

Rendin.



TERMS AND CONDITIONS OF SERVICES PROVIDED BY RENDIN v 1.1, valid from 20.01.2023

Dear user of Rendin services!

These general terms and conditions of services provided by Rendin set out the general principles that guide Rendin in the provision of its services. To ensure the safety of the service and to cover any potential risks, Rendin has concluded an insurance contract with ERGO Insurance SE and, accordingly, in addition to following general terms and conditions, the terms and conditions of the corresponding ERGO Insurance SE insurance service, which are available on the website: www.ergo.ee, will apply. The terms and conditions that apply to a particular service are indicated on the certificate issued to the customer.

Please take some time to read and understand Rendin's general terms and conditions as well as insurance conditions. If you have any questions, you may contact Rendin at info@rendin.co

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The explanations given below each paragraph are of a specifying nature and can change over time, the most up-to-date explanations and recent practical examples can be found on Rendin's website

1. What definitions are used

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| Rendin / Service provider / Policyholder | Rendin OÜ, address Peterburi tee 2f, Tallinn, www.rendin.ee E-mail: info@rendin.co , Tel.: 60 05 010 Rendin OÜ offers long-term residential lease management services and supporting insurance solutions. |
| Insurer | ERGO Insurance SE |
| Services | Rendin provides its users with customer support, legal advice, preventive lease mediation and problem-solving services for problems arising from rental agreement by answering questions or providing action instructions Rendin's services also include services provided to the client, either as a part of their consultation or separately, for the assessment and restoration of the rental property (cleaning, damage assessment, repairs, etc.). |
| Operating procedures | Any operating procedures given by Rendin to the Tenant or the Landlord, in the course of or separately from their consultation, with the goal of avoiding possible damages or preventing an increase in any existing damages and minimising further damages. Compliance with Rendin operating procedures is mandatory for the Tenant and the Landlord and is a prerequisite for the validity of Rendin services and insurance cover. |
| Platform | An environment created by Rendin (website, mobile app, Digital Broker, etc.) to manage the long-term rental agreements of residential property and the associated insurance solution. Customer communication and organization of services also take place on the platform. |
| Platform users | Signatories over the age of 18 – Tenants , Landlords and Contract Administrators (e.g. brokers) – who can enter data, enter and manage rental agreements , report loss events and exchange information with Rendin. |
| User account | A registered user account on the Rendin platform opened in accordance with the Rendin Privacy Policy. The information needed to access the User's account is kept confidential and used securely, without being shared with third parties. All users of the Rendin platform are obliged to keep the details of the rental agreement and the parties' personal information confidential. |
| Landlord | The owner of the rental property and the owner's authorised or legal representative. |
| Tenant | The user of the rental property on the basis of a rental agreement with the Landlord. |
| Rental agreement | A contract for the use of a residential property for an indefinite period of time, which has been verified by Rendin and is in compliance with current legislation. Through a rental agreement , one person (the Landlord) undertakes to give another person (the Tenant) use of the property (the residential property) and the Tenant undertakes to pay the Landlord the agreed fee (the rent). |
| Problems arising from the tenancy | Problems arising from the tenancy include debts in the form of unpaid rent and/or utility costs , damage to the Landlord's property and disputes between the Landlord and the Tenant concerning the tenancy. |
| Resolving any problems arising from the tenancy | The parties contact Rendin for guidance in resolving problems arising from the tenancy. In the course of solving the problem and in addition to the instructions given to the Tenant or Landlord, Rendin will, if necessary, take measures to prevent any damage that may occur or to avoid any increase in the damage already caused. |
| Insurance cover | The cover is the guarantee provided in the event of a loss event, in accordance with the terms of the certificate (see section 4). |
| Recognised claim | The Landlord's claim against the Tenant that has been recognised by Rendin. In order for a claim to be recognised, the Landlord must have provided Rendin with sufficient evidence in a timely manner, which Rendin has assessed to be in conformity with the terms of the rental agreement and the services, and which is in accordance with the law and a sufficient basis for proving a claim against the Tenant in court. |

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| Unrecognised claim | The Landlord's claim against the Tenant which the Rendin has not acknowledged. |
| Assumption and/or assignment of a recognised claim | Rendin has the right to take over the Tenant's obligations to the Landlord for unpaid rent, damages, etc. At the same time, reimbursement of the aforementioned costs and procedural costs will be agreed upon with the Tenant. |
| Loss event | An event or circumstance set out in these terms and conditions which Rendin must indemnify in the manner and to the extent set out in these terms and conditions. |
| Natural wear and tear (depreciation) | Changes and minor defects to the residential property surface and furnishings that occur during normal, well-kept use (colour fading in the sun, micro scratches on the floor from walking, sofa springs sagging, wear and tear on surfaces, materials and appliances, etc.), which do not significantly change the use value of the residential property, furniture, household appliances, etc. |
| Intense wear and tear, several minor injuries | Damage/modifications additional to the natural wear and tear. For example, careless use of rooms and property, holes drilled to fix pictures or temporarily installed shelves, major scratches or damage to surfaces (ceilings, walls, floors, furniture, etc.) that limit or alter the use value of the residential property, furniture, appliances, etc. |
| Breakage, extensive damage | Extensive damage or breakage of surfaces (ceilings, walls, floors, furniture, etc.) and/or other parts and/or furnishings of the residential property. For example, extensive water damage, fire, vandalism or deliberate action, etc. |
| Destruction of property | Restoring damaged assets (furniture, household appliances, etc.) to their pre-loss event condition is not economically justifiable as the cost of restoration exceeds the market value of the asset. |
| Technical failure | An internal failure of technical systems and equipment that affects or prevents their normal functioning. |
| Vandalism, theft, robbery | Damage of the rental property which is caused by third parties, for example theft, robbery. In addition to the description of the damage and its amount, it is necessary to register the incident in the police or a similar law enforcement body in accordance with the procedure provided by the law and the Rendin terms and insurance conditions. |
| Disappearance | The property of the Landlord, which had been transferred to the Tenant on the basis of rental agreement, has disappeared without any clear signs and / or information about theft or robbery. |
| Other forgone revenue, indirect losses | Additional loss events incurred due to the partial or total inability to use the rental property, in addition to the loss of rental income (for example, the Landlord or Tenant is unable to attend a business meeting due to an incident at the rental property and an important transaction is not concluded). <i>Not reimbursable under the Rendin service and the accompanying insurance cover.</i> |
| Moral damage, emotional value | Damage to the rental property or to the property therein that cannot be valued, compensated or replaced in the usual way (for example, damage to the embroidered tapestry of the Landlord's grandmother or the chest of drawers carved by their grandfather). <i>Not reimbursable under the Rendin service and the accompanying insurance cover.</i> |
| The general principle of cost recovery | Unless otherwise agreed upon, the Tenant bears the possible costs of the loss event procedure. Rendin estimates the amount of the costs and, if necessary, explains them to the Tenant |
| Estimation of the damage | An expert assessment of the possible cost and terms of restoring or restoring property, carried out by a Rendin specialist, a professional service provider (a specialist with knowledge and practical experience in the field) or an expert appointed by the Insurance Company. |
| Restoration of property | Restoration carried out in the manner and at the location specified by a Rendin specialist, a professional service provider or the Insurance Company (by a building contractor or qualified specialist, etc.). The restoration of the property must meet the technological and quality requirements for similar restoration work in the context of the specific work. |

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| Repairs | Repairs of property using special technology, reducing the volume and scope of work to restore only the damaged area. |
| Financial compensation | Monetary compensation for damages. The financial calculation is based on an expert assessment of the possible cost and conditions of restoring or replacing the property – the assessment provided by a specialist from Rendin, a professional service provider (a specialist with knowledge and practical experience in the field) or an expert appointed by the Insurance Company. Financial compensation can be used to cover both the cost of repairs and other types of damage (replacement of property). The form and method of compensation will be decided by Rendin depending on the circumstances of the case. |
| Replacement of property | Damaged or destroyed property is replaced by equivalent (similar parameters and technical characteristics) second-hand property. If no equivalent second-hand property can be found, it is replaced by new property with equivalent parameters and technical characteristics, or the loss is compensated monetarily, taking depreciation into account. |
| Right of Recourse | Rendin's statutory right of recourse from the Tenant for any recognised claims against the Tenant that Rendin takes over from the Landlord. |
| Calculation of wear | The compensation may be reduced by the proportion of depreciation of the damaged property, based on the current condition and state of the specific property. |
| Duty of care | The Landlord's obligation to be diligent in the management of their residential property, to make prudent risk assessments and, where necessary, to take mitigating measures, and to look after their property in a prudent and economical manner (e.g. to ensure that the heating, electrical, etc. systems of the rental property are in good working order, to schedule regular meetings with the Tenant or perform inspections in another way in order to have an adequate overview of the condition of the residential property and the Tenant's behaviour). The validity of the services and protections provided by Rendin and Rendin's insurance partner is subject to the Landlord's due diligence. |
| Certificate | A document setting out or referring to all the protections of the Rendin service and their scope, content and limits. |
| Invoice receipt | An invoice receipt is a notice sent by Rendin which sets out the due date for the payment of the service fee and the insurance premium. |

2. Nature and content of the service provided by Rendin

Rendin is a home rental and secure rental agreement solution that provides the Landlord with a rent and utility payments guarantee, together with protection for the residential property and its contents, and the Tenant with the option to rent a home with no deposit.

As an expert of the rental sector, Rendin offers the following services:

2.1. A platform for setting up and managing rental relationships

Rendin has created a technical solution (web environment and/or mobile app) through which the Landlord can rent out his property and the Tenant candidate can express his desire to become a Tenant. In the case of mutual interest and suitability, the Landlord and the Tenant can conclude a lease with the necessary annexes. Rendin processes the data submitted to the platform securely and purposefully.

2.2. Finding the best possible Tenant candidate.

Rendin will carry out payment history checks on Tenant candidates and will not allow a rental agreement to be signed with a person who is known to have recent or current payment problems.

2.3. Signing, managing and terminating a secure rental agreement.

The Rendin platform allows customers to sign a legally verified, sufficiently detailed and up-to-date rental agreement, with a comprehensive hand-over act and attached pictures to accurately record the condition of the residential property. If the rental agreement requires amendments or termination, the necessary operations can be carried out on the Rendin platform.

2.4. Ensuring to the Landlord that rent, utility costs and property damage requirements are satisfied

A rental agreement signed on Rendin's platform guarantees the payment of rent and utility costs. This will ensure that the Landlord receives their payment even if the Tenant has trouble paying. It is important that the parties have a record of the condition of the residential property at the beginning of the rental agreement (hand-over act, pictures) and a specific agreement on who and to what extent will reimburse the costs (cleaning, repairs, etc.) at the end of the rental agreement. Rent payments, utility costs and damages caused to the Landlord's property, which are not satisfied by the Tenant by the due date, are guaranteed by Rendin under the conditions and to the extent stated in the certificate.

2.5. Preventing potential damage, operating procedures, organising services and advising the parties involved.

Rendin has a proactive approach, which means that Rendin reacts on early warning signals of potential problems that Rendin is qualified to identify based on Rendin's long-term experience. In order to prevent possible damage or in the case of damage already incurred, the recommendation/mediation of actions to optimise the amount of damage will be organised for the Tenant and the Landlord. Compliance with the instructions given by Rendin is a prerequisite for the full application of Rendin services and the accompanying protections to the Landlord.

2.6. Assignment and assumption of claims.

Rendin has the right to take over the Tenant's obligations to the Landlord for unpaid rent, damages, etc. At the same time, reimbursement of the aforementioned costs and procedural costs will be agreed upon with the Tenant.

3. Terms of use of Rendin's platform

- 3.1. The user is allowed to use the Rendin platform only upon accepting the Rendin general terms and conditions and privacy policy. By creating a user account on the Rendin platform and using the Rendin application or the Digital Broker, the user agrees that they have read, understood and accepted the general terms and conditions and the privacy policy of Rendin's services.

Explanation: The registered user will have access to a number of Rendin's services before the conclusion of the rental agreement and the generation of the certificate (for example before the conclusion of the rental agreement, the user will have the possibility to use Rendin's Digital Broker, ask for legal and technical advice concerning the rental agreements etc). It is therefore important that the user of the platform thoroughly familiarise themselves with the general terms and conditions and the privacy policy of Rendin.

- 3.2. It is the responsibility of the user to make sure that the information they provide is complete and accurate. Users are responsible for the accuracy of the information they provide and for the right of use (e.g. copyright and ownership) of the images they upload.
- 3.3. The user gives their consent for Rendin to share certain data (such as the address of the residential property, the presentation of the residential property, pictures of the residential property, the Landlord's contact information) with third parties for the purposes of carrying out activities authorised by the Landlord (in particular, the sharing of rental advertisements through Rendin on the Rendin platform, real estate portals, social media).

Explanation: In particular, this concerns situations where the Landlord uses the services of a Digital Broker of Rendin by filling in the Digital Broker form.

- 3.4. In the case of mediation in rental relations, the user confirms that they are authorised by the owner of the residential property or their authorised representative to carry out the operations.
- 3.5. The user is the only authorised user of their Rendin account.

4. Nature and content of tenancy protection

A rental agreement concluded on Rendin's platform guarantees that the Landlord will receive all rental payments and utility expenses as well as the compensation for any property damage incurred by the Tenant. This means that the Landlord will be insured against any problems arising from the Tenant. It is important that the condition of the property is recorded at the beginning of the lease (hand-over act, photos) and that it is specifically agreed upon who will reimburse the costs (cleaning, repairs, etc.) at the end of the lease and to what extent.

4.1. Payment disruption protection

- 4.1.1. Non-payment of rent and utility expenses by the Tenant to the Landlord within two weeks of the due date is deemed as an event qualifying for payment disruption protection.

Explanation: A non-payment is considered an arrear and for the payment of which a minimum additional period of two weeks has been granted.

- 4.1.2. Payment disruption protection includes compensation for up to three months of rent and utility expenses.

Explanation: The maximum claim of the Landlord can be as follows: rent multiplied by three + utilities (utilities are reimbursed for three months, for an amount not exceeding the payment for three months of rent). Example: The maximum protection is calculated on the basis of the rent payment. If the rent payment is 500 euros and the utility bills are higher, for example 800 euros, the maximum total protection is 3000 euros (three times the rent amount to cover the rent arrears and three times the rent amount to cover the utility bills).

- 4.1.2.1. Rent payments can be charged until the end of the rental agreement

Explanation: In a situation where the Tenant does not return possession of the residential property to the Landlord at the end of the rental agreement, legally the Tenant can't be charged for the rent payment upon termination or due date of the rental agreement, but the Landlord may claim compensation for not returning the property. This claim is also covered by insurance. The loss incurred to the Landlord will be calculated on the basis of the rent payment as stated in the rental agreement and the actual utility charges.

4.1.2.2. If the apartment is vacant, a Landlord will be reimbursed for utilities of up to 33% of a monthly utility charges

4.1.3. In the event of arrears of rent and/or utility charges, the Landlord is obliged to make every effort to minimise the risk of a possible increase in expenses, including immediately (but no later than after 30 days) inform Rendin that the Tenant has fallen into arrears and has not fulfilled their contractual obligations despite the Landlord's reminders.

Explanation: The Landlord can use the sample notifications available on Rendin's platform at <https://rendin.ee/documents> if the Tenant is overdue on a rent payment for a few days/a week. In this way, Rendin will also receive an automatic notification of the existence of the debt.

4.1.4. The Landlord is obliged to make every effort to terminate the rental agreement as soon as possible if the Tenant does not pay their rent and/or utility charges. It means that the Landlord must evoke the right to terminate the rental agreement if the Tenant has either missed or been late on two payments for rent and/or utility charges or has accumulated debt in the amount of two months worth of rent and/or utility payments

Explanation: The law provides that the rental agreement can be terminated if the Tenant has been in arrears (including partial arrears) for two months. Rendin may refuse to provide protection if the Landlord has deliberately allowed the arrears to grow and has not taken the preventive steps mentioned above.

4.1.5. The compensation is paid if a) the claim is final; b) the Landlord has notified the Tenant of the demand and the amount of the claim; c) the Landlord has given the Tenant a reasonable additional period to pay the claim (minimum two weeks); d) the Tenant did not satisfy the claims within the additional time limit; and e) all necessary evidence for the processing and admission of the claim has been provided to Rendin.

4.1.6. Payment of the compensation will be made on the basis of an assignment of claims agreement between the Landlord and Rendin. Upon the conclusion of the assignment agreement and the payment for compensation, the obligations of the Tenant towards the Landlord, which arise from the rental agreement, are deemed to have been fulfilled and the right of claim is transferred to Rendin.

Explanation: A final claim means that the Landlord has no further claims against the Tenant and, to their knowledge, there is no possibility that new claims could arise in the future. As the compensation is paid under an assignment of claims agreement, the Landlord must confirm that they no longer have any claims against the Tenant, and Rendin becomes the subsequent creditor of the Tenant. This means that the Landlord will receive compensation on the basis of the recognised claim to their bank account and Rendin will take ownership of the claim and continue the debt settlement.

4.2. Protection of the Landlord's property (Tenant liability)

4.2.1. In the case of the Landlord's property protection, a loss event is damage to the residential property and its contents incurred as a result of the actions or neglect of the Tenant and which the Tenant does not compensate or repair voluntarily and within a reasonable time frame.

4.2.2. The protection of the Landlord's property includes compensation up to the amount and to the extent stated in the certificate.

Explanation: The rent multiplied by ten is the property protection compensation limit.

4.2.3. Damages in the Landlord's property caused by the actions or inactions of the Tenant means that the Tenant returned the rental property to the Landlord in a condition not in accordance with what had been agreed upon in the rental agreement. The Tenant is liable for any destruction, loss or damage to the rental property that occurred while the property was in the possession of the Tenant (except for clause 4.2.4).

Explanation: For example, the Tenant is responsible for holes drilled into walls without the Landlord's permission, furniture damaged by pets, furniture and equipment moved out of the apartment and not returned to the Landlord, etc. In summary, negligent use of the apartment, repairs not agreed upon with the Landlord, breakage of items, damage to items and other such damages are the liability of the Tenant.

4.2.4. The Tenant is not liable for the natural wear and tear, deterioration and changes that occur during the normal use of the property in accordance with the rental agreement

Explanation: Changes and minor defects to the surfaces and furnishings that occur during normal, well-kept use (colour fading in the sun, micro scratches on the floor from walking, sofa springs getting tired, wear and tear on surfaces, materials and appliances, etc.), which do not significantly change the value and comfort of the living space, furniture, appliances, etc., are natural and normal wear and tear for which the Tenant is not liable. If the parties have agreed on the special conditions that after the end of the rental period the Tenant will return the residential property in such a condition as to have removed any wear and tear or deterioration caused by normal contractual use, then this term will not be protected by Rendin.

- 4.2.5. The proof of damage is based on a hand-over act confirmed by the Landlord and the Tenant and pictures. In the absence of an approved handover act , it may be difficult or impossible to prove the extent of damage Unproven damage is not compensated.
- 4.2.6. The compensation is paid if a) the claim is final; b) the Landlord has notified the Tenant of the claim and the amount of the claim; c) the Landlord has given the Tenant a reasonable additional period to pay the claim(minimum two weeks); d) the Tenant did not satisfy the claims within the additional time limit; and e) all the necessary evidence to open a event have been provided to Rending.
- 4.2.7. Payment of the compensation will be made on the basis of an assignment of claims agreement between the Landlord and Rending. Upon the conclusion of the assignment agreement and the payment for compensation, the obligations of the Tenant towards the Landlord, which arise from the rental agreement, are deemed to have been fulfilled and the right of claim is transferred to Rending.
- 4.2.8. The protection of a Landlord's property also extends to cases where the Landlord has turned to another insurer to remedy damages caused by the Tenant , resulting in the Landlord incurring a loss in the form of a deductible paid to the homeowner's insurer.

Explanation: For example, as a result of the Tenant's negligence, the Landlord's table was damaged at a cost of 700.00 euros. To reduce the Tenant's claim, the Landlord turned to his home insurance. The repair of the table cost 400.00 euros, of which the amount of deductible is 200.00 euros. As the table was damaged due to the Tenant, the Landlord had the right to claim from the Tenant reimbursement of the 200.00 euros paid as an amount deductible to the home insurance.

- 4.2.8.1. The proof of the claim for compensation of other deductibles paid to the insurer is based on the hand-over act, pictures, written expert opinion and decision of the insurance.

Explanation: It must be proven that the failure is not due to normal wear and tear or a defect. For example, in the case of a leaky washing machine, the expert must determine whether the damage was caused by a defect in the washing machine itself or through the Tenant's negligence (for example, when doing the laundry, the Tenant overloaded the washing machine's permitted weight).

- 4.2.8.2. Unproven and unacknowledged damage is not covered by the insurance and is not compensated by Rending.

- 4.2.9. Compensation does not include:

- a) Damage to equipment, technique or exterior not caused by external events;

Explanation: For example, if the equipment has an internal failure, is faulty or has exceeded its lifetime and has stopped working despite any external influences, it is not the responsibility of the Tenant.

- b) Loss of income and non-pecuniary damage;

Explanation: In terms of Rending's service and protection, unpaid rent by the Tenant (which occurred during the validity of the rental agreement) or compensation for returning the dwelling (if the rental agreement has ended but the Tenant delays returning the dwelling) does not equal lost income. . In terms of Rending's service and protection, the case of lost income is primarily an amount of money that the Landlord could have received if the Tenant had not violated his contractual obligation. . For example, if the Tenant had handed over possession of the residential property in a good state the Landlord would not have had to deal with the restoration of the residential property and could therefore re-lease the residential property and would not lose income for the period during which the residential property was vacant due to repairs.

- c) Damage not caused by the Tenant or by a person who has been present in the residential property with the Tenant's permission;

Explanation: For example, if a break-in results in the loss, destruction or damage of the Landlord's property, such damage is not compensable because it is not caused by the Tenant or anyone else who was at the property with the Tenant's permission.

- d) Damage caused by a long-term process;

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

4.3. Protecting the Landlord's legal interests

- 4.3.1. In the case of the protection of the Landlord's legal interests, the loss event is the representation of the Landlord, on the basis of the Landlord's authorisation, in court and the rental committee against the Tenant in a claim for the repossession of the residential property.

Explanation: In a situation where the rental agreement has been terminated by regular or extraordinary termination, but the Tenant refuses to vacate the residential property, the Landlord may request help from Rending in the return of the unlawful possession of the residential property from the Tenant in a court or in the rental committee.

- 4.3.2. The protection of the legal interests of the Landlord applies only to recognised claims and only for reasonable legal assistance arranged by Rending or the insurance partner and does not cover other legal expenses (except state fees) not related to Rending or the insurance partner.

5. When is tenancy protection deemed valid

- 5.1. Rending protection is valid from the moment when all the following conditions are met: a) the Landlord and the Tenant have signed the rental agreement; b) the date of delivery of the leased property has arrived; and c) possession of the leased property has been transferred to the Tenant.

Explanation: It may happen that the parties sign a rental agreement for the future, i.e. for a quite a long time before the transfer of possession of the dwelling to Tenant, and in such cases Rendin recommends taking a reservation fee and stipulating in the special conditions of the rental agreement that if the Tenant withdraws from the rental agreement after the agreement has been concluded but before the transfer of possession of the residential property, the Landlord will not be obliged to refund the reservation fee, fully or partially as the parties have agreed in the rental agreement. If the rental agreement is not cancelled, the reservation fee can be included in the first month's rent.

6. Principles of reimbursement

- 6.1. Damages can be compensated in the cases and to the extent specified in the certificate.
- 6.2. The aim of compensation is to put the Landlord's in a situation as close as possible to the one they would have been in if the damage had not occurred.
- 6.3. Payment of the compensation for the protection of the Landlord's property (Tenant's liability) will be paid on the basis of an assignment of claims agreement between the Landlord and Rendin. Upon conclusion of the assignment of claims agreement and the payment of compensation, the obligations of the Tenant towards the Landlord, which arise from the rental agreement are deemed to have been fulfilled and the right of claim is transferred to Rendin.

7. To which cases the protections do not extend (general exclusions)

- 7.1. Cases occurring before the start of the rental period or after the end of the rental period.
- 7.2. Cases caused by force majeure (e.g. war, terrorism, coup d'état, strike).
- 7.3. Claims for loss of earnings and non-material damage.

Explanation: Definitions are explained in section 1 and examples are given in section 4.2.9.

- 7.4. The Landlord's claims for late payment and contractual penalties, with the exception of the Landlord's liability towards third parties.

Explanation: The Landlord is entitled to charge interest on arrears and claim a penalty for a breach of non-monetary obligations under the rental agreement but these are not covered by insurance. However, for example, in a situation where a housing association has charged late payment interest on unpaid housing association bills, this late payment claim is covered by insurance.

- 7.5. Cases where the victim is a third party (for example a neighbour).

Explanation: For example, Rendin's protections do not apply if a flood damages the finishing of the apartment of the downstairs neighbours and the neighbours' property.

- 7.6. If incorrect information has been deliberately provided during the claims handling and admissibility process or the case does not meet Rendin's conditions.
- 7.7. If the person who has made the claim has misled or attempted to mislead Rendin as to the circumstances or the amount of the damages or has otherwise attempted to deceive Rendin as to the circumstances of the rental agreement or its performance.

Explanation: Insurance fraud and other frauds are criminal offences that Rendin is obliged to report immediately. Therefore, truthful claims and facts must always be presented.

- 7.8. Property protection does not include anything that is not the residential property or an integral part thereof (for example parking spaces, storage spaces, sheds, garages, gardens, gates, landscaping).

Explanation: Rendin's protection only applies to the maintenance and furnishing of the dwelling.

- 7.9. The protections do not apply if the residential property is used for commercial purposes, sublet or used to accommodate persons who are not of the same household as the Tenant.

8. Double insurances (e.g. Rendin vs home insurance) and possible claims

- 8.1. If the Landlord or Tenant can also demand compensation under a contract with another insurer (for example home insurance), the other insurer should be contacted first.

Explanation: If the Landlord or Tenant has taken out another insurance policy, such as home insurance, the claim must first be submitted to the other insurer. If the other insurer indemnifies claims only in part, the party may apply to Rendin for reimbursement of the claims not indemnified, provided that there is a basis for indemnification under these conditions.

- 8.2. In the event that the Tenant or Landlord who is entitled to claim damages under another insurance policy does not do it, but tries to initiate proceedings at Rendin, then Rendin has the right to suspend its proceedings until a decision is received from the other insurance policy.
- 8.3. Damages that have been or are to be compensated under another insurance policy are not covered.
- 8.4. Reimbursement of the deductible paid by the Landlord to another insurer will be made in accordance with clause 4.2.8.

9. What is the transfer of a right of claim

- 9.1. The indemnification of a claim recognised in the context of a loss event (to the extent of the Tenant's liability) is subject to the condition that Rendin and the Landlord enter into an assignment of claims agreement, according to which the Landlord's right of claim against the Tenant under the rental agreement is transferred to Rendin. With the

transfer of the right of claim, the Landlord's right to claim compensation from the Tenant in respect for the assigned claim or to assign claims to a third party ends

Explanation: In summary, for the Landlord, the transfer of the right of claim means that the Tenant's contractual obligation towards the Landlord is deemed to have been fulfilled by the signing of the contract and the payment of the compensation by Rendin.

10. When do claims under a rental agreement expire

10.1. The limitation period for claims arising from a rental agreement is three years. The limitation period starts from the end of the calendar year in which the claim becomes enforceable.

10.2. The limitation period for claims for compensation of alteration or deterioration of the residential property and for compensation of expenses incurred by the Tenant or claims for the withdrawal of the alteration is six months.

Explanation: Alteration or deterioration of the residential property means that the Tenant has physically damaged the Landlord's dwelling or any property therein.

10.3. The limitation period for a Landlord's claim for compensation starts from the time when possession of the residential property has been returned. The limitation period for a Tenant's claims starts from the end of the rental agreement.

Explanation: Limitation periods are statutory, and a limitation period means that the debtor has the right to refuse to perform their obligation if the limitation period has expired.

10.4. Expired claims are not covered by Rendin.

Explanation: In the event that the Landlord has not submitted its claims to the Tenant in due time and has thereby allowed the claims to become expired, Rendin has the right to refuse to reimburse the expired claims.

11. Duration of Rendin's services

11.1. Rendin's services will become valid when a rental agreement is signed. The protection will take effect if the conditions set out in point 5.1 are fulfilled. Rendin's service and the protection remains valid until the date of termination of the rental agreement, except in the cases of termination of protection referred to in points 12 or 18.

12. How are service fees set and paid? What are the consequences of late payment

12.1. The basis for the calculation and the amounts of Rendin fees are set out in the price list on Rendin's website.

12.2. The amount of the monthly fee is specified in the rental agreement and the certificate. The service charge is calculated on the basis of the rent payment stated in the rental agreement. If the size of the rent payment changes, the service fee will also change proportionally.

Explanation: The service fee includes the insurance premium and the cost of Rendin's services. If the rent increases or decreases, the service fee will change accordingly.

12.3. Payment of the service fee is made on the basis of an invoice issued by Rendin.

12.4. The fee is due on the 15th of each month, unless otherwise stated in the invoice.

12.5. Non-receipt of an invoice does not exempt the obliged person from paying the fee on time.

Explanation: The client will find the payment details and the amount of the service fee in point 4 of the rental agreement

12.6. The Landlord and the Tenant, by agreement, stipulate in the rental agreement which of them is liable to pay the monthly Rendin service payments. 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.

12.7. Possible consequences if the Tenant is late in paying the Rendin's fees:

12.7.1. The cover for the Landlord is not interrupted in the event of a default by the Tenant.

12.7.2. If the parties have agreed that the Tenant pays Rendin's service fees, but the Tenant is late in paying Rendin's service fees or a significant part thereof for two consecutive payment dates, Rendin has the right to claim a deposit from the Tenant of up to three months' rent.

Explanation: Rendin will send at least two warnings to the Tenant, setting at least two weeks' additional time for payment and a warning that in the case of an unpaid fee, Rendin's service and protection to the Tenant will be interrupted. If the Tenant does not fulfil their obligation of paying Rendin's service fees despite the additional term, Rendin's services and protection for the Tenant are terminated and Rendin may claim a deposit from the Tenant of up to three months' rent.

12.7.3. Rendin must keep the deposit paid by the Tenant in a credit institution, separately from their own assets, with at least the average local interest rate. Interest belongs to the Tenant and is returned to them with the deposit.

12.7.4. Upon delivery of the residential property, Rendin returns the deposit to the Tenant together with the accrued interest. If, at the time of the handover of the residential property, the Tenant has outstanding invoices to the Landlord or to Rendin and/or the Landlord has a legitimate interest in claiming damages from the Tenant, Rendin deducts these costs from the deposit.

12.7.5. In the event that the Tenant fails to fulfil their obligation to pay the deposit, Rendin may initiate the collection of the deposit from the Tenant. The cost of collecting the deposit is borne by the Tenant.

12.8. Possible consequences if the Landlord is late in paying Rendin's service fees:

- 12.8.1. If the parties have agreed that the service fees are to be borne by the Landlord and the Landlord is late in paying the service fees on two consecutive due dates, despite at least two reminders from Rendin, the Landlord has not fulfilled their obligation, the services provided to the Landlord and the protections arising therefrom are deemed to be terminated.

Explanation: Rendin will send at least two warnings to the Landlord setting at least an additional period of two weeks for payment and a warning that otherwise Rendin's services and protection for both the Tenant and the Landlord will be interrupted. If the Landlord fails to fulfil their obligations to pay Rendin's service fees despite the additional term, Rendin is released from its obligation.

- 12.8.2. Any delay in the Landlord's payment does not oblige the Tenant to pay a deposit to the Landlord.

- 12.8.3. Rendin informs the parties of the interruption to their services and protection and of the reasons for this.

- 12.9. In the event of late payment, an additional deadline will be set in accordance with the Rendin price list (see <https://rendin.ee/legal>).

13. Billing

- 13.1. A monthly invoice will be sent by e-mail to the party specified in the contract to pay for the service. The invoice will state the amount due, the due date, Rendin's current account number and a unique reference number, which must be entered in the appropriate field of the payment order when paying the invoice.

Explanation: It is important to remember that the party designated in the rental agreement is liable to pay the invoice, regardless of whether they have received it. We recommend that you sign a standing order contract through your bank to pay your bills.

- 13.2. If the rental agreement does not start on the 1st of the month, a partial invoice for the first month will be calculated proportionally to the duration of the rental agreement in days. The invoice will be sent at the beginning of each calendar month for the following calendar month, and the person responsible for the payment will have from the moment they receive the invoice until the 15th of the same calendar month to pay it.

- 13.3. If the paid fee is less than the full amount, the reference of the payment is unclear and Rendin is unable to identify from the available information for what the payment has been received, Rendin will consider the service fee invoice unpaid until Rendin is able to identify the service fee payment and/or the full amount of the service fee has been received. If necessary, Rendin will contact the invoice recipient.

Explanation: For example, Rendin can send you a reminder by e-mail, message or phone. The fee payment is considered to have been received only when the full amount has been received.

- 13.4. If more has been paid, Rendin will refund the excess or retain it as an advance payment.

Explanation: The customer can pay a desired amount in advance. Invoices are still forwarded monthly, and each invoice shows the amount prepaid or due at the date of issue.

- 13.5. In the event of an overdue fee payment, Rendin will send a reminder and, in the event of non-payment, a first warning explaining the circumstances of the overdue payment and setting a new payment deadline. In the reminder, Rendin will also describe the details of the further provision of the service and the legal consequences if the payment is not made by the new due date.

Explanation: Rendin will send at least two warnings to the debtor, setting at least two weeks' additional time for payment and warning about what may happen if the fee is not paid.

- 13.6. Rendin is entitled to charge a service fee from the date of commencement of the rental agreement until the termination of the rental agreement in accordance with clause 13.7 of these terms and conditions, unless the fact of termination of the rental agreement is not known to Rendin, in which case Rendin is entitled to charge a service fee until the notice of termination of the rental agreement

Explanation: In the event that the parties do not formalise the termination of the rental agreement on Rendin's platform, or both parties do not otherwise inform Rendin of the termination of the rental relationship in due time, Rendin will not be aware of the fact of the termination of their service and therefore a situation may arise where Rendin will continue to issue service fee invoices despite the fact that the rental agreement is no longer valid.

- 13.7. The service fee is based on calendar months and the invoice is issued for the calendar month. In the event of termination of the contract, the party designated in the contract pays the fee for the services provided by Rendin until the end of the calendar month in which the service was provided. The final invoice will be issued for a full month. In the case of termination of the lease before the 15th of a given month, the client has the right to request a recalculation of the final invoice amount. In the case of termination of the lease on the 15th or a later date, the monthly invoice principle is applied to the payment of the service fee, and the prepayment of the service fee will not be refunded.

14. How Rendin establishes the identity of the parties and their right of representation

- 14.1. The principles of processing personal data are set out in the privacy policy of Rendin OÜ, which is available at <https://rendin.ee/legal>.

- 14.2. Before issuing the certificate, Rendin will verify the identity of the parties, requesting additional documents to verify personal data and ownership of the dwelling, if necessary.

- 14.3. If Rendin has doubts about the veracity of the data and documents submitted, Rendin has the right to refuse to issue the certificate.

Explanation: For example, if a mother wants to sign a rental agreement in her own name, but in reality it is her daughter who will be living in the apartment and who did not undergo a payment history check by Rendin, and Rendin becomes aware of this fact, Rendin can refuse to provide their service.

- 14.4. If the Landlord and/or the Tenant act through representative , a digitally signed or notarised power of attorney must be submitted to Rendin.

15. What information and notifications Rendin sends to the parties

- 15.1. Rendin provides the parties with notifications related to the provision of its service , such as requests, responses to a party's requests, specifications, invoices and other relevant information.
- 15.2. Rendin sends notifications and information to the last provided contact details.
- 15.3. In the event that the customer has consented to receive information with marketing content, Rendin will provide information on products and services that may be interesting to the customer during and at the end of the service. The customer has the right and the possibility to opt out of receiving such information at any time by informing Rendin of their wish on the Rendin website or by sending an e-mail to info@rendin.co

16. What information does Rendin expects to get from the parties

- 16.1. The parties are obliged to inform Rendin of all known important circumstances that may affect the provision of Rendin's services and the conclusion or performance of the rental agreement

Explanation: Important information is primarily the information that Rendin asks the parties when concluding the rental agreement.

- 16.2. The parties are obliged to immediately inform Rendin of the following circumstances:
 - 16.2.1. The risk of a loss event

Explanation: For example, if the Tenant has not remedied their late payment despite an additional deadline (warning), the Landlord must inform Rendin as there is reason to believe that a claim may arise.

- 16.2.2. The occurrence of a claim;
- 16.2.3. The risk of increased damage;
- 16.2.4. Changes in the important circumstances set out in the rental agreement ;
- 16.2.5. The expiry of the rental agreement ;
- 16.2.6. The transfer of the property (for example, the sale of a residential property);
- 16.2.7. Other relevant circumstances.

17. What are Rendin's rights if the customer has failed to comply with their notification obligation

- 17.1. If the Landlord or the Tenant did not inform Rendin of a important circumstance that may have an impact on the provision of the service, or if the Landlord or the Tenant deliberately avoided becoming aware of a important circumstance or provided incorrect information about a important circumstance, Rendin may withdraw from the provision of the service or adjust the level of the protections offered.

Explanation: The circumstance that Rendin has expressly requested information on in a form that can be reproduced in writing is assumed to be important. However, information which is not explicitly requested by Rendin, but which would obviously have an impact on the conclusion of the rental agreement , such as information that the Tenant has filed a petition for bankruptcy of a private individual to the court, may also be relevant.

18. How to stop using Rendin's services or in which cases the protection is interrupted

- 18.1. Rendin's services and protection will be valid for the entire duration of the rental agreement until its expiry. Retrospective claims arising during the rental period may also be brought up by the parties after the end of the rental agreement.

Explanation: The termination of the rental agreement must be formalised in Rendin's online environment. Please note! Return of possession of the residential property does not always correlate to the termination of the rental agreement, so, if necessary, the parties must fix the date of return of the residential property and the date of termination of the rental agreement separately (for example, the date of return of the residential property must be fixed in the final hand-over act and the date of termination of the rental agreement in the relevant annex).

- 18.2. The Tenant may withdraw from the service by giving at least one month's notice in writing, subject to the following conditions:
 - 18.2.1. If the Tenant wishes to terminate the service and the certificate of the Landlord during the term of the rental agreement , the Tenant must, immediately after informing the Landlord and Rendin, pay a deposit equal to three months' rent to the Landlord's bank account, with the reference "Deposit for rental agreement". On the day the deposit is transferred, the Rendin service and certificate will be interrupted.
- 18.3. If the parties have agreed that Rendin's service fees are to be paid by the Landlord and the Landlord is in arrears with payments, Rendin may terminate the provision of the service and the validity of the certificate in accordance with the procedure set out in clause 12.8 of the terms.

- 18.4. Rendin has the right to withdraw from the provision of the service and terminate the certificate in accordance with clause 17.1 of these terms.

19. Personal data processing

- 19.1. Personal data are any information relating to an identified or identifiable natural person.
- 19.2. The processing of personal data is any operation performed on personal data, including the collection, organisation, storage, modification, etc. of personal data.
- 19.3. The processing of data is subject to the provisions of the General Data Protection Regulation. More detailed principles on the processing of personal data are set out in the privacy policy of Rendin OÜ, available at <https://rendin.ee/legal>.

20. Foreign language documents

- 20.1. The main language of communication and use is the language of the country in which Rendin's services are provided and in which the rental object is located.

Explanation: In Estonia the main language of communication is Estonian, in Poland Polish, etc. The main language of communication is the language of official communication, i.e. the transmission of information, disputes, legal proceedings and other communication. Information, marketing activities, explanatory material and similar can also be provided in other languages. In the event of a discrepancy in the information provided in other languages, the wording in the main language of communication will prevail.

- 20.2. According to the agreement of the parties, Rendin issues certificates in Estonian, Russian or English.

21. Resolving disputes

- 21.1. Complaints about Rendin's activities can be submitted directly to Rendin using the official contact details (e-mail, telephone, Rendin Facebook, Rendin website).
- 21.1.1. Rendin will respond to the complaint as soon as possible but no later than within five working days. In the event that the complaint procedure takes longer, Rendin will explain the reason for the delay and set a new deadline for reply.
- 21.2. With regard to the Rendin platform or service (i.e. if the customer considers that the concerns have not been adequately or sufficiently addressed), it is possible to refer the matter to the Consumer Protection and Technical Regulation Authority.
- 21.3. Disputes and disagreements between the parties arising from the service which cannot be settled by negotiation are settled by the courts of first instance of the country and city in which the legal address of Rendin is registered.

Explanation: For example, the legal address of Rendin OÜ is Peterburi tee 2f, 11415 Tallinn, which means that disputes in Estonia must be settled by the Tallinn Court of First Instance.