - f) The Landlord has provided Rendin with all the evidence necessary to consider and recognize the claim.
- 4.2.8. Payment of compensation will be made on the basis of an Assignment Agreement concerning the claims, concluded between the Landlord and Rendin. Upon conclusion of the Assignment Agreement and payment of the compensation, the obligations of the Tenant towards the Landlord under the Recognised Claims shall be deemed to have been fulfilled, and the right to these claims shall be transferred to Rendin.
- 4.2.9. Protection of the Landlord's property also includes cases where the Landlord has turned to the insurer for compensation for Damage caused by the Tenant. As a result, although the Landlord has received compensation, they have suffered a loss in the form of a deductible which, under the terms of the insurance contract, has not been paid to them.

*Explanation: For example, as a result of the Tenant's negligence, the Landlord's table was damaged. The value of the repair is PLN 700. In the contract with the insurer, the insured is charged with a deductible of PLN 200. In order to reduce the Tenant's claim, the Landlord asked the insurer with whom they have a dwelling insurance contract to reimburse the cost of repairing the table in the amount of PLN 700. Due to the deductible, the insurer paid out PLN 500. Due to the failure to cover the Damage in full, the Landlord still has a loss of PLN 200, which they are entitled to report to Rendin and obtain insurance cover for.*

- 4.2.9.1. The claim for reimbursement of the deductible from the Guarantee that has not been paid to the Landlord in accordance with the terms and conditions of the insurance is dependent on whether the damage was caused by the Tenant.

*Explanation: It must be proven that the damage is the Damage within the meaning of the Terms and Conditions, i.e., caused by an act or omission of the Tenant and not caused by normal wear and tear, a defect in the appliance itself, a fortuitous event, etc. For example, in the case of flooding of a dwelling due to a defective washing machine, the surveyor in the process of recognizing the damage with an insurer must establish whether the damage was caused by a defect in the washing machine itself or, for example, by the Tenant's negligence (e.g., when doing the laundry, the Tenant overloaded the washing machine beyond the permitted weight).*

- 4.2.9.2. Unproven and unconfirmed Damages are not covered and will not be compensated by Rendin.

- 4.2.10. Compensation from the Guarantee shall not be payable in the event of:

- a) Damage to equipment, devices, or their external appearance not caused by external events;

*Explanation: For example, if the equipment has an internal failure, is faulty, or has exceeded its useful life and has ceased to function despite proper use by the Tenant, the Tenant is not liable.*

- b) Loss of income, lost profits, and non-pecuniary damage;

*Explanation: Coverage for reimbursement of charges for unpaid rent by the Tenant (for the term of the Rental Agreement) or reimbursement of compensation for non-contractual use of the dwelling (where the Rental Agreement has been terminated by notice or has expired and the Tenant delays its return) is not equivalent to coverage for so-called lost profits. Lost profits are primarily the monetary amount that the Landlord could have received if the Tenant had not breached its contractual obligations. For example, if the Tenant had returned the dwelling to the Landlord in good condition, the Landlord would not have had to deal with the renovation of the dwelling and would therefore have been able to re-rent the dwelling and would not have lost income for the period during which the dwelling was empty due to the renovation.*

- c) Damage not caused by the Tenant or a person who was in the dwelling with the Tenant's consent;

*Explanation: For example, if a break-in results in loss, destruction, or damage to the Landlord's property, such damage is not compensable as it was not caused by the Tenant or any other person who was in the dwelling with the Tenant's consent.*

- d) Damage caused by a long-term process, independent of the Tenant's actions or omissions.

*Explanation: For example, natural wear and tear, rust, mould.*

#### 4.3. Legal assistance in the eviction process

- 4.3.1. As part of the Services, Rendin also offers the Landlord legal assistance in proceedings against the Tenant for the return of the dwelling. The scope of assistance depends on the type of the concluded Rental Agreement and is described in detail in point 6 of the Surety Bond.

*Explanation: If the Rental Agreement has been terminated by notice or has expired at the end of the term for which it was concluded, and the Tenant refuses to vacate the dwelling and continues to use it unlawfully, the Landlord may ask Rendin for help in recovering the dwelling. If an Occasional*

*Rental Agreement or Institutional Rental Agreement has been concluded, the Landlord may expect assistance from Rendin in proceedings before the court and bailiff.*

- 4.3.2. The protection of the Landlord's legal interests applies only to Recognised Claims and only to reasonable legal assistance arranged by Rendin and does not include other legal costs unrelated to Rendin.

*Explanation: In the case of a validly concluded Occasional Rental Agreement or Institutional Rental Agreement legal assistance relates to the preparation of appropriate pleadings in court and enforcement proceedings, including the representation of the Landlord in bailiff proceedings. Legal assistance does not encompass the payment of court and enforcement fees incurred during eviction proceedings; the Landlord is solely responsible for these expenses.*

## **5. Commencement of Rendin Rental Protection**

- 5.1. Rendin protection shall apply from the date on which all of the following conditions are fulfilled: a) the Landlord and Tenant conclude the Rental Agreement and the Surety Bond appended thereto; b) the date of delivery of the leased property arrives; and c) possession of the leased property is transferred to the Tenant.

*Explanation: It may be the case that the parties sign a Rental Agreement for the future, i.e. for quite some time before the dwelling is handed over to the Tenant. In such cases, Rendin recommends charging a reservation fee and stipulating in the specific terms and conditions of the Rental Agreement (clause 7 of the Rental Agreement) that if the Tenant withdraws from the Rental Agreement after it has been entered into but before the transfer of ownership of the dwelling, the Landlord will not be obliged to refund the reservation fee in whole or in part, as agreed by the parties in the Rental Agreement. If there is no cancellation of the Rental Agreement, the reservation fee may be included in the rent for the first month of the rental period.*

- 5.2. The Guarantee cover shall remain in force until the date of termination or expiry of the Rental Agreement, except in the cases of termination of cover referred to in clause 10 or 16 of the Terms and Conditions.

## **6. Regulations Governing the Payment of the Surety Amount - Assignment Agreement and Right of Recourse**

- 6.1. The Surety Amount shall be paid to the Landlord under the terms and within the timeframe indicated in the Surety Bond.
- 6.2. The purpose of the payment of Surety Amount is to bring the Landlord into a situation as close as possible to the one they would have been in had the Issues Arising from the Rental Agreement not occurred.
- 6.3. Payment of the Surety Amount for arrears and protection of the Landlord's property will be made on the basis of the Assignment Agreement concerning the claims between the Landlord and Rendin. Upon the execution of the Assignment Agreement concerning the claims and the payment of the Surety Amount, the Recognised Claims of the Landlord against the Tenant, arising from the Rental Agreement, shall be considered satisfied, and the rights to pursue such claims shall be transferred to Rendin.

*Explanation: For the Landlord, the assignment of a Recognised Claim signifies the extinguishment of the Tenant's obligations towards the Landlord in relation to the assigned claims. Consequently, the Landlord can no longer demand payment from the Tenant for those claims. Rendin becomes the sole party entitled to pursue the Recognised Claims through legal proceedings. During the course of the legal process, the Landlord may be summoned by the court or Rendin to provide testimony or submit documents in their possession. The Landlord retains the right to independently pursue payment from the Tenant for amounts arising from Rejected Claims or those that qualified as Recognised Claims but were not covered due to the Guarantee limit being exceeded and, as a result, did not become the subject of the Assignment Agreement.*

- 6.4. If Rendin finds out that the Landlord has collected a deposit from the Tenant against the Terms and Conditions, Rendin will reduce the Surety Amount granted for the Recognised Claims by the amount of the collected deposit, of which the Landlord will be informed before concluding the Assignment Agreement. Therefore, under the Assignment Agreement, the Landlord will transfer to Rendin the receivables in the amount of the Recognised Claims, and Rendin will pay the Landlord the amount of the Recognised Claims minus the amount of the deposit collected from the Tenant.
- 6.5. The transfer of the Recognised Claims towards the Tenant to Rendin under the Assignment Agreement of receivables entitles Rendin to demand from the Tenant payment of the amount resulting from the Assignment Agreement.

*Explanation: Payment by Rendin to the Landlord of the Landlord's Recognised claims against the Tenant does not mean that the Tenant's debt has been satisfied and therefore extinguished. As a result of the Assignment Agreement concluded between the Landlord and Rendin, Rendin becomes the Tenant's new creditor for the Recognised claims covered by the Assignment Agreement.*

## **7. General Exclusions of Rendin Guarantee Coverage**

- 7.1. Incidents occurring before the commencement of the rental period or after the termination of the rental period.
- 7.2. Incidents resulting from force majeure events (e.g., war, terrorism, coup d'état, strike) and damage not attributable to an act or omission of the Tenant.
- 7.3. Unproven Claims (Rejected Claims).

*Explanation: Definitions are explained in Chapter 1, clarifications are also given in Sections 4.2.6, 4.2.7 and examples of exemptions are given in Section 4.2.10.*

7.4. Landlord's claims for late payment and contractual penalties, excluding Landlord's liability to third parties. *Explanation: The Landlord is entitled to charge interest for late payment and to claim a penalty for breach of non-monetary obligations under the Rental Agreement (if it has stipulated such penalties in Clause 7 of the Rental Agreement), but these are not covered by the Guarantee. Guarantee covers interest and penalties imposed on the Landlord due to late payment by the Tenant, imposed on the Landlord by a third party, e.g. an electricity supplier, in the event that the Tenant does not have a contract directly with a utility or service provider. Where the electricity supplier has charged statutory interest for late payment and the Tenant is at fault for the delay, the amount of interest will be covered by the Guarantee. Please note that the Tenant is not at fault for late payment if they were not properly notified of the amount due or the due date. In the absence of a clear payment reference, the*



*Landlord should allocate the amount paid by the Tenant starting with the debts that are most recently due. In summary, where there are current debts for rent and formerly due for utility charges, the Landlord should first allocate the utility charges, if these were formerly due, out of the amount paid by the Tenant with a vague payment reference.*

7.5. Situations where the affected party is a third party (for example, a neighbour).

*Explanation: Rending protection does not apply if, as a result of flooding, Damage is caused to the flat of the downstairs neighbours.*

7.6. If inaccurate information has been deliberately provided during the claims process, including instances where the claimant has misled or attempted to mislead Rending as to the circumstances or amount of the claim, or otherwise attempted to deceive Rending regarding the circumstances of the Rental Agreement or its performance.

*Explanation: Insurance fraud and other deceptions are criminal offences that Rending is obligated to report promptly. As a result, it is crucial to always present accurate statements and factual information.*

7.7. Property protection does not cover anything that is not a dwelling or an integral part of it. Accordingly, Rending's protection does not cover damage to, *inter alia*, parking spaces, storage cells, sheds, garages, gardens, concerning e.g. gates, landscaping, etc. as well as damage to common areas, if the subject of the rent is a room instead of dwelling.

*Explanation: Guarantee only covers payment protection and damage to the dwelling, excluding premises belonging to or connected with the property.*

7.8. The protection does not extend to cover Damage to common areas when the rented property only includes a specific part of the dwelling.

7.9. Property cover does not include Damage in the form of destruction or absence of individual small household tools of negligible value, or damage to plants left in a dwelling.

*Explanation: Guarantee does not cover individual losses or damage to, inter alia, kitchen sets such as cutlery sets, crockery, glasses, etc.*

7.10. Rending's Guarantee cover does not apply if the dwelling is used for commercial purposes, sublet or used for the accommodation of persons who do not form a joint household.

*Explanation: Guarantee does not cover Damage caused to a dwelling that has been rented out, e.g. for the purpose of providing accommodation for a group of construction workers.*

7.11. The Guarantee does not cover additional fees beyond the scope of Rending protection, other than charges for using the dwelling (i.e. rent) and other charges stemming from the Rental Agreement independent of the Landlord (i.e. utilities), which are agreed upon by the contracting parties, for example those related to the preparation and conclusion of the Rental Agreement.

*Explanation: Fees arising from point 8 of the Special Terms of the Rental Agreement (such as agent fees, contract fees, and any other commissions) shall be exempt from Rending protection.*

## **8. Dual protection (e.g., Rending's Guarantee versus dwelling insurance)**

8.1. If the Landlord or Tenant can also claim compensation under an insurance contract with the insurer (e.g. flat/home insurance), the other insurer must be contacted first.

*Explanation: If the Landlord or Tenant has taken out an insurance policy, such as a flat/home insurance policy, the claim must first be made to the insurer. If the insurer recognises claims only in part, the party may request Rending to reimburse the unrecognised claims, insofar as these claims can be recognised under the Terms and Conditions.*

8.2. In the event that the Tenant or Landlord entitled to claim compensation from insurance policy fails to do so, but attempts to initiate proceedings with Rending, then Rending is entitled to suspend its proceedings until a decision from policy insurer is presented to Rending.

8.3. Damages that have been or are to be compensated under insurance policy are not covered by Rending.

8.4. Reimbursement of the Landlord's deductible for which insurer has not awarded a payment in accordance with the terms of the policy will be made in accordance with Clause 4.2.9 of the Terms and Conditions.

## **9. Expiry of claims under a Rental Agreement**

9.1. The limitation period for claims arising from the Rental Agreement is 3 years. However, the end of the limitation period is the last day of the calendar year.

9.2. An exception to the limitation period applies to the Landlord's claims against the Tenant for damages resulting from damage or deterioration of the dwelling; these claims are subject to a one-year time bar, commencing from the date the dwelling is returned to the Landlord.

*Explanation: Alterations and renovations carried out without the consent of the Landlord shall mean that the Tenant has damaged the Landlord's dwelling or the equipment therein.*

9.3. Rending does not provide coverage for claims that have expired due to the limitation period, as well as claims made to Rending less than 2 months before the expiry of the limitation period.

*Explanation: If the Landlord has failed to notify the Tenant of their claims within the relevant time frame, allowing the claims to become time-barred, Rending reserves the right to deny Guarantee coverage. Limitation periods are established by law, and the expiration of the limitation period entitles the Tenant to refuse payment for a claim that has reached its limitation period. The Landlord is obliged to submit his claims, together with all necessary evidence for their existence and amount, no later than 2 months before the expiry of the limitation period, so that Rending can carry out the procedure for recognising claims and concluding the Assignment Agreement before its expiry.*

## **10. Fees for Services and Additional Charges – Consequences of Delayed Payment**

10.1. Upon entering into the Rental Agreement via the Platform, the party obligated under the Rental Agreement must pay Rending a so-called Service Fee. The Service Fee, calculated monthly, serves as Rending's remuneration for the services outlined in Clauses 2.3 to 2.6 of the Terms and Conditions. The Service Fee is determined based on a percentage of the rent specified in the Rental Agreement. Should the amount change, the Service Fee will adjust proportionally.

*Explanation: The Service Fee covers the cost of Rendin's services related to establishing and safeguarding the rent. If the rent increases or decreases, the Service Fee will correspondingly change.*

- 10.2. In the event that Rendin is not informed of a change in the rent, the Service Fee will not change, and the Guarantee cover will continue to apply up to four times the rent calculated at the last rate known to Rendin.

*Explanation: For occasional and institutional rent, rent increases may only occur under the terms and conditions specified in the Rental Agreement unless the parties enter into a separate agreement or annex to that effect. If the parties wish to allow rent changes during the rental period, they must outline the conditions for rent changes in Clause 7 of the Rental Agreement.*

- 10.3. The amount of the Service Fee and the additional charges related to managing the Rental Agreement are listed on the Rendin's website.

*Explanation: The Rendin website features a price list that specifies fees charged to the obligated party due to repeated requests for payment (in case of late Service Fee payments) and fees for preparing a payment schedule for the Tenant if they request to pay their debt to the Landlord in instalments.*

- 10.4. Payment of the Service Fee is made based on an invoice issued by Rendin.

- 10.5. The Service Fee is payable by the 15th of each month unless otherwise indicated on the invoice.

10.6. Failure to receive an invoice does not exempt the obligated party from paying the Service Fee on time. *Explanation: The obligated party can find the payment details and Service Fee amount in Section 4 of the Rental Agreement.*

- 10.7. The Landlord and the Tenant shall agree in the Rental Agreement which of them is obliged to pay the monthly Service Fees. The obligation to pay may be transferred from one party to the other by written agreement between the parties during the term of the Rental Agreement.

- 10.8. Potential consequences if the Tenant is delayed with Rendin fee payments:

10.8.1. The Landlord's protection remains unaffected by the Tenant's noncompliance.

10.8.2. If the parties have agreed that the Tenant is responsible for paying the Service Fee, and the Tenant is late in making payments or a significant portion of the payments for two consecutive due payment dates, Rendin reserves the right to require a security deposit from the Tenant, equivalent to up to three times the rent.

*Explanation: Rendin will send the Tenant at least two debt reminders, setting at least two weeks' additional time for payment, together with a warning that if the Service Fee is not paid, the Tenant's protection will be discontinued. If the Tenant fails to comply with the obligation to pay the Service Fee despite the additional time limit, Rendin's Services and the Tenant's protection will be terminated, and Rendin may demand a security deposit from the Tenant, equivalent to up to three times the rent.*

10.8.3. Rendin is required to hold the Tenant's deposit in a separate account at a credit institution, separate from its own assets, with an average interest rate. The interest belongs to the Tenant and will be returned to the Tenant along with any unused portion of the deposit.

10.8.4. Upon the return of the dwelling, Rendin will return the deposit plus accrued interest to the Tenant. If the Tenant has outstanding payments to the Landlord or Rendin at the time of the property return, and the Tenant has not paid despite payment requests, Rendin will deduct these costs from the deposit.

10.8.5. If the Tenant defaults on the deposit, Rendin may initiate collection of the deposit from the Tenant. The cost of collecting the deposit will be borne by the Tenant.

- 10.9. Potential consequences if the Landlord is delayed with payments for Rendin services:

10.9.1. If the parties have agreed that the Service Fee will be borne by the Landlord, and the Landlord is late in paying the Service Fee on two consecutive occasions despite at least two payment requests from Rendin, the services provided to the Landlord and the resulting protection, including Guarantee, will be considered terminated.

*Explanation: Rendin will send the Landlord at least two debt reminders, setting an additional two-week payment period, along with a warning that failure to pay will result in the interruption of services and protection for both the Tenant and the Landlord. If the Landlord fails to fulfil the obligation to pay the Service Fee despite the additional period, Rendin will be released from the obligation to provide services, including the payment of the Surety Amount.*

10.9.2. A delay in payment by the Landlord does not obligate the Tenant to pay a deposit to the Landlord.

10.9.3. Rendin will inform the parties of the interruption of services, the cessation of coverage, and the reasons for it.

## **11. Invoicing**

- 11.1. The monthly invoice for the Service Fee will be sent by e-mail to the address indicated in the Rental Agreement. The invoice will display the amount due, the due date, Rendin's bank account number, and a reference number to be entered in the payment reference when paying the invoice.

*Explanation: Please note that the party named in the Rental Agreement is obliged to pay for the Services, regardless of whether they have received an invoice. We suggest arranging a standing order with your bank for the Service Fee payment, as the amount of the Service Fee typically remains constant.*

- 11.2. If the Rental Agreement begins on a date other than the 1st of the month, the invoice for the first month will be prorated according to the number of days covered by the Rental Agreement in that month. An invoice will be issued at the start of each calendar month for the subsequent month, and the person responsible for payment has until the 15th day of that same calendar month, from the date of receiving the invoice, to make the payment.

- 11.3. If the payment made is less than the full amount due or if the payment reference number is unclear or Rendin cannot determine what the payment was received for, Rendin will consider the invoice for the Services unpaid until the payment is identified. In case of doubt, Rendin will contact the invoice recipient.

*Explanation: Rendin may issue a debt reminder through various means, such as email, SMS, or a phone call. The fee is considered received only when the full amount is paid.*

11.4. If more is paid, Rendin will refund the excess or retain it as an advance against future payments. *Explanation: The client can pay the requested amount in advance. Invoices continue to be sent monthly, and each invoice will take into account the amount prepaid or due on the date of issue.*

11.5. If a payment is overdue, Rendin will send a request for payment. The first request for payment will explain the overdue payment circumstances and set a new due date. In the request for payment, Rendin will also describe the details of the continued provision of the Service and the legal consequences of non-payment by the new deadline.

*Explanation: Rendin will send at least two debt reminders to the debtor, setting at least a two-week additional deadline for payment and warning of potential consequences if the fee remains unpaid.*

11.6. Rendin is entitled to collect the Service Fee from the start of the Rental Agreement until its termination or expiry, as outlined in Clause 11.7 of the Terms and Conditions. If Rendin is not informed about the termination of the Rental Agreement, they will continue to collect the Service Fee until they receive the termination notice.

*Explanation: In the event that parties fail to formalise the termination of the Rental Agreement on the Platform, or fail to inform Rendin in a timely manner, Rendin might inadvertently continue invoicing for their services even after the Rental Agreement has ended.*

11.7. If the Rental Agreement is terminated during a month, on or after the 15th day, the obliged party must pay the Service Fee for the entire calendar month. The final invoice will cover a full calendar month. Conversely, if the Rental Agreement is terminated prior to the 15th day of the month, the obligated party reserves the right to request a recalculation of the invoice amount and pro-rated billing.

## **12. Identification of Parties and Their Rights of Representation**

12.1. Before initiating services related to the Rental Agreement or before the conclusion of the Assignment Agreement, Rendin reserves the right to verify the identities of the parties. This may involve requesting additional documents to confirm personal information and the legal title to the dwelling.

12.2. If Rendin has concerns about the accuracy of the provided details and documents, they may refuse to commence the rental services or conclude the Assignment Agreement.

*Explanation: For instance, if a mother attempts to sign a Rental Agreement in her own name while her daughter, who has not passed Rendin's verification, will be the actual occupant of the dwelling, Rendin may decline to provide services upon discovering this information.*

12.3. In cases where the Landlord or Tenant acts through a representative or attorneys-in-fact, an electronically signed or notarised power of attorney must be submitted to Rendin.

## **13. Information and Notifications Delivered to Parties**

13.1. Rendin sends notifications related to the provision of services to the parties, including responses to inquiries, instructions and Operating Procedures, invoices, debt reminders, and other pertinent information.

13.2. Rendin delivers these notifications and information to the most recent contact details provided.

13.3. When the Client consents to receive marketing content, Rendin will send information about products and services that might be of interest to the Client during and after the provision of services. Clients have the right and the option to opt out of receiving such information at any time. To do so, they can notify Rendin of their preference through the Rendin's website or by sending an email to info@rendin.pl.

## **14. Information Expected from Parties by Rendin**

14.1. The Parties are obliged to inform Rendin of all significant circumstances known to them that may affect the provision of Rendin Services and the execution or performance of the Rental Agreement.

*Explanation: Important information primarily includes what Rendin asks of the parties when concluding the Rental Agreement.*

14.2. The parties are obliged to inform Rendin immediately of the following circumstances:

14.2.1. Risk of claim;

*Explanation: For example, if the Tenant has not paid the arrears despite the additional period specified in the debt reminder. The Landlord should inform Rendin, as there is reason to believe that a claim may arise which the Tenant will not settle.*

14.2.2. Occurrence of claim;

14.2.3. Risk of neglect of dwelling or Damage;

14.2.4. Changes in important circumstances as set out in the Rental Agreement;

14.2.5. Termination of the Rental Agreement;

*Explanation: By termination of the Rental Agreement, the parties mean ending the Rental Agreement before the end of the period for which it was concluded, either by notice or by agreement of the parties.*

14.2.6. Transfer of ownership (for example, sale of a dwelling);

14.2.7. Other relevant circumstances.

## **15. Rendin's Rights in the Event of Client's Failure to Fulfil Notification Obligations**

15.1. If the Landlord or Tenant has failed to inform Rendin of a significant circumstance that may affect the performance of the Services, or has deliberately avoided informing Rendin of a significant circumstance or has provided false information about a significant circumstance, Rendin may withdraw from the provision of the Services or adjust the level of protection offered to the scale of the negligence.

*Explanation: A circumstance about which Rendin has expressly requested information is important. However, information that Rendin has not expressly requested, but which would clearly have an impact on the conclusion of the Rental Agreement, such as information that the Tenant has filed*

*a consumer bankruptcy petition with the court, may also be relevant.*

- 15.2. Despite breaches on the part of the Tenant, however, the Landlord shall not be deprived of Guarantee coverage, nor shall the Surety Amount be underestimated in any way, if the Landlord exercises Duty of Care, respects the provisions of the Rental Agreement, and the Terms and Conditions.

## **16. Termination of Rendin's Services or Circumstances Leading to Rental Protection Cessation**

- 16.1. Rendin's services and protection will apply for the entire duration of the Rental Agreement, until its termination or expiry. Claims arising during the term of the Rental Agreement may also be raised by the parties after the termination of the Rental Agreement, but the claims raised must not be time-barred in order to receive the status of Recognised Claims.

*Explanation: The termination or expiry of the Rental Agreement must be recorded on the Platform. The date of return of the dwelling is not always the same as the date of termination or expiry of the Rental Agreement, due to different agreements between the parties, the impossibility of reaching an agreement in this respect, or the Tenant's non-contractual use of the property.*

- 16.2. The Tenant may terminate the Service, by which the parties mean termination of the Surety Bond, by giving at least one month's notice effective at the end of the calendar month to the Landlord and Rendin, subject to the following conditions:
  - 16.2.1. If the Tenant wishes to terminate the Services during the term of the Rental Agreement, the Tenant must pay a deposit of three months' rent to the Landlord's bank account, with payment reference: "Rental Agreement deposit", immediately after giving notice to the Landlord and Rendin. On the day the deposit is transferred, the provision of the Services shall be discontinued.
- 16.3. If the parties have agreed that the fees for the Services are to be borne by the Landlord and the Landlord is in arrears, Rendin may discontinue the Services in accordance with the procedure set out in Clause 10.9 of the Terms and Conditions.

## **17. Personal Data Processing**

- 17.1. Personal data is any information relating to an identified or identifiable natural person.
- 17.2. Personal data processing is any operation performed on personal data, including the collection, organisation, storage, modification, etc. of personal data.
- 17.3. Data processing is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).
- 17.4. The rules for processing personal data are set out in Rendin's privacy policy, which is available at <https://rendin.pl/legal>.

## **18. Documents in Foreign Languages**

- 18.1. The language of communication shall be the language of the country in which the Rendin Services are provided and in which the subject of the rent is located.

*Explanation: In Poland, the official language and language of communication is Polish. Information, instructions, Operating Procedures, marketing activities, explanatory material, and the like can also be provided in English. In case of discrepancies in information provided in languages other than Polish, the wording in Polish shall prevail.*

## **19. Withdrawal from the Surety Bond Complaints, and Dispute Resolution**

- 19.1. Clients who are consumers have the right to withdraw from the Surety Bond within 14 days of its conclusion without providing a reason. To adhere to the withdrawal period, Clients must send the withdrawal declaration before the period expires. This declaration can be submitted to Rendin's registered address or electronically to the email address: [info@rendin.pl](mailto:info@rendin.pl). In the event that a consumer exercises their right to withdraw from the Surety Bond, they are required to pay for the services rendered up until the point of withdrawal. The payment amount will be calculated based on the proportion of services provided, considering the agreed-upon price or remuneration in the Surety Bond.
- 19.2. To submit complaints about Rendin's services, clients can directly contact Rendin using the official contact details, such as email ([info@rendin.pl](mailto:info@rendin.pl)), the Rendin's website, or the registered office address.
  - 19.2.1. Rendin will respond to the complaint promptly, no later than within 14 days of its receipt.
- 19.3. If Rendin does not accept the Client's complaint and the Client disagrees with its decision, the Client may utilise out-of-court methods for handling complaints and claims, including in particular by submitting the dispute to the county consumer ombudsman. The county consumer ombudsmen are located at county offices or city halls (in the case of cities with county rights) and their role is to provide factual support, including free legal assistance to consumers. More information can be found at [www.uokik.gov.pl](http://www.uokik.gov.pl), under "Amicable settlement of consumer disputes" section or at [www.prawakonsumenta.uokik.gov.pl](http://www.prawakonsumenta.uokik.gov.pl).
- 19.4. Disputes and disagreements between the parties arising from the Services that cannot be resolved through negotiation shall be settled by the ordinary courts of the Client's place of residence (if they are a consumer) or, in other cases, by the court having jurisdiction over Rendin's registered office.