



GENERAL TERMS AND CONDITIONS

TSH COWORKING 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** means an 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 the Netherlands.
- Coworking** means the co-working space, operated by Us and to be used by the Members as flexible office space, in accordance with the terms as laid down in the Agreement.
- Commencement Date** means the commencement date of Your Membership as specified on the Contract, being the first day You get access to the Workspace or Office which will either be the first calendar day of the month or, in the event of a Flex Membership, the first Business Day of the month.
- Common Area** means the common space available to the use of all members of Coworking, located in Coworking.
- Consumer** means any natural person acting for purposes which are outside his or her trade, business, craft or profession.
- Contract** means the sheet signed by TSH Coworking and You setting out specific terms regarding *inter alia* Your identity, the type of Membership, the Commencement Date, the Term and monthly 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 Coworking'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 Coworking 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.
- House Rules** means the house rules applicable in Coworking, which are an Annex to the Agreement.
- Member** means any person, whether natural or legal, with a Membership at TSH Coworking, as listed on the Member List. For the avoidance of doubt, this includes the Head User.
- Member List** means the list of Members as submitted by the Head User.
- Member Portal** means the online portal, where Members can check invoices, report complaints, book meeting rooms and change or update personal contact details.
- Member Properties** has the meaning ascribed to it under Article 3.2.
- Membership** means any of the different types of Memberships You may choose when You enter into the Agreement.
- Membership Fee** means the monthly fee due for the Membership.
- Office** means a private lockable office space located in Coworking.
- Parties** means You and TSH Coworking collectively.
- Party** means either You or TSH Coworking.
- Payment** means the payment of the Membership Fee and possible additional services, as described in more detail in Article 4.
- Payment Date** has the meaning ascribed to it under Article 4.2.



Services means the Services TSH Coworking provides to You as specified at the Contract and as set out in Article 5.

Signature Date means the ultimate date upon which the Agreement is signed by both Parties.

Term means the term of the Agreement, as described in more detail in Article 2.

TSH Coworking / We / Us means the affiliate (which is determined by the location) of TSH Group Holding B.V. that enters into the Agreement, as specified in the Contract.

Workspace means a workspace, either designated or non-designated, located in Coworking.

You / Your means the Head User.

2 TERM AND TERMINATION

2.1 **Effective Date** The Agreement is effective from the Signature Date.

2.2 **Term** The initial term of the Agreement is set out at the Contract ("Initial Term").

2.3 **Automatic Renewal:** Your Contract will be automatically renewed for successive periods equal to the Initial Term as set out at the Contract, unless this Agreement is terminated by one of the Parties in accordance with these terms.

2.4 **Termination for convenience after the Commencement** If you do not wish your Contract to be automatically renewed, you can terminate your Contract by written notice, by taking into account the following notification periods:

<u>Contract term</u>	<u>Notification period</u>
Month-to-Month	no less than 2 week notice period from the 1 st day of any calendar month
6 months	no less than 2 months' notice period prior to the end of the term
12 months	no less than 2 month's notice period prior to the end of the term

TSH will also have the right to terminate this Agreement at any moment by written notice, with due observance of a notice period of at least one (1) calendar month. If you are a Consumer, our notice period will be similar to Your notice period set out at the Contract.

2.5 **Suspension or termination for cause by TSH Coworking** TSH Coworking reserves the right to (temporarily) suspend its Services or, at its sole choice, terminate the Agreement with immediate effect pursuant to art. 1456 of the Italian civil code, in the event of:

(a) termination, expiration or material loss of the rights of TSH Coworking, which prevents TSH Coworking to perform under the Agreement;

(b) use of the Office or Workspace in breach with Article 6.1 and/or Article 6.2;

(c) any late Payments as set out under Article 4.5;

(d) a formal request for the suspension of payment or liquidation or other insolvency



proceedings in which You are involved;

- (e) a Force Majeure lasting more than fifteen (15) days; or
- (f) any other breach of this Agreement by You or any Members at Your Member List. If the breach regards a repairable breach, TSH Coworking 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 2.5, You remain liable for any amounts due under the Agreement and Contract and such termination will be without prejudice to TSH Coworking's rights to collect Payments or any other damages TSH Coworking may have incurred. TSH Coworking will not be liable to You, in any respect, in case of a suspension or termination in accordance with this Article 2.5.

3 (POST-)TERMINATION OBLIGATIONS

3.1 **Your last day** When Your Membership ends, You shall properly clean Your Workspace or Office and hand in your key-card ultimately on the last day of the Agreement. You are responsible that all Members at Your Member List (if any) adhere to this Article 3.1.

3.2 **Removal of Property** Ultimately on the last day of this Agreement, 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, which means any items present in the Workspace and/or Office, which is not TSH Coworking'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 Coworking has the right to remove of any of the Member Properties. For the avoidance of doubt, TSH Coworking will in such event have no obligation whatsoever to store and/or guard the Member Properties. TSH Coworking will not be liable for any damages or losses. If Member Properties are left behind, TSH Coworking may charge the costs TSH Coworking 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 Coworking. 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.

4 PAYMENT

4.1 **First Payment** The First Payment is expected before You can access the designated Coworking space. This payment can be completed either in advance or on-site via credit card, bank transfer, or point-of-sale terminal. Upon receipt of the First Payment, access to the space will be granted to You by TSH as of the starting date of your Contract. The first Payment consists of:

- (a) the Membership Fee for the first month of Your Membership as set out in the Contract; and
- (b) the Deposit.

The invoice for the First Payment can be found in the Member Portal, if you would like to pay via direct bank transfer to TSH Coworking, the bank account details are mentioned on the Contract.



- 4.2 **Subsequent Payments / Monthly Membership Fees** Any subsequent Payments of the Membership Fee shall be made via direct debit, bank transfer or any other method as selected in the Member Portal. The Membership Fee will be collected from Your bank account on a monthly basis on or before the first day of each month (**Payment Date**). The invoices for the Monthly Membership Fees are uploaded in Your Membership Portal.
- 4.3 **Additional services** As part of the Payment, and in addition to Your Membership Fee We will charge costs for additional services as used, such as a parking subscription, or extra prints (i.e. prints exceeding the amount of monthly free prints) and/or the additional use of meeting rooms or if applicable food & beverage consumptions. The costs for additional services will be included on your monthly invoice.
- 4.4 **Late Payments** In the event TSH Coworking 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 Coworking 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, a fine of EUR 250,- per month (or fraction thereof) will be charged, regardless of the amount of the relevant late Payment and irrespective of TSH Coworking's rights under Article 4.5 or any other rights TSH Coworking may have under the applicable law.
- 4.5 **Consequence of late Payment** In the event of a late Payment or Payment that is reversed after the Payment Date, TSH Coworking has the right to immediately suspend or terminate the Agreement in accordance with Article 2.4(c).
- 4.6 **Refund of Deposit** Ultimately at the last day of the Agreement, We will check the Workspace and/or Office used by You and any of the Members pursuant to this Agreement, in order to identify whether any damages were caused to the Workspace and/or Office by You or any of the Members. Damages will be deducted from the Deposit. To the extent no damage 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.
- 4.7 **Annual Increase** Every first of January, TSH Coworking has the right to index the monthly Membership Fee with a percentage equivalent to the annual increase of the (Italian) Consumer Price Index as published by Italian National Statistics Institute (ISTAT). Notwithstanding the aforementioned, if You are a Consumer, the Membership Fee will not be increased in accordance with this Article 4.7 if the first of January falls within the first three (3) months of Your Membership.

5 SERVICES

- 5.1 **Description of the Services** From the Commencement Date and in return for the Payment, You have the right to use the Office and/or Workspace set out on the Contract. You also have the right to certain services that are part of your Membership as described on the Contract
- 5.2 **Business address.** In case it is included in your plan, during the Term you may use Coworking's address as Your business address. Upon termination of the Agreement, You shall refrain from using or communicating Coworking's address as Your business address, and refrain from any behaviour that may create the impression that Your business address is still located at Coworking's address.
- 5.3 **Members**



- (a) **Access** Every Member receives a personal Coworking (entrance) card. This card can be used for entrance to the Workspace or Office and can be used for printing and certain discounts. Members may also need this card for identification when they enter Coworking. When you sign up for Your Membership at Coworking you have to create a private password that gives you access to the Member Portal. In case Members lose the entrance card, the relevant access card will be blocked, and a fee of EUR 20 will be charged to that Member.
- (b) **Member List** With the exception of Guests, only Members may access Coworking. TSH Coworking does not accept any responsibility and/or liability whatsoever as regards the correctness, completeness and/or accuracy of the Member List. The Head User has the right to adjust the Member List as set out under Article 5.3(d).
- (c) **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 Coworking for any and all matters regarding the Agreement. Upon written request, the Head User shall provide TSH Coworking 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.
- (d) **Updates to Member List** When replacing or adding a Member on or to the Member List, the Head User must provide TSH Coworking 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 List (if applicable). Upon confirmation by TSH Coworking, the update of the Member List will take effect. TSH Coworking will create a profile for all (new) Members on the Member Portal.

5.4 **Access to Workspaces and Offices**

- (a) **Guests** Per Business Day, and during opening hours only, every Member may invite maximum two (2) Guests in the Workspace or Offices 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 (as per Article 5.4(b)) or to purchase a day pass for the Guest. All Guests must be registered when entering TSH Coworking.
- (b) **Meeting rooms** Subject to availability, Members can book a meeting room for their Guests. Meeting rooms should be booked via the Member Portal. At all times, TSH Coworking reserves the right to rent meeting rooms to third parties and/or to use the meeting rooms and/or Common Areas for events.
- (c) **Workspace or Office Space Not Timely Available** If TSH Coworking is unable to make the Workspace or the Office available by the Commencement Date, TSH Coworking 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.
- (d) **Access to Work- of Office Space by TSH Coworking** We, including any third parties designated by Us, reserve the right to access all Workspaces and 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 Workspaces and Offices. We further reserve the right to temporarily alter and/or modify the Workspaces and Offices.



5.5 Internet and technology

- (a) **WIFI** Every Member will get access to the WIFI-network of TSH Coworking. 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 Coworking, nor will there be any refund of Payments.
- (b) **Software/technology** For the proper performance of the Member Portal and/or other technical (computer) systems used by TSH Coworking, 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 the Member Portal or other 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 of any software; or
 - (ii) offer any kind of warranty, either expressed or implied, regarding any of such technical support.

6 USE

6.1 **Use of the Workspaces and Offices** Members may use the Workspace and/or Office 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 and/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 under applicable law or as set out under Article 6.2.

6.2 Prohibited use of the Workspaces and Offices

- (a) **Competition** (Employees of) companies that are, in the broadest sense of the word, competitors of TSH Coworking are not allowed to use a Workspace and/or Office. Competitors may not be added to the Member List or invited by Members as Guests.
- (b) **Retail** Use of a Workspace and/or Office for retail purposes or other purposes than set out under Article 6.1 is not permitted.
- (c) **Illegal activities** Use of the Workspace and/or Office for the purpose of any illegal activities or activities that may reasonably be considered to be against public decency, all in the broadest sense of the word, are prohibited.

6.3 Safety and Security

- (a) **Identified Damages** In case of any damage to the properties of TSH Coworking, including but not limited to damage to (entrance) doors and lockers, You are obliged to immediately report this after which TSH Coworking will repair the damage within a reasonable period.
- (b) **CCTV Surveillance** For the purpose of safeguarding the security of all visitors to Coworking and their properties in Coworking, We may install video surveillance. In such a case We will inform you of such installation in accordance with applicable EU *General*



Data Protection Regulation 2016/679 (“GDPR”) as implemented in Italy by Law Decree n. 101/2018, concerning video monitoring and surveillance and We will install the signs as required by GDPR. We will undertake best endeavors to safeguard Members and Members’ Guests’ properties, but We 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 Coworking shall have no responsibility or obligation to participate, interfere, mediate or indemnify any party whatsoever.

6.4 **Privacy and intellectual property rights**

- (a) **Privacy** In the context of our Services, TSH Coworking 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 (thestudenthotel.com/privacy-policy).
- (b) **Intellectual property** The (intellectual) property rights relating to design and content of Coworking including but not limited to text, data files, photos, (still and / or moving) images, audio material are held by TSH Coworking or Our licensors.

Without the prior written consent of TSH Coworking, 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 Coworking on Coworking’s website. Members shall ensure that they have obtained, in writing, all permissions necessary for granting TSH the above mentioned rights.

7 **LIABILITY**

- 7.1 **Responsibility** Head User You are responsible for the adherence of all Members to the terms of the Agreement and the House Rules. By entering into the Agreement the Head User accepts liability for any damages TSH Coworking may incur as a result of Members’ or Guests’ breach of the Agreement and/or the House Rules.

- 7.2 **Waiver of Claims** To the maximum extent permitted by law, You, on Your own behalf and on behalf of the Members and any Guests, waive any and all claims and rights against TSH Coworking and parties engaged by TSH Coworking, such in the broadest sense of the word, resulting from (physical) injury or damage to, or destruction, theft, or loss of, any property and/or person

- 7.3 **Liability and indemnification** To the maximum extent permitted by law, TSH Coworking’s liability is limited to direct damages and any and all liability of TSH Coworking and/or any party engaged by TSH Coworking, such in the broadest sense of the word, will not exceed the total Membership Fees paid by You to Us under this Agreement during a period of twelve (12) months prior to the claim arising. To the maximum extent permitted by law, You will indemnify TSH Coworking and any party engaged by TSH Coworking, such in the broadest sense of the word, from and against any and all claims, liabilities, and expenses resulting from any act or omission by You, the Members or Guests.



8 MISCELLANEOUS

- 8.1 **Governing Law** The Agreement is construed under and governed by the laws of Italy, with exception of its conflict of laws rules.
- 8.2 **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 8.2, Consumers have the right to bring disputes to the court that is competent according to the applicable law, *i.e.*, under the Italian Consumer Code, in the place of residence or domicile of the consumer, if located in Italy.
- 8.3 **Consumer laws** Nothing in these general terms and conditions prevent Consumers from exercising any statutory rights they may have under the applicable law.
- 8.4 **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.
- 8.5 **Notices** Any and all notices under this Agreement may be given by email to the email address provided by the other Party.
- 8.6 **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.
- 8.7 **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'.
- 8.8 **Assignment** You may not transfer or otherwise assign any of your rights or obligations under this Agreement without the prior written approval of TSH Coworking. We are entitled to assign the Agreement and any rights and objections thereunder without your consent.
- 8.9 **House Rules** The House Rules of TSH Coworking apply to all Members and Guests. If Members and/or Guests do not comply with (part of) the House Rules, TSH Coworking has the right to undertake action as described in Article 2.4 of this Agreement, notwithstanding its right to claim damages. It is therefore Head User's obligation to share the House Rules with the Members and Guests, and to ensure that these Members and Guests comply. TSH Coworking has the right to unilaterally amend the House Rules. Amendments take effect from the moment You are notified of the amended House Rules.
- 8.10 **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.
- 8.11 **General Terms and Conditions** Any of Your general terms and conditions do not apply.
- 8.12 **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.

8.13 **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.

8.14 **Survival of terms** Any provision that by its nature is intended to survive the expiration or termination of the Agreement, survives such termination. This applies to Articles 1, 2.4 last paragraph, 3, 4.3 up to and including 4.6, 5.5(b)(i), 7 and 8.