

## **Terms & Conditions regarding the housing platform service provided by Flatta Oy**

**These terms and conditions are applicable to all contracts, contacts and reservations made through the Service on and after the date 10.03.2025 (dd/mm/yyyy).**

### **1. Description of the Service**

1.1. The Service is provided by Flatta Oy, Business ID 3455747-2. These terms and conditions regulate the relationship between Flatta and the User. A User can be either a Landlord or a Tenant.

1.2. Flatta provides to the Landlord a Service to list Apartments for rent, engage in conversations with other Users and to sign rental agreements through the Service.

1.3. When User makes a Listing to the service, they ensure that they have all necessary rights to any information they provide during the listing process. This includes, but is not limited to, the copyrights for any images and text provided by the User. By using the service you confirm that you also have the necessary rights to manage and sign rental agreements to the Apartments you have listed.

1.4. By signing a contract through the service, both the Landlord and the Tenant agree that any deposit set out in the contract will be deposited to a separate deposit account managed by Flatta Oy.

1.5. As a User of the Service, you agree that:

- a. Flatta is not a party in any lease agreement signed between a Landlord and a Tenant.
- b. Flatta is not a rental agency nor a real estate agency and does not have any type of commitments or obligations related to these types of agencies.

### **2. Terms of Service**

2.1. Users must be at least 18 years of age to use the Service. The Service may also be used by legal persons.

2.2. Users of the Service must register to use the service. By registering you verify that any personal information you have provided is correct. Information you provided is handled according to our Privacy Policy.

2.3. By using the service, you agree to:

- a) not violate any law, regulation or other decision of any governmental authority.

- b) not use the Service for any purpose other than the one set out in these Terms & Conditions.
- c) not use the service to distribute spam or advertising.
- d) not provide any false or misleading information when using the Service
- e) not use the Service in any way that could cause reputational or financial loss to Flatta Oy.

2.4. Flatta Oy has the right to deny use of the Service from any User that has provided false information, abused the Service, acted against these terms and conditions or any other conditions delivered to the User or broken the law. Flatta Oy reserves the right to deny service of any User that can be reasonably suspected of misuse of the Service. Flatta is not responsible for supplying a User with evidence as a basis for denying the Service.

### **3. Rental Agreement**

These terms concern any rental agreement signed through the Service.

3.1. Flatta is not a party in any lease agreement signed between a Landlord and a Tenant and is not responsible for the rental terms agreed between the parties. The contracting parties confirm that they are responsible for inspecting and accepting the terms of the contract.

3.2. Flatta provides an interface and pre-filled template for signing a contract. Users have the possibility to modify the contract and add terms to the contract. Flatta is not responsible for any such terms.

3.3. When a registered Landlord sends a filled out contract to another User, they confirm that an agreement has been made on their behalf and they commit to the terms set out in the contract. If the receiving User signs the contract before the Landlord has deleted the contract through the platform, a contract has formed.

3.4. Filling out and sending a contract proposal to another User by the Landlord is equivalent to the Landlord signing the contract.

3.5. Filling out the contract and paying the deposit by the Tenant is equivalent to the Tenant signing the contract.

3.6. After signing the contract the Tenant is liable to pay all the rents and other payments set out in the contract. The Landlord is responsible for providing a method of payment (e.g. bank account number for bank transfer) and following the fulfillment of the contract terms.

3.7. The termination of any contract signed on the platform shall be made in accordance with the Finnish Law on residential leasing.

- a. If the contract is a fixed term contract (i.e. the contract has a fixed start date and end date):
  - i. Both parties are responsible for fulfilling their obligations for the entire duration of the contract.
  - ii. Termination may only be done if separately agreed by both parties. Even then, the party not responsible for initiating the termination is entitled to reasonable compensation
- b. If the contract is open-ended (i.e. the contract does not have a fixed end date):
  - i. A minimum duration of stay may still be agreed on the contract. For this duration, the terms in 3.7. section A apply.
  - ii. The tenant must give 1 calendar months notice for termination
  - iii. If the tenancy has lasted under 12 months, the landlord must give 3 calendar months notice for termination
  - iv. If the tenancy has lasted over 12 months, the landlord must give 6 calendar months notice for termination.

3.8. Any disputes arising from the contract should be settled between the Landlord and the Tenant. Flatta has the right, but not the obligation, to provide a third party opinion to help resolve any disputes.

#### **4. Deposit**

4.1. As a part of the Service, Flatta provides an account for handling the rental deposit for the contract. The deposit is kept in a separate deposit account and is handled according to Finnish Law.

4.2. By signing a contract through the service, both the Landlord and the Tenant agree that any deposit set out in the contract will be deposited to a separate deposit account managed by Flatta Oy.

4.3. The Landlord can withhold repayment of the security deposit if the property has been damaged, the final cleaning of the property has been incomplete or rent has been overdue. The security deposit may not be withheld due to wear and tear caused by normal living conditions.

4.4. Withholding the deposit or a portion of the deposit may be done by the Landlord according to Finnish law. The landlord must show justification for withholding repayment of the deposit and provide Flatta with a notice for withdrawal through the service. Justifiable deductions will be paid to the bank account provided by the Landlord.

4.5. The Landlord must inspect the apartment and make claims for the deposit within 10 days of the expiry of a contract. If no claims are made, the Deposit may be refunded to the Tenant.

4.6. The deposit, except for any justifiable deductions, will generally be refunded to the tenant within 30 days, but no later than 45 days after the expiry of the contract. The tenant must provide Flatta with a bank account for returning the deposit.

## **5. Liability**

5.1. Flatta is not responsible for damages arising directly or indirectly from the user of the Service.

5.2. Flatta is not a party in the rental agreement and is not liable for the rented property.

5.3. Flatta is not responsible for ensuring that the Landlord and Tenant act in accordance with the law, the rental contract or regulations governing their actions.

5.4. Flatta is not responsible for ensuring the integrity of Listings, Landlords and Tenants on the platform, or ensuring users suitability as Landlords or Tenants.

## **6. License for material**

6.1. Any material uploaded by the user will be handled according to our Privacy Policy.

6.2. By uploading material, including but not limited to images, reviews and descriptions a User grants Flatta Oy a broad license to use the material for purposes including but not limited to marketing, promotional purposes and other business related activities.

## **7. Applicable law and conflict resolution**

All parties shall agree to resolve all disputes and conflicts in good spirit. Ultimately, conflicts shall be resolved in Helsinki District Court.