

TERMS AND CONDITIONS OF USE AND OF SERVICE

Erasmus Student Housing (ESH)

Version: 04/06/2026 – Effective date: 19/06/2026

Art. 1. Identity of the Operator and scope of application

The digital platform “Erasmus Student Housing”, accessible via the domain eshousing.com (hereinafter the “Platform”), is operated by Erasmus Student Housing S.r.l.s., VAT/Tax Code 02543470500, with registered office at Via Filippo Corridoni 26, 56025 Pontedera (PI), Italy, REA PI-267415, certified email (PEC) erasmusstudenthousingsrls@pec.it (hereinafter “ESH” or the “Operator”).

These Terms and Conditions of Use and of Service (the “T&C”) govern access to and use of the Platform and of the digital services provided by ESH (the “Services”).

EU/EEA scope: the Platform is addressed to Users subject to the rules of the European Economic Area (EEA). The mandatory consumer-protection rules laid down by Union law and by the law of the User’s Member State of residence apply, where applicable.

Art. 2. Related documents and order of precedence

The following form an integral part of the T&C, by reference:

- a) Privacy Policy;
- b) Cookie Policy;
- c) any operational policies (e.g. cancellations, disputes, content standards, payment rules) published on the Platform;
- d) any specific contracts/conditions (e.g. “Student Contract”, “Host Contract”) if proposed for separate acceptance.

In the event of conflict:

what is shown at checkout or in the Booking confirmation flow with reference to the specific transaction (prices, fees, refunds) prevails, in compliance with the applicable mandatory rules in force.

For every other aspect, the document that is more specific to the actual case prevails.

Art. 3. Definitions

For the purposes of these T&C, the terms indicated below have the following meaning and must be interpreted accordingly:

- a) Account: the User’s personal profile created on the Platform.
- b) Accommodation: room, apartment or other housing solution that is the subject of a Listing.
- c) Listing: the advertisement published by the Host concerning an Accommodation (description, photos, price, rules, availability).
- d) Earnest Deposit (Caparra Confirmatoria): the amount paid by the Student through the Platform as security for the commitment undertaken with the Booking, intended for the Host. Once credited to the Host’s Connected Account as electronic money issued by Stripe Technology Europe, Limited, the Earnest Deposit is subject to a block on its transfer to the Host’s external bank account configured by ESH as a Stripe Connect platform, with release conditional upon the occurrence of the conditions set out in the Cancellation Policy applicable to the Listing pursuant to Art. 14.6. ESH does not acquire ownership/availability of the Earnest Deposit: it instructs Stripe Technology

Europe, Limited as to when to release the transfer to the Host or arrange the refund to the Student according to the tiers set out in Art. 14.6.

- e) Connected Account: the individual account opened by each Host on the payment platform of Stripe Technology Europe, Limited within the Stripe Connect service, through which the Host receives, in the form of electronic money, the funds intended for it under these T&C. The Connected Account is created during the registration procedure managed directly by Stripe Technology Europe, Limited pursuant to Art. 7 of these T&C. The funds credited to the Connected Account constitute electronic money issued by Stripe Technology Europe, Limited pursuant to Art. 1, para. 1, lett. h-ter), Legislative Decree 385/1993 (Italian Banking Act, TUB), as introduced by Legislative Decree 45/2012: they are not bank deposits and are not covered by the guarantee of the Interbank Deposit Protection Fund.
- f) Electronic Money: the monetary value stored electronically, represented by a claim against the issuer, issued upon receipt of funds of equal value in order to carry out payment transactions, pursuant to Art. 1, para. 1, lett. h-ter), Legislative Decree 385/1993 (TUB). In the context of these T&C, the Electronic Money is issued by Stripe Technology Europe, Limited, an electronic money institution authorised by the Central Bank of Ireland (authorisation number: C187865), and credited to the Host's Connected Account in substitution of the funds received from the Student at the time of payment. Electronic Money is not a sum deposited with a bank: it is a claim of the Host against Stripe Technology Europe, Limited, redeemable at par by means of a Payout to the Host's external bank account, within the timeframes and under the conditions set out in these T&C.
- g) Payout: the transfer of the Electronic Money credited to the Host's Connected Account to the external bank account indicated by the Host during the registration procedure, executed by Stripe Technology Europe, Limited upon instruction of ESH when the conditions set out in these T&C occur. The Payout converts the Electronic Money into funds available in the Host's bank account. ESH controls the timing of the Payout within the Stripe Connect service but neither holds nor disposes of the funds in the Connected Account.
- h) Check-in / Check-out: date and time of the beginning/end of the stay in the Accommodation.
- i) Service Fee / ESH Service Fee: the consideration due to ESH for the Services provided (by way of example: booking management, support and digital infrastructure), as indicated prior to payment and governed in detail in Art. 10. The conditions for refundability of the ESH Fee in the event of cancellation are governed by Art. 14.9.
- j) Dispute: formal report of a material problem relating to the Booking (e.g. unavailability of the Accommodation, impossibility of access, material non-conformity) that may give rise to an investigation and to the maintenance of the block on the transfer of the sums in the Host's Connected Account pursuant to Arts. 13.3 and 16.
- k) Host: User who publishes Listings and makes Accommodation available.
- l) Professional Host: Host acting in the exercise of an entrepreneurial, commercial, craft or professional activity.
- m) Partner: third parties (agencies, associations, universities, platforms) that cooperate with ESH in the promotion and management of Listings/contacts, as indicated in the T&C and in the Privacy Policy.
- n) Booking Period: the period of stay agreed between Student and Host.
- o) Platform: ESH's digital infrastructure (website, any apps, messaging systems, booking management, payments and support).

- p) First Month's Rent: amount equal to the rent for the first month (where required at checkout).
- q) Total Price: the overall amount due for the transaction, composed at least of First Month's Rent + ESH Fee + any taxes/ancillary costs indicated prior to payment. Where applicable, the Total Price also includes the Earnest Deposit paid through the Platform and intended for the Host; that amount is credited to the Host's Connected Account as Electronic Money and is subject to a transfer block managed by ESH through the Stripe Connect service according to the tiers of Art. 14.6; ESH does not acquire ownership/availability over that amount.
- r) Payment Provider / PSP: third-party provider that processes payments and transfers (e.g. Stripe) according to its own terms and policies.
- s) Booking: the procedure that is perfected only after acceptance by the Host and payment (or payment authorisation) by the Student through the Platform, and which entails a binding agreement between Student and Host for the Booking Period.
- t) Booking Request: request sent by the Student in relation to a Listing/Accommodation and Booking Period.
- u) ESH Verification / Verified Accommodation: a set of checks carried out by ESH, including through Partners or digital tools, which may include (by way of example) documentary verification, consistency checks between the Listing and available information, an interview with the Host, the collection of photo/video materials and, where possible, an on-site visit or remote tour. ESH Verification aims to reduce the risk of fraud and material non-conformity, without constituting a technical certification or appraisal.
- v) Protected Payment / Guaranteed Payment: a payment management arrangement whereby the sums due for the transaction are credited to the Host's Connected Account as Electronic Money issued by Stripe Technology Europe, Limited, with a block on the transfer to the Host's external bank account, and with the Payout ordered upon the occurrence of the conditions set out in Art. 13; in the event of a Dispute, the transfer block may be maintained by ESH through Stripe Technology Europe, Limited until the matter is resolved. The Protected/Guaranteed Payment is not a banking/insurance guarantee and operates within the limits governed and described in these T&C.
- z) Confirmed Booking: the Booking is deemed confirmed at the time the Student perfects payment of the sums due, as detailed in the checkout screen prior to payment. Following the Host's acceptance of the Booking Request, ESH promptly notifies the Student; from receipt of the notification, the Student has 24 hours to make payment through the payment service provided by Stripe Technology Europe, Limited. Upon expiry of that period without payment, the Booking Request lapses. The moment payment is perfected constitutes the dies a quo from which all the periods provided for in these T&C in relation to the Confirmed Booking run, including those referred to in Arts. 14.3, 14.6 and 15.

Art. 4. Nature of the Services and role of ESH

ESH provides digital intermediation and booking-management Services: search/matching, communication tools, request management, payment and Payout management through the PSP, assistance and dispute management according to policy. ESH is not a party to the contractual relationship between Student and Host, whether it is a lease, hospitality or other form of housing arrangement, and does not assume the role of landlord, owner or manager of the Accommodation. To the extent that sums are paid by the Student in connection with the Booking, ESH instructs Stripe Technology Europe, Limited as to when to execute the Payout or arrange the refund of the sums in the Hosts' Connected Accounts, in accordance with the conditions of these T&C and within the Stripe Connect service. ESH never at any

time acquires ownership/availability of such sums. That function does not configure ESH as a party to the housing relationship nor as a party liable for the obligations arising from that relationship.

The substantive relationship relating to the Accommodation is concluded exclusively between Student and Host.

ESH may carry out ESH Verification on Listings/Accommodation (as defined in Art. 3), including through Partners or digital tools. ESH Verification has an organisational and safety purpose (reduction of the risk of fraud and material non-conformity) and does not constitute a technical certification, appraisal, nor an absolute guarantee of conformity of the Accommodation.

The Host's liability for the accuracy of the Listing and the conformity of the Accommodation remains unaffected. In the event of material non-conformity or unavailability, the Dispute rules of Art. 16 and the payment management of Art. 13 apply.

Art. 5. Access requirements, registration and Account responsibility

The Services are reserved for Users of legal age (18+). The User warrants that the data provided are true, complete and up to date.

The User is responsible for safeguarding its credentials and for any activity carried out through the Account. It is prohibited to transfer the Account or allow its use by third parties.

Art. 6. Rules of conduct and prohibitions

It is prohibited to:

- a) use the Platform for unlawful purposes or in violation of third-party rights;
- b) publish false, misleading, discriminatory, defamatory or otherwise unlawful content;
- c) circumvent security measures, carry out unauthorised scraping, introduce malware;
- d) commit fraud, abusive chargebacks or instrumental disputes;
- e) circumvent the Platform's flows in order to evade the Fees due (see Art. 12).

ESH may adopt proportionate measures (content removal, function limitation, Account suspension/closure) in the event of violations or fraud/security risks.

Art. 7. Host obligations (Listings and Accommodation)

The Host warrants:

- a) that it has title and standing to offer the Accommodation;
- b) that the Accommodation complies with applicable rules (safety, habitability, any obligations and compliance with local urban-planning regulations);
- c) that the Listing is complete, truthful and up to date (prices, amenities, rules, ancillary costs);
- d) availability of the Accommodation for the confirmed Booking Period and proper management of check-in.

The Host undertakes to treat the Student in a non-discriminatory manner and in compliance with applicable rules. If the Host is a Professional Host, it remains liable for the information and contractual obligations towards the consumer provided for by applicable EU and national law.

The Host is obliged to configure the Cancellation Policy (Strict Policy or Flexible Policy) for each Listing published on the Platform, as provided for in Art. 14.2. In the absence of express configuration, the Strict Policy applies automatically. The Host must keep the

Cancellation Policy indicated for each Listing up to date and may not modify it for Bookings already confirmed.

By accepting these T&C, the Host authorises ESH to transmit to Stripe Technology Europe, Limited the following personal information, necessary for the activation and management of the Connected Account and for the provision of the payment service: first and last name, email address, nationality, telephone number, residential address, city of residence and postal code. ESH guarantees the truthfulness of the information transmitted to Stripe Technology Europe, Limited within the limits of the information provided by the Host upon registration on the Platform, and disclaims any liability for inaccuracies attributable to incorrect or incomplete data provided by the Host itself.

The processing of such data by Stripe Technology Europe, Limited takes place in accordance with the conditions of the Connected Account Agreement and Stripe's privacy policy, accessible on Stripe's official website.

In order to receive Payouts relating to its Bookings, the Host is required to complete the Connected Account registration procedure managed directly by Stripe Technology Europe, Limited (Stripe-Hosted Onboarding). That procedure includes verification of the Host's identity and of the destination bank account for the Payout, carried out autonomously by Stripe Technology Europe, Limited in its capacity as an authorised electronic money institution subject to customer due diligence obligations under applicable anti-money-laundering legislation. Completion of the registration procedure and the related approval by Stripe Technology Europe, Limited are necessary conditions for the activation of the Payout. Until the procedure is completed, the funds credited to the Connected Account remain blocked therein and are not transferred to the Host's external bank account. ESH is not responsible for the approval timing of the registration procedure by Stripe Technology Europe, Limited.

During the Connected Account registration procedure, the Host accepts directly with Stripe Technology Europe, Limited the contract called the Connected Account Agreement, which governs the terms and conditions of use of the Connected Account and of the payment services provided by Stripe Technology Europe, Limited. That contract is accessible on Stripe's official website at the time of registration. The Host is required to read its content before acceptance. The contractual relationship relating to the Connected Account is directly between the Host and Stripe Technology Europe, Limited; ESH is not a party to that agreement.

By accepting these T&C and configuring the Cancellation Policy for each Listing published on the Platform, the Host accepts that both the First Month's Rent and the Earnest Deposit paid by the Student are subject to a block on transfer from the Connected Account to the external bank account, configured by ESH within the Stripe Connect service, with release conditional upon the occurrence of the conditions set out in the applicable Cancellation Policy pursuant to Art. 14.6. The transfer block does not configure any availability of the funds to ESH: ESH instructs Stripe Technology Europe, Limited as to when to execute the Payout or arrange the refund according to the tiers of Art. 14.6.

The Host is required to indemnify and hold ESH harmless from any loss, damage, penalty or cost — including losses arising from disputed transactions, reversals, forced refunds and penalties applied by Stripe Technology Europe, Limited or by payment networks — caused by the Host's conduct, by non-compliant use of Stripe's services, by inaccurate or incomplete information provided during the registration procedure, or by breach of the conditions of the Connected Account Agreement. The indemnity obligation operates regardless of any activation of Stripe's risk-management service and is in addition to any other contractual or legal remedy available to ESH.

Art. 8. Student obligations

The Student undertakes to provide correct data, to comply with the rules of the Accommodation and of cohabitation, to use the Accommodation diligently and not to carry out unlawful activities. Subletting or transfer to third parties without the Host's authorisation and/or in violation of law/Listing rules is prohibited.

Art. 9. Booking procedure

The Student sends a Booking Request to the Host through the Platform.

Following acceptance by the Host, ESH promptly notifies the Student. From receipt of the notification, the Student has 24 hours to pay the Total Price through the payment service made available via Stripe Technology Europe, Limited. Upon fruitless expiry of that period, the Booking Request lapses.

The Booking is deemed Confirmed at the time the Student perfects payment, in accordance with the definition of Confirmed Booking set out in Art. 3.

Where applicable, any verifications required by the Platform (e.g. anti-fraud/KYC) constitute a further condition to perfection; in that case the Booking is deemed Confirmed upon the positive completion of such verifications.

In the absence of acceptance by the Host, of payment within the 24-hour period, or of a positive outcome of any required verifications, the Booking is not confirmed.

Art. 10. Prices, Fees and pre-contractual transparency

Before confirmation, the Platform displays the Total Price, with a breakdown of the components (Earnest Deposit where present, First Month's Rent, ESH Fee, VAT on the Fee, any other costs/charges where applicable). The Earnest Deposit shown in the Total Price is a sum intended for the Host; the conditions for the transfer block and for release for refund or Payout are governed by Art. 14.6 of these T&C.

Unless otherwise indicated at checkout, the Student is required to pay (i) the Earnest Deposit, intended for the Host and subject to a transfer block managed by ESH through Stripe Connect according to the tiers of Art. 14.6, and (ii) the First Month's Rent, where provided, credited to the Host's Connected Account with a transfer block configured by ESH pursuant to Art. 13.

In addition, the Student is required to pay an ESH Fee as consideration for the digital Services provided by ESH (by way of example: booking management, Platform infrastructure, support and assistance).

Unless otherwise indicated at checkout, the ESH Fee is equal to 60% of the First Month's Rent + VAT (22%) applied to the Fee alone, up to a maximum overall amount of EUR 350.00 (three hundred and fifty/00), VAT included (Fee Cap). The total Fee due from the Student is equal to the lesser of (i) 60% First Month's Rent + VAT and (ii) EUR 350 VAT included.

Before payment, the Platform shows clearly and separately: (a) the amounts due to the Host (Earnest Deposit and/or First Month's Rent), (b) the ESH Fee and the related VAT, (c) any other costs/charges. The ESH Fee does not constitute rent and is not credited in favour of the Host. The ESH Fee is non-refundable, save in the cases expressly provided for by Art. 14.9 of these T&C. Before payment, the Platform shows clearly and separately whether and to what extent the ESH Fee is refundable for the specific Booking.

Art. 11. Protected Payment Service and payment infrastructure

11.1. Payments made through the Platform are processed by Stripe Technology Europe, Limited, an electronic money institution authorised by the Central Bank of Ireland under authorisation number C187865 and operating in Italy under the European passport regime pursuant to Directive 2015/2366/EU (PSD2). Stripe Technology Europe, Limited is not a bank and does not offer deposit accounts; the funds it manages are not covered by the guarantee of the Interbank Deposit Protection Fund.

11.2. At the time of payment by the Student, the funds paid are immediately transformed into Electronic Money by Stripe Technology Europe, Limited pursuant to Art. 1, para. 1, lett. h-ter), Legislative Decree 385/1993 (TUB). The various components of the payment are handled as follows:

- a) ESH Fee: withheld by Stripe Technology Europe, Limited as remuneration for ESH's intermediation services and credited to ESH's Stripe account as its own revenue at the time of the transaction;
- b) First Month's Rent: credited to the Host's Connected Account as Electronic Money, with a block on transfer to the Host's external bank account until the occurrence of the Payout conditions set out in Art. 13 and Art. 14;
- c) Earnest Deposit: credited to the Host's Connected Account as Electronic Money, with a block on transfer to the Host's external bank account until the occurrence of the conditions set out in the applicable Cancellation Policy pursuant to Art. 14.6.

11.3. ESH never at any time acquires ownership/availability of the First Month's Rent or of the Earnest Deposit. ESH instructs Stripe Technology Europe, Limited as to when to execute the Payout or arrange the refund according to the conditions of these T&C, within the Stripe Connect service of which it is the platform. The Electronic Money in the Hosts' Connected Accounts is protected by Stripe Technology Europe, Limited in accordance with the fund-safeguarding rules provided for by the legislation applicable to electronic money institutions.

11.4. The User accepts, upon use of the Platform, the terms and conditions of Stripe Technology Europe, Limited applicable to the payment, accessible on Stripe's official website. ESH is not responsible for any malfunctions, delays or interruptions of the services of Stripe Technology Europe, Limited.

11.5. Stripe Technology Europe, Limited may establish a guarantee reserve on the funds managed within the Stripe Connect service, temporarily withholding sums to cover potential losses from disputed transactions. In that case, the funds subject to the guarantee reserve are no longer protected by the safeguarding mechanism provided for Electronic Money. ESH informs the Users concerned where a guarantee reserve affects the timing of the Payout.

11.6. ESH does not store the full data of Users' payment instruments, such as card number and security code. Payment data are processed directly by Stripe Technology Europe, Limited according to its own security standards (including PCI-DSS) and its own privacy notice. ESH may receive and retain transaction identifiers, tokens and data necessary for accounting, fraud prevention, dispute management and legal compliance.

Art. 12. Prohibition of circumvention and relations with Partners

It is prohibited, where the contact/opportunity is generated through ESH or an ESH Partner, to conclude or attempt to conclude "off-platform" agreements aimed at evading Fees or economic conditions due to ESH.

In the event of breach of this article, ESH may adopt proportionate measures pursuant to Art. 6 (e.g. limitation of functionality, suspension or closure of the Account). Where the off-platform agreement is perfected and the Platform generated the contact/opportunity, ESH may request, within the limits permitted by law and as indicated at checkout or in the

applicable contract/policy, payment of the ESH Fee that would have been due for the same transaction, without prejudice to any evidence to the contrary from the User as to the absence of a connection with the ESH Services. The Host authorises ESH to promote Listings also through Partners. Bookings generated through such channels are managed according to ESH rules; any sharing of contacts takes place in accordance with the Privacy Policy.

Art. 13. Withholding of funds, Protected Payment and Payout

13.1. ESH offers a Protected Payment service that is mandatory for all Bookings confirmed through the Platform. Within that service, the funds paid by the Student — with the exception of the ESH Fee withheld at the time of the transaction pursuant to Art. 11.2, lett. a) — are credited to the Host's Connected Account as Electronic Money issued by Stripe Technology Europe, Limited, with a block on transfer to the Host's external bank account configured by ESH according to the conditions of these T&C.

13.2. Save for Disputes and save for the technical timing of Stripe Technology Europe, Limited, ESH instructs Stripe Technology Europe, Limited to execute the Payout of the First Month's Rent to the Host within 24 hours of the check-in time indicated in the Booking; in the absence of an indicated time, the period runs from 3:00 p.m. (local time of the Accommodation) on the check-in day. The Payout of the Earnest Deposit takes place according to the tiers provided for in Art. 14.6 depending on the Cancellation Policy applicable to the Listing.

13.3. In the event of a Dispute initiated pursuant to Art. 16, ESH may instruct Stripe Technology Europe, Limited to suspend the Payout of the First Month's Rent and of the Earnest Deposit until the matter is resolved or until ESH has sufficient elements to decide according to the applicable policies. ESH does not have ownership/availability of such sums: the block and release of the transfer take place through instructions to Stripe Technology Europe, Limited within the Stripe Connect service.

13.4. The transfer block configured by ESH on Stripe Technology Europe, Limited has a maximum duration determined by the conditions of the Stripe Connect service. For Bookings of ESH's standard duration, that limit does not constitute an operational obstacle. In the exceptional case where a Booking extends beyond that limit, ESH promptly informs the Host and takes the necessary measures to ensure the correct Payout.

13.5. The final timing of the crediting of the Payout to the Host's external bank account depends on the technical timing of Stripe Technology Europe, Limited and on the Host's banking institution. ESH is not responsible for delays attributable to such parties.

Art. 14. Cancellations, refunds and Cancellation Policy

14.1. Structure of the policy. These rules govern cancellations by the Student according to the Cancellation Policy applicable to the Booking (points 14.2–14.9), cancellations by the Host (points 14.10–14.13), the post check-in non-conformity window (point 14.14) and force majeure (point 14.15). The mandatory consumer-protection rules referred to in Art. 15 prevail in any event.

14.2. Cancellation policies configurable by the Host. Each Host configures, for each Listing published on the Platform, the Cancellation Policy applicable to the Bookings relating to that Listing, choosing between the following two options:

- a) **Strict Policy:** allows the Student to receive a full refund of the sums paid within 24 hours of confirmation of the Booking. After that period, a refund is granted only in the presence of Just Cause as set out in point 14.8, or upon the Host's written consent communicated through the Platform.

- b) Flexible Policy: allows the Student to cancel with a right to a refund according to the time tiers indicated in point 14.6.

The Cancellation Policy applicable to each Booking is indicated in the Listing and shown to the Student clearly and separately before payment. In the absence of express configuration by the Host, the Strict Policy applies as the default policy.

14.3. Rule common to both Policies — 24-hour window from confirmation. Regardless of the applicable Cancellation Policy, the Student may cancel the Booking within 24 hours of confirmation, receiving a full refund of all sums paid, including the ESH Fee. The refund of the ESH Fee operates against ESH's Stripe account, upon ESH's own instruction to Stripe Technology Europe, Limited. Cancellation must be carried out through the Platform's channels.

14.4. Strict Policy — cancellation after the 24 hours from confirmation. After the period referred to in point 14.3, where the Strict Policy applies, ESH does not instruct Stripe Technology Europe, Limited to release the Payout and the First Month's Rent credited to the Host's Connected Account remains blocked without being refunded to the Student, except:

- a) the Host's written consent communicated through the Platform; or
- b) the existence of Just Cause pursuant to point 14.8, documented and communicated to ESH within the periods set out therein.

The ESH Fee is non-refundable, save the exceptions referred to in point 14.9.

14.5. Strict Policy — effects of the Host's consent to the refund. Where the Host consents to the refund pursuant to point 14.4, lett. a), ESH instructs Stripe Technology Europe, Limited to refund to the Student the First Month's Rent, net of the ESH Fee already accrued, within 14 days of receipt of the Host's consent through the Platform. Where the Host also consents to the refund of the Earnest Deposit, ESH also instructs Stripe Technology Europe, Limited to release the Payout of the Deposit to the Student, within the limits of the tiers applicable pursuant to Art. 14.6.

14.6. Flexible Policy — refund and Payout tiers. Where the Flexible Policy applies, the Student is entitled to a refund and the Host accrues the right to a Payout according to the following tiers, calculated with respect to the check-in date and time indicated in the Booking:

- a) within 24 hours of confirmation of the Booking: ESH instructs Stripe Technology Europe, Limited to refund to the Student in full all sums paid, including First Month's Rent, Earnest Deposit and ESH Fee. Point 14.3 also applies;
- b) from 24 hours after confirmation until 30 days before check-in: ESH instructs Stripe Technology Europe, Limited to refund to the Student in full the First Month's Rent and the Earnest Deposit credited to the Host's Connected Account. The ESH Fee is non-refundable save the exceptions referred to in point 14.9. The Host has not yet accrued the right to a Payout of either sum;
- c) from 30 to 7 days before check-in: ESH instructs Stripe Technology Europe, Limited to refund to the Student 50% of the First Month's Rent and to transfer the remaining 50% to the Host as compensation for the non-use of the accommodation in the period. ESH also instructs Stripe Technology Europe, Limited to release the Payout of the Earnest Deposit to the Host's external bank account, the Host having, in this tier, accrued the right to receive it in full as a result of the Student's cancellation of the booking. The ESH Fee is non-refundable save the exceptions referred to in point 14.9;
- d) less than 7 days before check-in: ESH instructs Stripe Technology Europe, Limited to transfer the First Month's Rent in full to the Host as compensation for the non-use of the accommodation. ESH also instructs Stripe Technology Europe, Limited to release the Payout of the Earnest Deposit to the Host's external bank account, the Host

having, in this tier, accrued the right to receive it in full. The ESH Fee is non-refundable save the exceptions referred to in point 14.9.

The tiers referred to in this point 14.6 apply exclusively to cancellations occurring before check-in; after the check-in time indicated in the Booking, only the Dispute procedure referred to in point 14.14 and in Art. 16 applies.

14.7. Relationship with the consumer's right of withdrawal. The Cancellation Policies referred to in points 14.4 and 14.6 apply without prejudice to the provisions of Art. 15 concerning the consumer's right of withdrawal in distance contracts. In the event of exercise of the right of withdrawal within the legal period, the provisions of Art. 15 apply in place of these Policies, unless the Student has requested the immediate commencement of performance in the manner provided for therein.

14.8. Just Cause. For the purposes of the application of the Strict Policy referred to in point 14.4, lett. b), Just Cause means any objective, supervening circumstance not attributable to the Student that makes the use of the booked Accommodation impossible or seriously prejudicial. By way of example and not exhaustively, the following constitute Just Cause:

- a) denial of the entry visa for the country where the Accommodation is located, documented by the competent Authority;
- b) serious illness or death of the Student or of a first-degree relative, documented by medical certification or an official act;
- c) natural disasters, epidemics declared by the competent Authorities or governmental travel restrictions that objectively prevent the move;
- d) closure, suspension or cancellation of the academic programme or international mobility programme that gave rise to the booking, documented by the competent academic institution.

Just Cause must be communicated to ESH through the Platform, with the supporting documentation attached, within 48 hours of its occurrence and in any case before check-in. ESH assesses the existence of Just Cause on the basis of the documentation produced and may request additional documentation. In the event of a positive finding, ESH instructs Stripe Technology Europe, Limited to refund to the Student the First Month's Rent and to release the Payout of the Earnest Deposit, within 14 days of the conclusion of the investigation; the actual crediting times depend on Stripe Technology Europe, Limited pursuant to Art. 14.16. The ESH Fee remains non-refundable save the exceptions referred to in point 14.9.

14.9. Refundability of the ESH Fee — exceptions. The ESH Fee is refundable in full, regardless of the applicable Cancellation Policy and of the periods referred to in points 14.4 and 14.6, in the following cases:

- a) cancellation by the Host of a Booking already confirmed;
- b) impossibility of accessing the Accommodation for a cause attributable to the Host;
- c) material non-conformity ascertained according to the procedure referred to in point 14.14;
- d) cancellation of the Booking Request before payment is perfected;
- e) a finding of Just Cause pursuant to point 14.8, at ESH's discretion in relation to the specific nature of the case.

In any event, before payment the Platform shows clearly and separately whether and to what extent the ESH Fee is refundable for the specific Booking.

14.10. Host cancellation — within 15 days of confirmation. The Host may cancel without penalty within 15 days of confirmation, save abusive or repeated conduct. ESH instructs Stripe Technology Europe, Limited to refund to the Student in full all sums paid, including the ESH Fee, within 14 days of cancellation.

14.11. Host cancellation — between 15 days from confirmation and 60 days before check-in. ESH may apply to the Host an administrative penalty of up to 10% of the First Month's Rent to cover management and re-placement costs. ESH also instructs Stripe Technology Europe, Limited to refund to the Student in full all sums paid, including the ESH Fee, within 14 days of cancellation.

14.12. Host cancellation — less than 60 days before check-in. ESH may limit or suspend the Host's Account and adopt the measures referred to in Art. 6. ESH instructs Stripe Technology Europe, Limited to refund to the Student in full all sums paid, including the ESH Fee, within 14 days of cancellation.

14.13. Repeated Host cancellations. Two or more cancellations by the Host within 12 months, outside the cases of force majeure referred to in point 14.15, may lead to the suspension or closure of the Host Account pursuant to Art. 22.

14.14. Post check-in non-conformity window. Within 24 hours of the check-in time indicated in the Booking, the Student may open a Dispute pursuant to Art. 16 where the Accommodation is found to be materially non-conforming to the Listing or not accessible. In such cases ESH may instruct Stripe Technology Europe, Limited to maintain the transfer block and, at the outcome of the procedure referred to in Art. 16, instruct Stripe Technology Europe, Limited to refund to the Student in full all sums paid, including the ESH Fee. After the 24-hour period without the opening of a Dispute, the Payout is ordered pursuant to Art. 13 and the Student must resolve any residual issues directly with the Host or through the Dispute procedure within the periods set out in Art. 16.

14.15. Force majeure. In the presence of documented impediments not attributable to the Parties, ESH assesses on a case-by-case basis the possibility of exemption from penalties and of refunds or credits within the limits of applicable law. The circumstances referred to in point 14.8, lett. c), are automatically deemed relevant for the purposes of this clause. The force majeure referred to in this point differs from the Just Cause referred to in point 14.8 in the following effects: Just Cause operates within the Strict Policy and produces ESH's instruction to Stripe Technology Europe, Limited to refund the First Month's Rent to the Student; force majeure may operate in favour of both Parties and produces exemption from the applicable cancellation penalties, including those borne by the Host referred to in points 14.11 and 14.12, assessed on a case-by-case basis by ESH on the basis of the documentation produced.

14.16. Method and timing of refunds. Refunds due are processed as soon as possible and in any case within 14 days of the accrual of the right to a refund; the final timing depends on the PSP and on the payment method. Refunds are executed by Stripe Technology Europe, Limited upon ESH's instruction. Any bank charges or exchange-rate differences are borne by the User, unless otherwise provided for by mandatory rules.

Art. 15. Consumer's right of withdrawal, contractual relationships and coordination with the Cancellation Policies

15.1. Scope of application. This article governs exclusively the consumer's right of withdrawal in the respective contractual relationships between Student and ESH; and between Host and ESH. For the purposes of this article, "consumer" means a person acting for purposes outside their entrepreneurial, commercial, craft or professional activity, pursuant to Art. 3, para. 1, lett. a), Legislative Decree 206/2005. The contractual relationship between Student and Host concerning the housing contract is governed by Art. 4 and is not subject to the right of withdrawal regulated by this article. The economic consequences of cancellation of the Booking in the relationship between Student and Host are governed by Art. 14, in compliance with the mandatory rules referred to in this article.

15.2. Withdrawal of the consumer Student from the ESH intermediation contract. The Student acting as a consumer has the right to withdraw from the contract concerning the

digital intermediation service with ESH within 14 days of the Confirmed Booking pursuant to Art. 3, without the need to provide any reason and without penalty, save as provided for in points 15.3 and 15.4.

15.3. Immediate commencement of performance at the Student's request. Since ESH's intermediation performance necessarily commences at the time of the Confirmed Booking, the Platform collects at checkout, by means of a separate declaration that is visible with respect to the general conditions and distinct from acceptance of these T&C, the Student's express consent to: (i) request the immediate commencement of performance before the expiry of the 14-day withdrawal period; (ii) be aware that, following immediate commencement, the right of withdrawal is extinguished upon full completion of the performance or, where the performance is not yet completed at the time of withdrawal, that withdrawal is admissible but entails payment of an amount proportionate to the part of the service already provided pursuant to Art. 57, para. 3, Consumer Code. ESH retains the documentation of the consent so collected and makes it available to the Student upon request.

15.4. Extinction of the right of withdrawal for fully performed service. Where ESH's intermediation performance has been fully performed before the exercise of withdrawal and this took place with the express and prior consent of the Student pursuant to point 15.3, the right of withdrawal is extinguished pursuant to Art. 59, lett. a), Consumer Code and no refund of the ESH Fee is due, save the exceptions referred to in Art. 14.9.

15.4-bis. Moment of full completion of the ESH performance. For the purposes of the application of point 15.4 and of Art. 59, lett. a), Legislative Decree 206/2005, ESH's digital intermediation performance is deemed fully performed at the time of execution of the Payout to the Host pursuant to Art. 13.2. Until that moment the performance is not fully performed, since ESH is still providing components of the digital intermediation service expressly provided for by the contractual subject matter referred to in Art. 4 — namely the management of the verification and Dispute window referred to in Art. 14.14 and the control of the Payout release conditions pursuant to Arts. 13 and 14. The Student's right of withdrawal, where not yet extinguished, may be exercised until the time of the Payout in the manner set out in this article.

15.5. Consequences of the absence of consent to immediate commencement. Where the Student has not given the consent referred to in point 15.3, the 14-day right of withdrawal from the Confirmed Booking remains intact. In that case, the exercise of withdrawal within the legal period entails a full refund of the ESH Fee. The economic consequences of cancellation of the Booking vis-à-vis the Host are governed by Art. 14 according to the Cancellation Policy applicable to the Listing.

15.6. Manner of exercising withdrawal. Withdrawal must be communicated to ESH through the digital withdrawal function made available in the Platform interface pursuant to Art. 54-bis Legislative Decree 206/2005, as introduced by Legislative Decree 209/2025, or by means of an unequivocal declaration sent by PEC to the address indicated in Art. 1. The 14-day period is deemed met if the communication is transmitted before its expiry. The digital withdrawal function is active and visible in the Platform interface for the entire period during which withdrawal may be exercised pursuant to this article, until the time of the Payout to the Host referred to in Art. 13.2. ESH instructs Stripe Technology Europe, Limited to refund the sums due within 14 days of receipt of the withdrawal communication.

15.7. Host / ESH relationship — exclusion of consumer withdrawal for Professional Hosts. To the extent that the Host acts as a consumer, the same protections referred to in this article apply to the contractual relationship between Host and ESH. If the Host is a Professional Host pursuant to Art. 3, lett. l), the consumer's right of withdrawal referred to in this article does not apply to the relationship between ESH and the Professional Host, which is governed by the agreed contractual conditions, by EU Regulation 2019/1150 (Platform-to-Business) and by the legislation applicable to commercial relationships.

15.8. Mandatory rules. The provisions of this article are mandatory vis-à-vis consumers. Any clause of these T&C that limits or excludes consumer rights in a manner not compliant with the legislation in force shall be deemed null pursuant to Art. 36 Legislative Decree 206/2005, without prejudice to the validity of the remaining clauses.

Art. 16. Disputes, assistance and management of transaction complaints

In the event of material problems connected to the Booking/Accommodation, the Student must open a Dispute exclusively through the Platform's channels, in compliance with the following indications:

- I) within 24 hours of check-in for unavailability of the Accommodation, impossibility of access or immediately detectable material non-conformity;
- II) for problems that are not immediately detectable, within 48 hours of discovery and in any case no later than 7 days from check-in, save more favourable mandatory rules.

The opening of a timely Dispute pursuant to point (I) allows ESH to instruct Stripe Technology Europe, Limited to maintain the block on the transfer of the sums in the Host's Connected Account until the matter is resolved, pursuant to Art. 14.14 and Art. 13.3.

The Dispute must contain a description of the problem and minimum supporting evidence (e.g. messages, photos, documents). After the applicable period without the opening of a Dispute, ESH instructs Stripe Technology Europe, Limited to execute the Payout pursuant to Art. 13, save mandatory obligations or indications of the competent Authority or of Stripe Technology Europe, Limited.

The Parties undertake to cooperate to resolve the problem. ESH may facilitate a solution between the Parties, instruct Stripe Technology Europe, Limited to order refunds within the limits of the sums in the Connected Accounts and, where applicable, of the ESH Fee against ESH's Stripe account, or instruct Stripe Technology Europe, Limited to confirm the Payout to the Host where the Dispute is unfounded or not adequately supported. These Dispute rules apply in compliance with the mandatory consumer-protection rules.

Art. 17. Content, reviews and licence

The User warrants that it holds the rights to the content uploaded (texts, photos, reviews). The User grants ESH a non-exclusive, free and worldwide licence (limited to the purposes of operation, promotion and security of the Platform) to use, reproduce and communicate such content. ESH may remove unlawful or non-compliant content.

Art. 18. Reporting of unlawful content and remedial measures

Anyone may report allegedly unlawful content or content contrary to the T&C through the contacts indicated on the Platform or by PEC. ESH assesses the reports and may remove/disable content or adopt measures on the Account in a proportionate manner, including in the event of repeated abuse.

Art. 19. Intellectual property

The Platform, trademarks, logos, software and database are protected. Systematic extraction of data and unauthorised reproduction are prohibited.

Art. 20. Privacy and cookies

The processing of personal data and the use of cookies/tracking tools are governed by the Privacy Policy and Cookie Policy published on the Platform.

Art. 21. Limitations of liability and indemnity

ESH is not liable for:

- a) defaults of the Host or the Student relating to the performances and/or mutual obligations arising from the contractual relationship between Student and Host;
- b) inaccurate information provided by Users;
- c) unavailability of the Platform due to maintenance, faults, force majeure or third-party disruptions (e.g. PSP), save ESH's direct liability. Nothing in these T&C excludes or limits ESH's liability for wilful misconduct or gross negligence, pursuant to Art. 1229 of the Italian Civil Code.

Nothing in these T&C limits or excludes mandatory consumer rights or liabilities that cannot be excluded by law. The User undertakes to indemnify and hold ESH harmless, within the limits permitted by law, from third-party claims arising from breaches of the T&C or from unlawful use of the Platform attributable to the User.

Art. 22. Account suspension and closure

The User is always free to close the Account; pending obligations (payments, disputes, refunds) remain unaffected. ESH may suspend or close the Account in the event of violations, fraud, abusive disputes or requests of the Authority, adopting proportionate measures. Save in cases where immediate action is necessary for reasons of security, public order or legal obligations, ESH: (i) communicates to the User concerned, before or at the same time as adopting the measure, the reasons for the decision in a clear and specific manner; (ii) grants the User a period of at least 5 working days to submit observations, save in cases where the measure is necessary for reasons of security or public order pursuant to Art. 17 EU Reg. 2022/2065; (iii) reviews the decision upon the User's reasoned request within 15 working days of receipt. These procedural safeguards apply pursuant to Art. 17 of EU Regulation 2022/2065 (Digital Services Act).

Art. 23. Amendments to the T&C

ESH may amend the T&C for legal, technical or organisational needs. For Professional Hosts pursuant to EU Regulation 2019/1150 (Platform-to-Business), amendments are communicated with a minimum notice of 15 days before the effective date; within that period the Professional Host may withdraw from these T&C without penalty.

Amendments are published on the Platform and, if relevant, communicated with reasonable notice, indicating the effective date. Amendments apply to Bookings concluded after the effective date. Bookings already confirmed remain governed, as regards economic and cancellation/refund aspects, by the version of the T&C/policy shown at the time of checkout, save mandatory rules. If the User does not intend to accept relevant amendments, it may cease use of the Services and close the Account before the effective date, pending obligations (payments, disputes, refunds) remaining unaffected.

Art. 24. Complaints, ADR/ODR and dispute resolution

The User may send complaints to ESH through the channels indicated on the Platform and/or by PEC. If the User is a consumer, they may have access to ADR tools available in the competent Member State and, where applicable, to the EU online tools (ODR), in compliance with the legislation in force. The European Commission's ODR platform is accessible at: <https://ec.europa.eu/odr>, pursuant to Art. 14, EU Reg. 524/2013.

Art. 25. Applicable law and competent court (EU)

These T&C are governed by Italian law, save the mandatory provisions of the consumer's country of residence applicable under EU law. If the User is a consumer, jurisdiction is that provided for by EU and national consumer-protection rules. For non-consumer Users, in the event of disputes arising from the use of this platform or from the use of the services offered by it, the ordinary Court of Pisa (Italy) is identified as the exclusive forum, save different mandatory provisions.

Art. 26. Language clause

These T&C may also be made available in English; in the event of an interpretative conflict, the interpretation derivable from the Italian version prevails.

Art. 27. Final clauses

If a clause of these T&C is null/ineffective, the remaining clauses remain valid. ESH's failure to exercise a right does not constitute a waiver.

Art. 28. Specific approval (Arts. 1341–1342 Italian Civil Code, where applicable)

The User specifically approves the clauses contained in the following articles: 4 (role of ESH), 6 (measures and prohibitions), 7 (Host obligations: indemnity and block on transfer of the Deposit), 11 (payments and payment data), 12 (prohibition of circumvention), 13 (withholding of funds/payout), 14 (cancellations, Strict Policy, Flexible Policy, Just Cause, refunds), 16 (disputes), 18 (measures on content), 21 (limitations and indemnity), 22 (suspension/closure), 23 (amendments), 25 (forum).

Note: This is an English translation provided for convenience. Pursuant to Art. 26, in the event of an interpretative conflict the Italian version prevails.