

Regulations of the Apartments (hereinafter referred to as the "REGULATIONS")

managed by companies of the Platinum Residence Group

1. Preliminary Provisions:

- 1.1. These Regulations govern the reservation and use of an Apartment in a Facility managed by an entity of the Platinum Residence Group, for short or long-term stays.
- 1.2. The following terms used in the Regulations shall have the meaning established in accordance with the following definitions:
 - 1.2.1. **Apartment** - a type-defined dwelling or hotel room from the Company's offer, located in one of the Facilities, the description and photos of which are presented on the platinumresidence.com website, which the Company makes available to the Guest for a fee for the period of stay indicated by the Client in the Reservation;
 - 1.2.2. **Deposit** - a deposit payable by credit card upon check-in at the Apartment in the amount of:
 - a) **300 zł** (in words: three hundred złoty) in facility: Platinum Hotel & Residence Wilanów, Platinum Residence Mokotów
 - b) **300 zł** (in words: three hundred złoty) in facility: Platinum Residence and Oxygen Residence - corporate clients
 - c) **615 zł** (in words: six hundred and fifteen złoty) in facility: Platinum Residence and Oxygen Residence for other online and individual reservations
 - 1.2.3. **Apartment Day** - the time during which the Apartment or the Apartment and Accompanying Services may be used; the first day of stay begins
 - a) **Platinum Residence Facility**: at 3:00 p.m. on the day of arrival until 11:00 a.m. on the day of departure;
 - b) **Oxygen Residence Facility**: at 3 p.m. on the day of arrival until 11 a.m. on the day of departure;
 - c) **Platinum Residence Mokotów**: at 2 p.m. on the day of arrival until 12 noon on the day of departure;
 - d) **Platinum Hotel & Residence Wilanów**: at 3 p.m. on the day of arrival to 11 a.m. on the day of departure;
 - 1.2.4. **Guest** - the Individual Client, if he/she actually uses the Apartment and Additional Services, as well as the natural person actually using the Apartment or the Apartment and Additional Services on the basis of the Agreement concluded by the Client; if the number of people using the Apartment is greater than one, these people shall be referred to as "Guests";
 - 1.2.5. **Client** - Individual Client or Corporate Client;
 - 1.2.6. **Individual Client** - a natural person not conducting business activity, having full legal capacity, booking an Apartment or an Apartment and Accompanying Services and concluding the Agreement, or a natural person conducting business activity, having full legal capacity, booking an Apartment or an Apartment and Accompanying Services and concluding the Agreement not related to business activity (consumer);
 - 1.2.7. **Corporate Client** - an entrepreneur within the meaning of the Act of March 6, 2018. Entrepreneurs' Law (Journal of Laws 2023.221, i.e., making a Reservation and entering into the Agreement in connection with its business activity);
 - 1.2.8. **Facility / Facilities** - selected building(s) or all buildings containing apartments managed by Platinum Residence or a Platinum Residence Group company, including an Apartment, i.e.:
 - I. **Platinum Residence** located in Warsaw at Grzybowska 61B Street (00-844 Warsaw) managed by Platinum Residence;
 - II. **Oxygen Residence** located in Warsaw at 45 Wronia Street (00-870 Warsaw) managed by Platinum Residence;
 - III. **Platinum Residence Mokotów** located in Warsaw at 9 Magazynowa Street (02-652 Warsaw) managed by Platinum Residence Mokotów;
 - IV. **Platinum Hotel & Residence Wilanów** located in Warsaw at 12 Św. Urszuli Ledóchowskiej Street (02-972 Warsaw) managed by V-Hotels;
 - 1.2.9. **Platinum Residence** - Platinum Residence sp. z o.o. with its seat in Warsaw, ul. Grzybowska no. 61B / Antresola, 00-844 Warsaw, NIP: 5272621109, KRS: 316110, REGON: 141712168, email: concierge@platinumresidence.com, telephone: 22 419 00 00/10;
 - 1.2.10. **Platinum Residence Mokotów** - Platinum Residence Mokotów sp. z o.o. with registered office in Warsaw, u. Grzybowska 61B / Antresola, 00-844 Warsaw (KRS: 629501, NIP: 5272775798; REGON: 365039410), email: mokotow@platinumresidence.com, telephone: 22 418 58 58/59;
 - 1.2.11. **Online Payment** - online payment methods made available to the Customer by the Company as part of the reservation process;
 - 1.2.12. **Stay** - the period of time specified in the Reservation or Agreement for which the Guest is entitled to use the Apartment;
 - 1.2.13. **Long-Term Stay** - a Guest's stay in an Apartment exceeding 30 straight consecutive days;
 - 1.2.14. **Reception** - the public reception area in the Facility, located near the entrance to the Facility;
 - 1.2.15. **Rules and Regulations** - these Rules and Regulations of Platinum Residence Group Apartments defining the actual and legal rules for the use of the Facilities, Apartments and Additional Services;
 - 1.2.16. **Reservation** - making a reservation of an Apartment by the Client directly or through the Website or an external service such as airbnb.pl, booking.com, etc., for the period specified by the Client, for the Guest(s) indicated by the Client;
 - 1.2.17. **Guaranteed Reservation** - a reservation that has been prepaid prior to the guest's arrival ensuring the availability of the apartment from the time that determines the start time of the hotel day at the Facility, regardless of the time of the guest's check-in at the Facility;
 - 1.2.18. **Non-refundable Reservation** - a Reservation, the making of which is tantamount to the conclusion of the Agreement and the obligation to pay, and which cannot be cancelled or changed at any time without cost;

- 1.2.19. **Item brought in** - an item which, at the time of the Customer's use of Platinum Residence's services, is either in the Apartment or has been placed in a place designated by Platinum Residence;
- 1.2.20. **External Service** - a website other than the Website through which the Customer makes a reservation of the Apartment, in particular airbnb.pl, booking.com.pl;
- 1.2.21. **Company** - the relevant company from the Platinum Residence Group with which the Customer concludes the Agreement, managing the Apartment that is the subject of the Booking;
- 1.2.22. **Website** - platinumresidence.com - the website of the companies of the Platinum Residence group through which the Reservation can be made;
- 1.2.23. **Agreement** - the agreement concluded between the Company and the Client, the subject of which is the rental of an Apartment and the provision of Additional Services or the provision of accommodation services;
- 1.2.24. **Additional Services** - services that the Guest may use in connection with his/her stay in the Apartment, including in particular:
 - I. concierge service;
 - II. additional cleaning of the Apartment;
 - III. breakfast package;
 - IV. underground parking or above-ground parking spaces;
 - V. laundry services;
 - VI. care of the Apartment during the Guest's absence;
 - VII. luggage storage (not applicable to Platinum Apartments facility);
 - VIII. transportation services;
 - IX. pet stay
 - X. extra bedding;
 - XI. check-in after 9:00 pm;
- 1.2.25. **V-Hotels** - V-Hotels sp. z o.o. with its registered office in Warsaw, ul. Grzybowska 61B / Antresola, 00-844 Warsaw (KRS: 568258; NIP: 5272740995; REGON: 362114973), email: wilanow@platinumresidence.com, telephone: 22 263 63 63.
- 1.3. The Regulations are an integral part of the Agreement and its acceptance by the Client and Guest is a condition for the conclusion of the Agreement.
- 1.4. Reservation is tantamount to acceptance of the provisions of these Regulations.

2. Reservation:

- 2.1. Reservation of the Apartment shall be made by completing and submitting the reservation form through the Website or through the External Service; by telephone or directly or in person at the Facility;
- 2.2. Reservation made via the Internet requires connection to the Internet and possession of an e-mail address to which either a message confirming the Reservation (in case of completion of the reservation process) or an e-mail message about the discontinuation of the reservation (in case of non-completion of the reservation process) is delivered.
- 2.3. For assistance with a Reservation made through the Website or for information related to such Reservation, Guest shall contact the Company directly at the e-mail address or telephone number indicated on the Website.
- 2.4. The Reservation is for a specific type / category of apartment and Additional Services selected by the Client. The Company does not guarantee the availability of a specific apartment, but only an apartment with the characteristics indicated in the Reservation.
- 2.5. The Reservation shall be deemed made at the moment of confirmation of the Reservation by the Company by electronic correspondence to the address indicated by the Client in the Reservation form or confirmation of the Reservation by the External Service.
- 2.6. Subject to the provisions in paragraph 2.7 of the Terms and Conditions, the condition for making a Reservation is to pay for the Reservation either by Online Payment or by pre-authorization on a credit card (payment guarantee). Payment of the Reservation by Online Payment is tantamount to prepayment for the Apartment.
- 2.7. In the case of a Corporate Customer, it is possible to defer payment for the Apartment under the terms and conditions specified in the Agreement.

3. Payment:

- 3.1. Payment for the stay in the Apartment or the stay in the Apartment and Additional Services, shall be made as a prepayment by way of Online Payment, using the credit card used at the time of Booking or - in the case of Long Term Stay or Corporate Customer - on other terms specified in the Agreement. In the case of payment by credit card, on the day of commencement of the stay, the Guest is required to present the credit card used for the Reservation and in the absence of this card, the Guest is required, prior to check-in, to make payment for the stay using another credit card.
- 3.2. In the case of a Non-Refundable Reservation, the Client will receive a personalized link, using which he is required to pay for the Reservation by credit card during a secured transaction.
- 3.3. Regardless of the payment, for stays other than a Long Term Stay, the Guest is required to have a credit card (used at the time of Booking or other) upon check-in, on which a pre-authorization in the amount mentioned in paragraph 1.2.2 will be made for the Deposit. Subject to paragraph 3.5. below, the check in, without the credit card, is impossible **Deposit in the form of cash is not accepted.**

- 3.4.** The Company does not accept virtual credit cards, i.e. credit cards in a form other than a physical card.
- 3.5.** All payments for stay in the Apartment or use of Additional Services may only be settled in Polish currency.
- 3.6.** In the case of Guaranteed Reservations and Non-Refundable Reservations, the credit card used for the purpose of the Reservation shall be charged in accordance with the terms of the Reservation, i.e. in the case of a standard offer - for the first Night in the Apartment, in the case of a Non-Refundable Reservation for the entire period of stay in advance.
- 3.7.** In case the payment for the stay in the Apartment or the stay in the Apartment with Accompanying Services is made by a Customer who is not a Guest, full prepayment is required, credited by 12:00 p.m. on the day of the Guest's arrival. The prepayment does not relieve the Guest of the obligation to present a credit card at check-in, unless the Customer, for the purpose of the Deposit, makes his/her credit card available at Guest check-in or has an open line of credit with the Company.
- 3.8.** The Client agrees to pay all charges related to the stay in the Apartment, including those arising from the Guest's use of Additional Services, within the time limits agreed with the Company.

4. Stay:

- 4.1.** Prior to the commencement of the stay in the Apartment, the Guest shall be obliged to check in at the Reception, including signing the check-in card and in the case of a Long-Term Stay also to sign the Agreement.
- 4.2.** The Guest is obliged to show to the employee of the Reception at check-in a document with a photograph confirming the identity of the Guest. If the Guest refuses to show the document in a way that allows check-in, the Receptionist is obliged to refuse to issue a card or a key to the Apartment.
- 4.3.** Commencement of the stay is tantamount to acceptance of these Regulations by the Guest.
- 4.4.** The Guest's stay in the Apartment begins at the earliest from the time indicated by the Facility on the day of check-in at the Reception and ends on the last day of stay at the time indicated by the Facility, as shown in paragraph 1.2.3. a) - e) above;
- 4.5.** If the Client wishes to extend the Guest's stay in the Apartment, the Client shall notify the Reception no later than 10:00 a.m. on the last day of the stay. The possibility of extending the Guest's stay in the Apartment depends on the availability of the Apartment. The extension of the stay will take place after the Guest signs the check-in card, makes a prepayment for the further period of stay in the Apartment and extends the validity of the electronic key-card.
- 4.6.** Remaining in the Apartment or leaving things in the Apartment after 1:00 p.m. on the day of departure is considered an extension of the stay. In this case, the Client is obliged to pay 100% of the daily rate for the stay in the Apartment. The daily rate of stay in the Apartment, means the current rate set by the Company for a Day in the Apartment. This rate may not be the same (may be lower or higher) as the rate specified in the Reservation made by the Client for a specific period of stay in the Apartment.
- 4.7.** The Apartment and Additional Services may be used independently only by people of legal age, i.e. those who are 18 years of age at the latest on the date of commencement of their stay in the Apartment. Minors may stay in the Apartment and on the premises of the Facility only in the presence of their legal guardians or other adults designated by their legal guardians. If the minor's legal guardian is not a Guest, the Guest under whose custody the minor is staying is obliged to present, at the Company's request, written authorization from the minor's legal guardian to exercise custody over the minor during his/her stay in the Apartment. Bearing in mind the content of the provisions of the Act of July 28, 2023 amending the Act - Family and Guardianship Code and certain other acts, including amending the Act of May 13, 2016 on counteracting the threat of sexual offenses and also acting to respect the rights of minors, in case of refusal to show such document or to indicate the degree of relationship to the minor, in accordance with the applicable Law, the Receptionist has the right to refuse to check in both the Guest and the minor at the Facility.
- 4.8.** The minor shall stay in the Apartment free of charge, if his/her stay does not require fitting/equipping the Apartment with an extra bed and/or bedding and/or towel set. In other cases, a fee will be charged for the minor's stay in the Apartment, as determined by the Facility.
- 4.9.** The Company reserves the right to refuse to make the Reservation or check in a Guest if the Guest has violated the Rules and Regulations or the Agreement during a previous stay at any of the Facilities, or if the Client has violated the Rules and Regulations or the Agreement.
- 4.10.** The Facility may refuse to accommodate a Guest whose condition indicates that he/she is intoxicated or under the influence of intoxicants, as well as Guests who are aggressive towards the Facilities' employees and/or other Guests, both physically and verbally, regardless of whether this happens during or outside of curfew.
- 4.11.** During the Guest's stay in the Apartment, the Guest may use Additional Services, the choice of which he/she made in the Reservation or the need for which he/she reported at the Reception. The Guest shall be charged for the use of Additional Services in accordance with the current price list of Additional Services published on the Website and available at the Reception.
- 4.12.** The Guest shall make the Apartment available to representatives of the Company or people authorized by the Company in order to:
 - 4.12.1.** perform necessary repairs, maintenance or inspections;
 - 4.12.2.** to present the Apartment to potential tenants, buyers or investors;
 - 4.12.3.** to verify the Guest's use of the Apartment in accordance with the purpose specified in the Agreement.
- 4.13.** The Company shall notify the Guest one day in advance of the need for repairs, maintenance or inspections. In the event that the Guest is not present on this date or does not agree to carry out repairs, maintenance or inspections in his/her absence, the Company shall set another date for this purpose for the Guest, which shall be no later than two days after the expiration of the original date. If the Guest fails to make the Apartment available on the second date, the Guest shall be obliged to pay the cost of repairs, maintenance or inspections on a later date, as well as to repair the damage, if any, caused by the failure to make the Apartment available on the dates referred to in the first and second sentences of this paragraph.

- 4.14.** In the event of danger to life, health or identification of a defect or malfunction requiring immediate intervention to remove the damage, prevent the damage or reduce its extent, the Guest shall immediately make the Apartment available. If the Guest is absent or refuses to provide access to the Apartment, a representative of the Company and people competent to remove the emergency, defect, failure or damage, shall have the right to enter the Apartment also in the absence of the Guest, having informed the Guest of such necessity by electronic correspondence to the e-mail address indicated in the registration card.
- 4.15.** It is forbidden to undertake activities on the Site that interfere with, hinder or prevent the use of the Site by other authorized people, in particular, it is forbidden to generate noise (in particular, shouting, listening to music loudly) and undertake other activities contrary to the rules of social intercourse.
- 4.16.** In the Facility between 10:00 p.m. and 6:00 a.m. curfew is in force.
- 4.17.** The Guest is always obliged to open the door of the Apartment to the security of the Facility and the employees of Reception.

5. Other rules for the use of the Apartment and staying on the premises of the Facility:

- 5.1.** The Guest shall observe the rules of staying in the Apartment and on the premises of the Facility, including those set forth in these Rules and Regulations, the rules and regulations of the Facility, observe all guidelines, rules and restrictions, especially those imposed by law or recommendations of relevant authorities and services, which relate to the use of the Facility or its parts, and comply with the instructions of employees or other representatives of the Company. The Guest undertakes not to undertake on the premises of the Facility any activities that are inconsistent with the generally applicable laws or that violate the rules of social intercourse.
- 5.2.** The Guest is obliged to ensure that a minor under his/her care abides by the rules referred to in paragraph 5.1 above. The Guest under whose custody the minor is staying in the Apartment shall be responsible for all activities undertaken by the minor on the premises of the Facility, including any damage caused by the minor.
- 5.3.** Smoking is strictly prohibited in the Apartment. Smoking on the premises of the Facility is allowed only in places designated for this purpose.
- 5.4.** The use of the Apartment for purposes other than meeting temporary housing needs for a short or long-term stay is not permitted. In particular, it is forbidden to organize in the Apartment or in any other place on the premises of the Facility parties, celebrations or social receptions with more people than the number for whom the Apartment is intended in accordance with the Reservation or the Agreement.
- 5.5.** Pets or companion animals (dogs or cats) are allowed on the premises of the Facility, including the Apartment, for a fee specified in the price list published on the Website and made available at the Reception Desk, with the Guest being responsible in each case for any damage caused by his/her animal.
- 5.6.** The transfer of elements of the Apartment equipment to other apartments is not permitted.
- 5.7.** The Guest using the Apartment possessing a door with a key lock, at the time of leaving the Apartment are obliged to lock the door with the key.
- 5.8.** It is forbidden for the Guest to transfer the keys (card) to the Apartment to third parties. If the keys (card) to the Apartment are lost during the stay, the cost of purchasing and replacing the locks and making up the key (card) will be charged to the Client.
- 5.9.** People not registered in the Apartment may stay in the Apartment or on the premises of the Facility from 06:00 a.m. to 10:00 p.m. In case a person who is not a Guest (i.e. not registered in the Apartment) stays in the Apartment or on the premises of the Facility outside these hours, the Guest is obliged to pay a fee for the stay of this person in the Apartment in accordance with the valid price list available at the Reception. The fee is charged for each Commenced Day in the Apartment - regardless of the actual number of hours the non-registered person spent in the Apartment or on the Facility.
- 5.10.** It is not possible to reserve specific parking spaces in the underground garage and in the above-ground parking lot (in the case of Platinum Hotel & Residence Wilanów) at the Facility. The Guest using the garage, is obliged to park vehicles in the designated spaces, in accordance with the markings appearing on the parking card and also to become familiar with the Parking Rules and Regulations and strictly abide by them.

6. Damages:

- 6.1.** The Company shall provide the Guest with a safe deposit box in the Apartment (not applicable to Platinum Apartments).
- 6.2.** The Guest is obliged to store money, securities and other valuable items, in particular valuables and items of scientific or artistic value in the safes.
- 6.3.** The Company shall not be liable for money, valuables and other items mentioned in paragraph 6.3, left outside the safes available in the Apartment or at the Reception and items left unsecured. In the event that the Client has items whose value exceeds the amount of PLN 1,000, the Client is obliged to deposit them in a safe deposit box or other safe place located outside the Facility.
- 6.4.** In case of any damage, the Client is obliged to notify the Reception immediately.
- 6.5.** The Facility shall not be responsible for damage to or loss of a car or other vehicle belonging to the Guest, items left in it regardless of whether the vehicles are left in the underground garage or surface parking lot of the Facility.
- 6.6.** The Company shall not be responsible for groceries, medications and other pharmaceuticals brought in and left after the stay, especially for their proper storage. Detailed rules for dealing with articles left after the end of the stay are specified in the Lost & Found procedure at each Facility.

- 6.7.** The items listed in paragraph 6.7 left by the Client in the Apartment after the expiration of the Agreement shall be disposed of immediately, in accordance with applicable sanitary regulations and health and safety rules.

7. Return of the Apartment

- 7.1.** On the last day of the Stay, the Guest is obliged to return the Apartment cleaned, in an undisturbed condition, taking into account the wear and tear resulting from normal use, and to empty it of any belongings brought by the Guest or minors staying with the Guest.
- 7.2.** If the Apartment is not cleaned by the Guest or the Suite is left in a condition that does not correspond to the wear and tear resulting from normal use or normal use, in accordance with the Regulations, the Company shall have the Apartment cleaned at the risk and expense of the Guest by an external entity.
- 7.3.** In the event that the Guest leaves in the Apartment any items other than those made available to the Guest by the Company under the Agreement (i.e. movables, items of equipment other than those listed in Attachment 1, etc.), the Company shall place such items in storage, at the Guest's expense and risk, and set a time limit for the Guest to collect them. Upon the ineffective expiration of this deadline, at the Company's option:
- 7.3.1.** the items shall be deemed abandoned within the meaning of Article 180 of the Act of April 23, 1964 of the Civil Code (i.e., Journal of Laws of 2023, item 1610, as amended) and the Company shall be entitled to take ownership of the items without any consideration or compensation to the Guest, or
- 7.3.2.** the items shall be handed over for permanent disposal at the Guest's expense and risk.
- 7.4.** If the Guest immediately expresses his/her willingness to retrieve the items (i.e. within no more than 7 days after the Company informs the Guest about the items left in the Apartment) referred to in paragraph 7.3, the Company may send them back to the address indicated by the Guest, after the Guest has paid the shipping costs. Detailed rules for dealing with items left after the end of the stay are defined by the Lost & Found procedure at each Facility.
- 7.5.** In the event of the situations described in paragraph 7.2 above, the Guest shall indemnify the Company from liability for any damage to the Guest, as well as from liability to third parties - in the event that the items referred to in paragraph 7.2 above are the property of third parties.

8. Contractual penalties and early termination of services by the Company:

- 8.1.** In the event that the Apartment is used for purposes other than those stipulated in the Agreement, in particular the organization of a party, celebration or social event with more people than the users specified in the Reservation or the Agreement, the Customer shall be charged a penalty of **PLN 615**. In addition, the Company is then entitled to terminate the Agreement with immediate effect.
- 8.2.** Violation of the curfew in the Facility shall result in debiting the Customer's account with a contractual penalty in the amount of **PLN 615**.
- 8.3.** Violation of paragraphs 8.1 and 8.2 may result in immediate termination of the Agreement by the Company.
- 8.4.** In the event of verbally and/or physical aggressive and/or demeaning behavior towards the Facility's employees or other guests of the Facility, whether it occurs during or outside of curfew, the Company shall have the right to terminate the Agreement with immediate effect.
- 8.5.** Each of The Facility is entirely non-smoking. The prohibition applies to Apartments, common areas as well as balconies. Each violation of the smoking ban will result in a contractual penalty and a charge to the Client's account in the amount of **PLN 615**.
- 8.6.** If the Guest blatantly or persistently violates the Rules and Regulations, the house order in force at the Facility, or by his/her inappropriate behavior makes the use of other apartments in the Facility a nuisance in a manner other than specified in the Rules and Regulations, the Company may terminate the Agreement without notice.
- 8.7.** In case of loss, damage, destruction of parking card or building entrance card, the Customer's account will be charged with the amount according to the price list available at the Facility for making a duplicate card.

9. Final Provisions:

- 9.1.** In the event that the Client or Guest is in delay with the performance for the benefit of the Company of its obligations under or related to the Reservation or the Contract and does not perform them within the period specified in the summons, in which the Company sets the Client or Guest an additional period of time to fulfill these obligations of the Client or the Guest to the Company, the Company, after fulfilling the prerequisites specified by the provisions of generally applicable law, is entitled to report the Client to the business information bureau with which it has a concluded agreement on sharing business information within the meaning of the provisions of the Act of April 9, 2010. on sharing of business information and exchange of business data (Journal of Laws 2023 .2160 t.j.).
- 9.2.** The Customer, while making a Reservation and concluding the Agreement, is obliged to use the current Customer's and Guest's data disclosed in the registers kept by the competent authorities, including personal data, the use of which is authorized by law. In the event of a discrepancy between the Customer's or Guest's data and the data disclosed in the relevant register, the Customer or Guest shall be obliged to inform the Company of the existing discrepancy and the reason for it. If the Company has doubts as to the accuracy or truthfulness of the Customer's or Guest's data and the Customer or Guest fails to provide a credible explanation, the Company reserves the right to cancel the Reservation and refuse to check the Guest into the Apartment.
- 9.3.** In the event that the Customer's or Guest's data changes during the Guest's stay in the Apartment, the Customer or Guest, as the case may be, shall immediately notify the Company of the change in such data.

- 9.4.** In case of violation of the provisions of the Regulations, the Agreement may be terminated with immediate effect.
- 9.5.** In case of any discrepancy between the provisions of the Regulations and the provisions of the Contract, the provisions of the Contract shall prevail.
- 9.6.** In matters not regulated by these Regulations the provisions of Polish law shall apply accordingly.