



GENERAL TERMS AND CONDITIONS

TSH MEMBERSHIP ITALY

1 DEFINITIONS

In these general terms and conditions, the following terms have the meaning as described below:

Agreement	means these general terms and conditions, the Contract, the Annexes and any future policies We provide to You together.
Annex(es)	means any annex to these general terms and conditions.
Article	an article in these general terms and conditions.
Business Day	means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for general business in Italy.
Commencement Date	means the commencement date of Your Membership as specified on the Contract.
Consumer	means any natural person acting for purposes which are outside his or her trade, business, craft or profession.
Contract	means the confirmation email You receive from TSH, setting out specific terms of your Membership, including but not limited to the type of Membership, the Commencement Date, the Term and Membership Fees, and to which these general terms and conditions apply.
Deposit	means the Deposit to be paid by the Head User for a Membership as stated in the Contract. The purpose of the Deposit is to secure TSH's claims against the Head User and/or the Member resulting from the Agreement, in particular claims relating to payment of the Membership Fee, including in case of cancellation, and damages culpably caused by the Member during the term of the Agreement.
Guest	means any person invited by a Member to use the Home Hub as a temporary visitor.
Force Majeure	means any circumstance not within a Party's reasonable control including, acts of God, flood, civil war, terrorist attack, government regulation, disaster, fire, explosion, collapse of buildings, earthquake, strikes, civil commotion or riots, or other similar cause beyond the control of the Parties making it inadvisable, illegal, or impossible to fulfil the obligations of the Agreement.



Head User	means the Member that concludes the Agreement for the performance of the Services, i.e. You.
Home Hub	means the hotel operated by TSH
House Rules	means the house rules applicable in the Home Hub, which are an Annex to the Agreement or made available during the online registration process and which can be requested at the reception of the Home Hub or that can be found on TSH website at https://www.thesocialhub.co/terms-and-conditions/ .
Initial Term	has the meaning ascribed to it under Article <u>4.2</u> .
Member	means any person, whether natural or legal, with a Membership at TSH. For the avoidance of doubt, this includes the Head User.
Member Account	means the account of the Member in the Member App which includes all the Members as submitted by the Head User.
Member App	means the application where Members can check invoices, purchase additional services, report complaints, book meeting rooms and change or update personal contact details.
Member Properties	has the meaning ascribed to it under Article 5.2
Member Spaces	means the areas within the Home Hub which TSH has indicated are accessible to the Members.
Membership	means any of the different types of Memberships You may choose when You enter into the Agreement
Membership Card	means the card which You will be required to obtain in order to register for an account to use certain features of the Site.
Membership Fee	means the monthly fee due for the Membership.
Office	means a private lockable office space located in the Home Hub.
Parties	means You and TSH collectively.
Party	means either You or TSH.
Payment	means the payment of the Membership Fee and possible additional services, as described in more detail in Article 6.
Payment Date	has the meaning ascribed to it under Article <u>6.2</u> .
Renewal Term	has the meaning ascribed to it under Article <u>4.3</u> .
Services	means the services TSH provides to You as specified at the Contract and as set out in Article <u>7</u> .
Term	means the Initial Term or a Renewal Term.
TSH / We / Us	means the TSH affiliate (which is determined by the location) that enters into the Agreement, as specified in the Contract.



Workspace means a designated Workspace located in your Home Hub.

You / Your means the Head User.

2 PURPOSE

2.1 These terms and conditions are applicable to the Parties indicated in the Contract. The purpose of the Agreement is the provision of the Services by TSH. The assignment of the use of the Home Hub does not generate ownership or lease rights in Your favor.

3 MEMBERSHIP ELIGIBILITY & APPLICATION

3.1 **Eligibility** Membership is open to individuals who are 18 years of age or older at the time of application. Membership is personal and non-transferable.

3.2 **Application Process** To become a Member, an individual must submit a Membership application via the online application form made available by TSH on our website and provide all required information. Submission of an application does not guarantee acceptance. Membership is only granted upon written confirmation of acceptance by TSH and once payment of the Membership Fee has been paid by the Member to TSH.

3.3 **Right to Refuse or Revoke Membership** TSH reserves the right to refuse any Membership application at its sole discretion, without being required to provide a reason for such refusal. TSH further reserves the right to revoke an existing Membership at any time if a Member is found to be in breach of these Terms & Conditions or for any other reason TSH deems appropriate as Article 4.8 below.

3.4 **Scope of Membership** Membership is tied to a single Home Hub, as selected by the Member at the time of application. Access to facilities and benefits applies exclusively to the designated location unless otherwise communicated by TSH. TSH reserves the right to expand or modify the scope of Membership access in the future. Any changes will be communicated to Members in advance.

3.5 **Waitlist** TSH reserves the right to enable a waitlist for membership applications at any time, at its sole discretion. When the waitlist is active, submitted applications will be held pending review. If an application has not been approved or rejected within 14 days of submission, the applicant will receive an email notification confirming that their application has been placed on the waitlist. TSH does not guarantee a maximum waiting period. Applicants on the waitlist will be notified by email once their application has been processed and a membership decision has been made. TSH reserves the right to remove an applicant from the waitlist at any time

4 TERM AND TERMINATION

4.1 **Commencement date** The Agreement is effective from the Commencement Date.



4.2 **Initial term** The initial term of the Agreement is specified in the Contract.

4.3 **Automatic renewal** After the Initial Term has lapsed, your Contract will automatically renew for the same duration as the Initial Term. If You wish to change the duration of Your Membership for the Renewal Term, You must notify TSH in writing at least 14 days before the end of Your current Term. In the absence of such notice, Your Membership will automatically renew for the same duration as the current Term

4.4 **Termination for convenience Membership** If you do not wish your Membership to be automatically renewed, You may terminate it by providing TSH with written notice at least 14 days before the end of Your applicable Term:

Term	Notification period
Monthly	At least 14 days before the last day of that month
3 months	At least 14 days before the last day of month 3
12 months	At least 14 days before the last day of month 12

TSH reserves the right to terminate Your Membership for convenience by providing You with written notice of at least 1 calendar month for a Monthly or 3-month Membership, and at least 2 calendar months for a 12-month Membership.

4.5 **Termination for convenience of Workspace or Office** If you have a Membership which includes a Workspace or an Office, You may terminate your Agreement by giving TSH 60 days prior written notice. The 60 day period shall commence on the first calendar day of the month following the month in which the termination notice was received.

4.6 **Membership Pause** Members with a 12-month Initial Term have the option to pause their Membership for one full calendar month per Term. To exercise this right, the Member must notify TSH in writing at least 14 days before the start of the intended pause month. The pause month must constitute one complete calendar month; partial months are not permitted and unused pause days are not carried over or refunded. During the pause month, the Member may not use any of the Services or Member Spaces. If the pause is exercised by the Member, The Membership Agreement will be extended by one calendar month, and the Membership will terminate one month later than originally scheduled. The pause option is a benefit available to eligible Members and is not mandatory.

4.7 **Notice of Termination** You can terminate your Agreement by sending TSH a written notice via thesocialhub.co/my-account/ which can be found on the TSH website and the Member App.



4.8 **Suspension or termination for cause by TSH.** TSH reserves the right to (temporarily) suspend its Services or terminate the Agreement with immediate effect in the event of:

- (a) termination, expiration or material loss of rights to the Home Hub or Site, preventing TSH from performing under the Agreement;
- (b) use of the Home Hub in violation of Article 9.1 and/or Article 9.2;
- (c) any late Payments as specified in Article 5.3;
- (d) Your involvement in debt restructuring, (preliminary) suspension of payments, (request for) bankruptcy, liquidation or any other (local or foreign) insolvency proceedings;
- (e) a Force Majeure lasting more than fifteen (15) days; or
- (f) any other breach of this Agreement by You or any Members on Your Member Account. If this breach is repairable, TSH will grant You a reasonable period of no more than five (5) Business Days to repair the breach.

In case of a suspension or termination under this Article 4, You remain liable for any amounts due under the Agreement and such termination will be without prejudice to TSH's rights to collect Payments or any other damages TSH may have incurred. TSH will not be liable to You for a suspension or termination in accordance with this Article.

1. In the event that the Hotel (or the property in which the Hotel operates) is sold, transferred, or ceases to operate under the current ownership and needs to be vacated by all Members, TSH Italy will use its reasonable best efforts to inform prospective and confirmed Members as soon as possible that the Hotel is no longer bookable. If, despite such efforts, a Member has not been informed in time and is already using the Services associated with its Membership in the Hotel, TSH Italy reserves the right to terminate the Membership Agreement. In such circumstances, TSH Italy may terminate the Membership Agreement by providing advance written notice to the Guest. The required notice period shall be reasonable and proportionate to the duration of the Membership, and in any case no less than:

- (g) 3 days for Memberships less than 1 month;
- (h) 1 month for Memberships longer than 1 month.

2. Upon termination under this clause, TSH Italy will refund in full any amounts paid by the Member for the Term not used due to the termination.

3. TSH Italy may, at any time, transfer, assign or novate this Membership Agreement (in whole or in part) to any of its affiliates or third party by providing the Contracting Party with prior written notice of such transfer ("**Transfer Notice**"). Following receipt of the Transfer Notice, the Contracting Party shall have the right to terminate this Membership Agreement by providing written notice of termination within 15 days of the date of the Transfer Notice ("**Termination Period**"). If the Contracting Party does not terminate this Membership Agreement within the Termination Period, the Contracting Party shall be deemed to have accepted the transfer and novation of this



Membership Agreement to the identified affiliate or third party, and such transfer shall take effect automatically at the end of the Termination Period. Where the transfer takes effect, the affiliate or third party shall assume all of TSH Italy rights and obligations under this Membership Agreement from the effective date of the transfer, and TSH Italy shall be released from any further obligations arising on or after that date.

- 4.9 Termination under this clause shall take effect in accordance with the termination provisions of this Membership Agreement and shall not affect any rights or obligations accrued prior to termination.

5 (POST-)TERMINATION OBLIGATIONS

- 5.1 **Your last day** When Your Membership ends, You must properly clean Your Workspace or Office (if applicable) and return your access card key (if applicable) by the last day of the Agreement. You are responsible for ensuring that all Members on Your Member Account (if any) comply with this requirement.

- 5.2 **Removal of property** If you are using a Workspace or Office, You are obliged to remove all of Your, Your Members', and Your or Your Members' Guests' properties (the **Member Properties**) from the Workspace and/or Office ultimately on the last day of your Agreement, which means any items present in the Workspace and/or Office, which are not TSH's property. If you fail to timely remove the Member Properties, and after We provided You with written notice granting You the possibility to remove the Member Properties within five (5) Business Days, TSH has the right to remove any of the Member Properties. For the avoidance of doubt, TSH will in such event have no obligation whatsoever to store and/or guard the Member Properties. TSH will not be liable for any damages or losses. If Member Properties are left behind, TSH may charge the costs TSH reasonably incurred in the process of removing the Member Properties to You. You shall indemnify us for any claims of Members in relation to the removal of Member Properties by TSH. At the end of the Term, We will not forward or hold any of your mail and/or other packages delivered to Us. We will not be liable for any loss or damage if you fail to redirect the delivery of mail and/or packages to a different address.

6 PAYMENT

- 6.1 **First Payment** The first Payment is required before You can make use of your Membership. Upon receipt of the first Payment and once You have collected Your Access Card TSH will grant you access to the Home Hub starting from the Commencement Date of Your Contract. The first Payment includes:

- (a) the Membership Fee for the first month of Your Membership as specified in the Contract;



- (b) a welcome Fee (one-time fee); and
- (c) the Deposit, if applicable.

The invoice for the first Payment can be found in the Member App.

- 6.2 **Subsequent Payments / Monthly membership fees** Any subsequent Payments of the Membership Fee must be made using Direct Debit or credit card unless agreed in writing otherwise with TSH, on or before the first day of each month (**Payment Date**). All the invoices for the Membership Fees can be found in the Member App. Where payment is made by Direct Debit or recurring credit card, Your Payment will be automatically collected on or around the 27th of each month for the upcoming billing period.
- 6.3 **Direct debit authorization** If you choose payment via direct debit, You authorize TSH to initiate direct debit transactions from Your designated bank account for the payment of all amounts due under this Agreement. Such direct debits shall occur in accordance with the agreed payment schedule included in your Contract. You confirm that the bank account details provided are accurate and belong to You. You will ensure sufficient funds are available in the designated account on the due date of each payment. TSH is authorized to adjust the debit amount to reflect any changes to the agreed charges, with prior notification to You in accordance with the terms of this Agreement. You retain the right to cancel this authorization at any time by providing TSH with written notice, allowing at least 30 days for processing. Cancellation of this authorization does not absolve You of any outstanding payments due under this Agreement. TSH reserves the right to terminate this authorization upon written notice to You in the event of repeated failed payment attempts.
- 6.4 **Additional services** TSH may make additional services available to You, which You can find and purchase via the Member App. The costs for these additional services will be included on your monthly invoice.
- 6.5 **Late Payments** In the event TSH is not able to collect or only able to partly collect a Payment on the Payment Date, or if the Payment is reversed after the Payment Date, TSH will send You a default notice for the relevant Payment providing You with an additional payment period of ten (10) Business Days (or fourteen (14) calendar days for Consumers). If You fail to make the Payment within this additional period, TSH has the right to immediately suspend or terminate the Agreement in accordance with Article 4.8(c), regardless of the amount of the relevant late Payment and irrespective of any other rights TSH may have under the applicable law.
- 6.6 **Refund of Deposit (if applicable)** If You are using a Workspace or Office, we will check the Workspace and/or Office used by You and any of the Members pursuant to this Agreement ultimately on the last day of your Agreement to identify whether any damages were caused to the Workspace and/or Office by You or any of the Members. In addition, We will review any outstanding balances owed by You or any of the Members to Us. Any



identified damages and outstanding balances will be deducted from the Deposit. To the extent no damages or outstanding balances have been identified by Us, We will return the Deposit paid by You within two (2) months after the end of the Agreement. TSH reserves the right to claim damages exceeding the amount of the Deposit. You may not offset the Deposit against any Payments or any other claims due.

- 6.7 **Annual increase** Every first of January, TSH has the right to index the monthly Membership Fee with a percentage equivalent to the annual increase of the Italian Consumer Price Index (CPI) as published by the Italian National Statistics Institute (ISTAT). Notwithstanding the aforementioned, if You are a Consumer, the Membership Fee will not be increased, the first time, if the first of January falls within the first three (3) months of Your Membership.

7 SERVICES

- 7.1 **Description of the Services** From the Commencement Date and in return for the Payment, You have the right to use the Membership as set out on the Contract. You can view all the services associated with your Membership on the Member App.
- 7.2 **Experiences** As part of your Membership, you may have access to a variety of experiences and offerings within your Home Hub. However TSH cannot guarantee that all experiences will be available at your Home Hub or that they will fall within the scope of your Membership. Availability may vary depending on the specific TSH location, and certain experiences may be subject to additional terms, conditions, or charges.
- 7.3 **Buy-ups** As part of your Membership you are eligible to purchase certain additional services, such as a Workspace, an Office, and access to all other locations of TSH.
- 7.4 **Workspace** If you have chosen to use a Workspace or an Office, You are eligible to receive the following services:
- a) Access to and use of the Workspace or Office.
 - b) Regular maintenance of the Workspace or Office, including cleaning.
 - c) Furnishings for the Workspace or Office of the quality and in the quantity typically provided to other member companies with similar office space, workstations, and/or other workspace, as applicable.
 - d) Electricity for reasonable office use of the Workspace or Office.
 - e) Acceptance of mail and small package deliveries in connection with regular office use at the front desk during Business Day.
 - f) Access to and use of the shared internet connection.
 - g) Access to and use of the printers, copiers and/or scanners available to all members and member companies in the Home Hub, in each case subject to availability and payment of any fees applicable thereto.



- h) Access to and use of the meeting rooms at the Home Hub, in each case subject to availability, prior reservation, and payment of any fees applicable thereto.
- i) Use of common areas, kitchens and beverages made available for all Members.
- j) Opportunity to participate in Members-only benefits and promotions.

7.5 **Business address** If included in your Membership, you may use TSH's address as Your business address during the Term. Upon termination of the Agreement, You shall (i) refrain from using or communicating TSH's address as Your business address, (ii) refrain from any actions that may imply Your business address is still at TSH's address and (iii) take all necessary actions to deregister TSH's address as Your business address with all relevant authorities, including but not limited to government agencies, regulatory bodies, commercial registries and any other entities where Your business address has been registered or communicated. If You fail to deregister TSH's address as Your business address by the last day of Your Agreement, You hereby grant TSH a power of attorney to take all necessary actions on your behalf to deregister TSH's address with all aforementioned authorities.

7.6 **Penalty for not deregistering** Failure to comply with the obligations in Article 7.5(i)-(ii) will result in a penalty of EUR 100 per confirmed non-compliance. Failure to comply with the obligation in Article 7.5(iii) will result in a penalty of EUR 100 per day until You have deregistered Your business address at TSH's address. Additionally, any costs incurred by TSH due to Your non-compliance with Article 7.5 will be reimbursed by You. You also indemnify TSH against any third-party claim resulting from Your non-compliance.

8 MEMBERS

8.1 **Access** Every Member receives a Membership Card to your Home Hub. This Membership Card can be used for entrance to your Home Hub (including your Workspace or Office, if applicable) and can be used for printing and certain discounts. Members may also need this card for identification when they enter the Home Hub. When you sign up for Your Membership you have to create a private password that gives you access to the Member App. In case Members lose the Membership Card, the relevant access card will be blocked, and a fee of EUR 20 will be charged to that Member. With the exception of Guests, only Members may access the Member Spaces. Certain parts of the Home Hub may be publicly accessible.

8.2 **Member Account** . TSH does not accept any responsibility and/or liability whatsoever as regards the correctness, completeness and/or accuracy of the Member Account. The Head User has the right to adjust the Member Account.

8.3 **Head User** The Head User has the sole authority to alter or terminate the Agreement in accordance with its terms, and is the first point of contact for TSH for any and all matters



regarding the Agreement. Upon written request, the Head User shall provide TSH with a document evidencing that the Head User is authorized or has a legally valid power of attorney to represent and bind its company in all matters regarding the Membership and this Agreement.

8.4 **Updates to Member Account** When replacing or adding a Member on or to the Member Account, the Head User must provide TSH with the new Member's name, his/her email address and the effective date of the change as well as with the name of the Member that is to be removed from the Member Account (if applicable). Upon confirmation by TSH, the update of the Member Account will take effect. TSH will create a profile for all (new) Members on the Member App.

8.5 **Guests for Membership** Members are permitted to bring up to three Guests with them to the Home Hub at any one time. Guests of Members may access the following Member Spaces only: Grandmother, Sisi, Hub Restaurant, Clubhouse, and Rooftop Pool. All other Member Spaces, including the gym, are reserved for Members only and may not be accessed by Guests. You must register all Guests through the Member App in advance. Guests are required to check-in at the host Workspace, and TSH will notify You of their arrival. A Guest may not enter the Member Spaces without that Member being present. Members may not be separated from their Guests within the Member Spaces or allow their Guests to remain in the Member's Spaces when they leave. Members are responsible for ensuring that their Guests follow all House Rules, even when the Member is not in the company of their Guests. TSH reserves the right to terminate the Agreement with immediate effect if a Member's Guest violates the TSH House Rules.

8.6 **Guests for Workspace or Office** The terms of this article apply to Members who have a Workspace or Office in their Membership. Per Business Day, and during opening hours only, every Member may invite maximum two (2) Guests in the Workspace or Office for a maximum of one (1) hour. If the amount of Guests or the amount of hours of visit is or will be exceeded, the Member is obliged to book a meeting room or to purchase a day pass for the Guest. All Guests must be registered when entering the Home Hub.

(a) **Meeting rooms** Subject to availability, Members can book a meeting room for their Guests. Meeting rooms should be booked via the Member App. At all times, TSH reserves the right to rent meeting rooms to third parties and/or to use the meeting rooms and/or Member Spaces for events.

(b) **Workspace or Office not timely available** If TSH is unable to make the Workspace or Office available by the Commencement Date, TSH is not liable for any of the consequences thereof nor will this affect the validity of the Agreement. In such case, any Payments will be due from the date the Workspace or Office is made available to You and will be calculated on a pro rata basis for the first month after the



Commencement Date.

- (c) **Access to Home Hub** We, including any third parties designated by Us, reserve the right to access all Offices, with or without prior notice, for safety or emergency purposes or for any other legitimate purposes, including maintenance. To this end, We also reserve the right to temporarily (re)move furniture and/or other items present in the Office. We further reserve the right to temporarily alter and/or modify the Home Hub.

8.7 **Free Membership** If You have received a free membership, not all articles in these terms and conditions apply to You. Article 6.1, 6.2 and 6.3 shall not be applicable and the following provisions shall apply in place of the general terms. After the Initial Term has lapsed, your Membership will terminate without automatic renewal. You may terminate your Membership at any time by providing TSH with written notice 14 days in advance. The termination notice period shall commence on the first calendar day of the month following the month in which the termination notice was served.

8.8 **Committee Membership** A Member who serves on the TSH committee is eligible to receive a free Membership for the duration of their committee term ("Committee Membership"). Article 4.3 (Automatic Renewal) shall be amended as follows for Committee Memberships: after the lapse of the Initial Term, the Committee Membership will terminate without automatic renewal. Any renewal of a Committee Membership requires the prior written approval of the Director of Membership.

8.9 **Internet and technology**

- a) **WIFI** Every Member will get access to the WIFI-network of TSH, which is included in the Membership. TSH also offers a private WIFI connection which a Member can purchase in the Member App as an additional service. Due to WIFI-network failures, power outage or other reasons, loss of documents and/or files can occur. Members should back up their files frequently. We cannot be held responsible or liable for any claims, damages, losses or costs resulting or arising directly or indirectly from Members' use of or inability to use the WIFI-network of TSH, or the private WIFI connection, nor will there be any refund of Payments.
- b) **Software/technology** If you have included a Workspace or Office in your Membership, for the proper performance of any technical (computer) systems used by TSH, it may be necessary to install software on a Member's computer, tablet, or other electronic device. Further, upon a Member's request, We (or a third party engaged by Us), may assist in managing problems a Member may have in relation to any system(s). In this regard You agree that neither We, nor any third party engaged by Us: (i) are liable for any kind of damage to any Member's computer, tablet or other electronic device or system, such in the broadest sense of the word, which may result of (technical) support



and/or installation or (ii) offer any kind of warranty, either expressed or implied, regarding any of such technical support.

- c) **Hardware** Members can request to lease from TSH office hardware such as monitors, keypads, mouses, and video equipment, which a Member can purchase via the Member App. The Member accepts responsibility for the use, operation, and condition of the hardware equipment and shall be liable for any and all loss, theft, destruction, or damage due to any reason while the hardware is in the Member's possession. Upon termination or expiration of the Agreement, the Member shall return the leased hardware in the same condition as it was provided, subject to reasonable wear and tear. The Member shall be responsible for the costs of any repairs or replacements necessary to restore the hardware to its original condition.

9 USE

9.1 **Use of the Workspace or Office** If included in your Membership, you may use your Workspace or Office Hub for all commercial purposes which can reasonably be performed in an office as well as for private purposes. Members are not allowed to use the Workspace or Office for commercial activities that would not ordinarily be carried out in an office or which require the acquisition by the Member or TSH of compulsory consents, licenses, or permissions of any nature or as set out under Article 9.2.

9.2 Prohibited use of the Workspaces and Offices

- a) **Competition** (Employees of) companies that are, in the broadest sense, competitors of TSH are not allowed to use the Home Hub. Competitors may not be added to the Member Account or invited by Members as Guests.
- b) **Retail** Use of the Home Hub for retail purposes or other purposes than set out under Article 9.1 is not permitted.
- c) **Illegal activities** Use of the Home Hub for the purpose of any illegal activities or activities that may reasonably be considered to be against public decency, all in the broadest sense, are prohibited.

9.3 Safety and Security

- a) **Identified Damages** In case of any damage to the properties of TSH, including but not limited to damage to (entrance) doors and lockers, You are obliged to immediately report this after which TSH will repair the damage within a reasonable period.
- b) **CCTV Surveillance** For the purpose of safeguarding the security of all visitors to the Home Hub and their property, We may install video surveillance. . If we do so, We will inform You of such installation in accordance with applicable EU General Data Protection Regulation 2016/679 (**GDPR**). While we will use best efforts to protect the property of Members and their Guests, We strongly encourage You to takeout a fire



and theft insurance.

- c) **Other Members** We do not control and are not responsible for the actions of any other members and/or their guests. Should a dispute arise between members and/or their guests, TSH shall have no responsibility or obligation to participate, interfere, mediate or indemnify any party whatsoever.

9.4 **Privacy and intellectual property rights**

- a) **Privacy** In the context of our Services, TSH processes personal data of Members, this includes contact details, access logs and camera footage. For information regarding the processing of Members' personal data, including their rights please consult The Social Hub privacy statement which can be found on the website of The Social Hub (www.thesocialhub.co/privacy-policy).
- b) **Intellectual property** The (intellectual) property rights relating to design and content of TSH including but not limited to text, data files, photos, (still and / or moving) images, audio material are held by TSH or Our licensors. Without the prior written consent of TSH, any reproduction (including processing) and/or disclosure of intellectual property rights is prohibited.
- c) **Use of company name and trademarks** During the term of the Agreement and without prejudice to a Member's intellectual property rights, TSH is entitled to use a Member's company name(s) and/or trademark(s) for promotional purposes such as promotion for TSH on TSH's website. Members shall ensure that they have obtained, in writing, all permissions necessary for granting TSH the above mentioned rights.

10 **LIABILITY AND INDEMNIFICATION**

10.1 **Responsibility Head User** You are responsible for ensuring all Members on Your Member Account adhere to the terms of the Agreement and the House Rules. By entering into the Agreement, the Head User accepts liability for any damages TSH may incur as a result of its own, its Members', or Guests' breach of the Agreement and/or the House Rules.

11 **Waiver of Claims** To the maximum extent permitted by law, You on your own behalf as a Member and any Guests invite by You, waive any and all claims and rights against TSH and any party engaged by TSH, in the broadest sense, for any (physical) injury, damage to, destruction, theft, or loss of any property and/or person occurring on TSH premises or in relation to the Membership.

11.1 **General Limitation** TSH is not liable for any damages, costs, losses, or other harm suffered by You and/or any Guest.

11.2 **Insurance** In case You and/or any Guest is insured or could have been insured against any damages, costs, losses, or other harm incurred following or in connection with the Agreement, TSH is not liable for such damages, costs, losses, or other harm.



- 11.3 **Third Party Service Providers** In case You, any Member on Your Member Account, and/or any Guest incurs any damages, losses, or other harm following or in connection with a culpable failure on the part of a third party (service) provider engaged by TSH (for example, a security or cleaning company), TSH's aggregate liability is limited to the compensation it receives from the relevant third party for such damages, costs, losses, or other harm.
- 11.4 **Liability Cap** To the maximum extent permitted by law, TSH's liability is limited to direct damages only. In case TSH is found to be liable, TSH's aggregate liability towards You will never exceed the lower of (i) the total Membership Fees paid by You to TSH during the twelve (12) months prior to the claim arising, or (ii) the amount actually paid out under TSH's insurance coverage in respect of the damages incurred by You.
- 11.5 **Personal Property** In case property of Yours and/or any Guest (for example personal items, delivered packages, or mail) is damaged, lost, or stolen within the Member Spaces, TSH is not liable for any damages, costs, losses, or other harm incurred, unless You convincingly prove that the damage, loss, or theft occurred in the Member Spaces and was caused by the acts or omissions of TSH or any third party engaged by TSH.
- 11.6 **Indemnification** You will indemnify and hold harmless TSH, its affiliates, and any party engaged by TSH, in the broadest sense, against any and all claims, liabilities, damages, costs, losses, and expenses from third parties resulting from (i) any breach by You, any Member on Your Member Account, and/or any Guest of the Membership Agreement, these Terms and Conditions, or the House Rules, or (ii) any act, omission, or misconduct of You, any Member on Your Member Account, or any Guest.
- 12 **USE OF FITNESS AND SAUNA FACILITIES**
- 12.1 **Use at Own Risk** You use the fitness and sauna facilities entirely at Your own risk. Exercise and use of gym equipment, as well as use of the sauna, carries inherent risks of physical injury, and TSH is not liable for any injury, illness, or harm arising from those inherent risks.
- 12.2 **Health Declaration** You confirm that You are in good physical health and are not aware of any medical condition that would make it unsafe for You to use the fitness and sauna facilities. TSH strongly recommends that You consult a medical professional before commencing any exercise program or using the sauna if You are in any doubt about Your fitness to do so.
- 12.3 **Proper Use** You will use the fitness and sauna facilities in accordance with the House Rules, follow any instructions provided by TSH staff, and use equipment only for its intended purpose. TSH is not liable for any injury resulting from improper use of equipment.
- 12.4 **Personal Property** TSH is not liable for any loss, theft, or damage to personal property brought into the fitness facilities.



12.5 **Members Only** Access to the fitness facilities is restricted to Members only and is not available to Guests, in accordance with Article 8.5 and the House Rules.

12.6 **Mandatory Law** The foregoing is without prejudice to Article 13.3 and nothing in this clause excludes or limits liability that cannot be excluded or limited under applicable mandatory law.

13 MISCELLANEOUS

13.1 **Governing Law** The Agreement is construed under and governed by the laws of the Italy, with exception of its conflict of laws rules.

13.2 **Competent Court** In relation to any dispute arising out of or in connection with the Agreement, the House Rules or any agreement, document or instrument entered into pursuant thereto, the Parties shall first attempt in good faith to resolve the dispute. If Parties fail to resolve the dispute, the dispute shall exclusively be brought before the courts of Milan, Italy (*Tribunale di Milano*). Notwithstanding this Article, Consumers have the right to bring disputes to the court that is competent according to the applicable law and if TSH initiates proceedings against a Consumer, it will grant the Consumer one (1) month to indicate if he or she wishes to proceed before the competent court according to the applicable law instead of before the court of Milan.

13.3 **Consumer laws** Nothing in these general terms and conditions prevent Consumers from exercising any statutory rights they may have under the applicable law.

13.4 **Legal nature** You hereby acknowledge that: (i) the nature of the Agreement entered into with TSH is of a provision of services and that the use of the Home Hub is assigned for the purpose of providing the Services; (ii) the relationship between TSH and You is not that of lessor-lessee or landlord-tenant; and (iii) You are not granted lease, ownership or other real property rights with respect to the Home Hub.

13.5 **Severable Provisions** Each and every provision in this Agreement shall be considered severable. To the extent that any provision of this Agreement is (held to be) invalid or void, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

13.6 **Notices** Any and all notices under this Agreement may be given by email to the email address provided by the other Party.

13.7 **Disclosure of information** To the extent required by law, rule, regulation, court or government order or anything similar to these, We reserve the right to disclose information about You and the Members.

13.8 **Headings** The headings in this Agreement are for the ease of reference only and are not to be used to interpret or construe any provision of the Agreement. Any use of 'including', or 'such as' in this Agreement should be read as being followed by 'without limitation'.



- 13.9 **Assignment** You may not transfer or assign any of your rights or obligations under this Agreement without the prior written consent of TSH. TSH is entitled to transfer or assign any of its rights or obligations under this Agreement without the prior written consent from You. You hereby agree to cooperate with any such transfer of assignment with any such transfer or assignment (in whole or in part and to the extent necessary in advance).
- 13.10 **House Rules** The House Rules of TSH apply to all Members and Guests. If Members and/or Guests do not comply with (part of) the House Rules, TSH has the right to undertake action as described in Article 4.8(f) of this Agreement, notwithstanding its right to claim damages. It is therefore Head User's obligation to share the House Rules with the Members on its Member Account and Guests, and to ensure that these Members and Guests comply. TSH has the right to unilaterally amend the House Rules. Amendments take effect from the moment You are notified of the amended House Rules.
- 13.11 **Entire Agreement** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and may not be changed in any manner except in writing and executed by a duly authorized representative of both Parties.
- 13.12 **Amendment of the Agreement** TSH may unilaterally amend the terms and conditions of this Agreement, with a minimum thirty (30) days' notice period. If any such amendment results in a material adverse effect on Your rights or obligations under this Agreement, You may terminate the Agreement within thirty (30) days of receiving notice of the amendment, provided You can reasonably evidence such effect. Termination shall be effective on the date the amendment would otherwise take effect, without penalty.
- 13.13 **General Terms and Conditions** Any of Your general terms and conditions do not apply.
- 13.14 **Force Majeure** Neither Party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an event of Force Majeure. Where there is an event of Force Majeure, the Party prevented from or delayed in performing its obligations must immediately notify the other Party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in performing its obligations and that Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance and to fulfil its or their obligations.
- 13.15 **Conflict of terms** If there is a conflict or inconsistency between the terms of the Contract and these general terms and conditions, the terms of the Contract prevail.
- 13.16 **Survival of terms** Any provision that by its nature is intended to survive the expiration or termination of the Agreement, survives such termination. This includes, but is not limited to, Articles 4.8 last paragraph, 5, 6.5, 6.6, 7.5, 7.6, 9.4, 10, 11, 13.1 and 13.2.