

TERMS AND CONDITIONS - SPACE OPERATOR

1. DEFINITIONS AND INTERPRETATIONS

1.1. Capitalized phrases in the Terms have the following meanings:

- a) **ShareSpace** - means ShareSpace Sp. z o. o., registered under VAT number: PL 7010893925 and REGON: 38190094900000 and operating at the following address: ul. Poznańska 17/13, 00-680 Warsaw, Poland;
- b) **Tenant** - a Registered User who is looking for Space and has the ability to access the Platform in order to view Listings, send Requests and make Bookings;
- c) **Account** - means a set of resources kept for a Registered User accessible via creating a unique login and password,
- d) **Space Operator** ("Operator") - means a User registered as a Space Operator having a legal title to the Space, allowed to create and place Listings on the Platform;
- e) **Platform** - means the ShareSpace Internet platform, which associates Space Operators with Tenants. The platform is available at <https://www.sharespace.work> and any other subpages;
- f) **Space** - means all premises, in particular office spaces and other premises which are the subject of the Listing created by the Space Operator for Inquiry or for direct Booking by Registered Users;
- g) **Provisions of the Law** - all provisions of the generally applicable law on the territory applicable to the Space Operator's registration address. The provisions of the Law also include all generally applicable regulations adopted by the relevant EU institutions and binding in the European Union countries;
- h) **Terms** - means all declarations, commitments, conditions, and deadlines submitted & set out in this document;
- i) **Agreement with ShareSpace** - means a contract concluded between ShareSpace and the Space Operator for the use of the functionality of the Platform, in accordance with the Terms, concluded in document form under penalty of nullity;
- j) **Registration** - means the procedure of creating an Account
- k) **Inquiry to the Operator ("Inquiry")** - means taking up actual actions by the Tenant in order to start negotiations with the Space Operator
- l) **Booking** - means taking up factual actions by a Registered User through the Platform to negotiate with the Space Operator, in accordance with the Listing, concluded with the ShareSpace Agreement and payment of Remuneration to the Operator via the Payment Services System
- m) **Remuneration** - means fees payable to the Operator of the Space, payable by the Tenant as part of successful negotiations with the Space Operator in accordance with the provisions of the Agreement between the parties
- n) **Payments System** - means the entity providing payment services under applicable permits, with which ShareSpace concluded an agreement for accepting payments in the name and on behalf of ShareSpace as Remunerations and Commissions. The list of Payment Service Systems is included on the Platform;
- o) **Agreement** - means a contract, made available and edited by the Space Operator, concluded between the Space Operator and the Tenant, for the use of Spaces, listed or unlisted, offered by the Space Operator

- p) **ShareSpace Agreement** - means a contract, made available by ShareSpace, concluded between the Space Operator and the Tenant in a document form under the pain of nullity, for the use of Spaces, listed or unlisted, offered by the Space Operator. The ShareSpace contractual form is available at <https://www.sharespace.work/en/pages/documents>
- q) **User** - means a Registered User and an Unregistered User jointly;
- r) **Unregistered User** - means any person gaining access to the Platform by connecting to the Platform or any of its sub-domains;
- s) **Registered User** - means any person who has successfully passed the Registration process. Registered Users are divided into Space Operators and Tenants;
- t) **ShareSpace Commission** – a fee charged by ShareSpace from the Space Operator on Agreements successfully concluded as a result of the inquiry.

1.1. The appendices to these Terms constitute their integral part.

1.2. The content of these Terms shall prevail over any other business agreements.

1.3. Each reference to the Law is a reference to the relevant provisions of law along with their subsequent amendments, supplements or provisions replacing them, taking into account the transitional provisions.

2. GENERAL PROVISIONS

2.1. These Terms define the principles of the Platform's operation and its functionalities, rules of access to the Platform, rights and obligations of Space Operators, rules for concluding an Agreement with ShareSpace and the rights, obligations and liability of ShareSpace.

3. DECLARATIONS AND ASSURANCES

3.1. By Registering and each time creating a Listing, the Space Operator declares that:

3.1.1. he/she has full legal capacity to the Space and that there are no legal or factual evidence that would prevent the Space Operator from acting pursuant to the Terms and entering into an Agreement with ShareSpace;

3.1.2. information provided by the Space Operator through the Platform and all other information provided to ShareSpace is: complete, consistent with the legal status, reliable and true;

3.1.3. in the event of a Booking the payment of Remuneration between the Space Operator and the Tenant, will be made through the Payment Services System to which access will be obtained by the Account;

3.1.4. consents to receive from ShareSpace, and authorizes ShareSpace to send to him/her any correspondence related to these Terms, in particular the in relation to the handling of the Platform, via e-mail sent to the address provided during Registration.

3.1.5. is aware that ShareSpace does not support any Users and that, although the Platform requires Registered Users to provide accurate information about themselves, ShareSpace: (i) confirms the identity of users on its own and (ii) is not liable for any damage or loss resulting from interaction with other Users, in accordance with art. 12 below;

- 3.1.6. the Space Operator assures ShareSpace about the reliability, accuracy, and completeness of the information provided to ShareSpace by the Space Operator during Registration;
 - 3.1.7. consents to the sharing of information obtained by ShareSpace during Registration, via the Platform;
 - 3.1.8. concludes the ShareSpace Agreement in the scope of its business activity;
 - 3.1.9. has a legal title to the Space that makes it possible to use the Platform as a Space Operator, in particular, is an owner, or a tenant of the Space and has the right to sub-let the space
 - 3.1.10. all spaces that are the subject of the Listing are: (i) free from any conditions or defects that could pose a threat or a risk to the safety of individuals; (ii) clean and ready for use at the beginning of each period specified in the Booking or Agreement; (iii) in a safe state and in accordance with the Law Regulations including the local construction law; (iv) available to the Tenant during the period specified in the Booking or Agreement;
 - 3.1.11. is aware that the use of the Payment Services System and accepting Bookings depends only on the will of the Space Operator.
- 3.2. ShareSpace declares and provides the Space Operator that:
- 3.2.1. it has a full and exclusive legal title to the Platform;
 - 3.2.2. The platform is covered by the rights that belong only to ShareSpace;
 - 3.2.3. services specified in the Terms will be provided with due diligence

4. PRINCIPLES OF PLATFORM OPERATION AND ITS SPECIFICATIONS

- 4.1. The Platform enables Registered Users to negotiate via the Inquiry in order to conclude the Agreement and also, where applicable, to make Bookings when made available by the Operator. In order to conclude the Agreement, it is necessary to submit declarations of will by the Space Operator on one side and the Tenant on the other.
- 4.2. The functionality of the Platform allows: (i) Unregistered Users to set up an Account, and browse Listings; (ii) Space Operators to place Listings visible to other Users, accepting communication from Tenants in the form of Inquiry and collecting Remuneration for Bookings through the Payment Services System; (iii) Tenants to send Inquiries or make Bookings and pay Remuneration; (iv) for Tenants and Space Operators to directly communicate with each other, including sending messages and documents via the Platform (v) for Tenants and Space Operators to conclude Agreements by signing documents and statements of will in online document form.
- 4.3. ShareSpace is not a party to the Agreement.

5. REGISTRATION OF THE SPACE OPERATOR

- 5.1. Registration of the Space Operator is carried out via the Platform.
- 5.2. Only legal entities and organizational units without legal personality but those that can acquire rights and incur liabilities in their own name can be Space Operators.

5.3. The ShareSpace agreement is concluded on the terms and conditions set out in the Terms upon confirmation of the content of these Terms in the appropriate window during registration.

5.4. After filling out and confirming the data in the Registration form, ShareSpace sends to the e-mail address provided by the Space Operator a confirmation of the completion of the Registration process.

5.5. In order to gain access to all functionalities of the Platform, a Space Operator is obliged to activate the Account.

6. LISTINGS

6.1. Only the Space Operator can create Listings.

6.2. Listings are subject to verification and acceptance by the internal system ShareSpace.

6.3. The Space Operator is responsible for the content of the Listing, in particular for its compliance with the Law.

6.4. The Listing is created by completing the listing creation wizard and requires providing, in particular, the following information about the Space: location, area meterage, number of available workplaces, description of the Space, facilities provided by the Space Operator, availability of space in time and headline pricing. Each Space must have an address.

6.5. Each Listing will be subject to approval by ShareSpace before it is placed on the Platform. ShareSpace may ask the Space Operator to provide additional information or to perform additional activities deemed necessary at its own discretion. ShareSpace reserves the right to accept or reject the Listing in its sole discretion.

7. INQUIRY

7.1. After each Listing is published on the platform, Tenants will be able to send a direct Inquiry to the Operator, acting in confidence in the information contained therein.

7.2. For all Inquiries to the Operator, ShareSpace will notify the Space Operator of potential Tenants. Upon receipt of an Inquiry ShareSpace will inform the Space Operator via the platform and e-mail sent to the address provided during Registration.

7.3. After receiving the Inquiry, the Space Operator will receive the following information regarding the Tenant who sent it: (i) first and last name; (ii) the name of the Tenant's company; (iii) profile photo; (iv) non-binding information about the space the Lessee is interested in; (v) a private message from the tenant; (vi) the contact telephone number and tenant's e-mail address.

7.4. Within 24 business hours from the moment of receiving the Inquiry, the Space Operator has the right to reject the contact to the Tenant. In the absence of a response from the Space Operator, ShareSpace acknowledges that it has accepted the receipt of the Request.

7.5. Rejection of the Inquiry is possible only if the Space Operator has already received the Request from the same Tenant from a source other than ShareSpace in the last 3 months preceding the date of the Inquiry.

7.6. ShareSpace reserves the right to verify and accept or deny the rejection of the Inquiry, in particular regarding the origin, date, and scope of receipt of the Inquiry.

7.7. After receiving the Inquiry, the Space Operator undertakes to contact the Tenant and start negotiations, also in the scope of the Agreement.

7.8. In the case of entering with the Operator of the Contract Space by the Lessee sending the Request via the ShareSpace platform (or a directly related, dependent or associated entity with such a Tenant) Space Operator undertakes to send by email or through a ShareSpace account notifications, no later than 7 business days from the date of signing agreement. The notice should include: (i) the date of commencement of the service provider in accordance with the Agreement; (iii) the duration of the Agreement and the number of fees to be paid by the Tenant under the Agreement.

7.9. In the case of concluding with the Space Agreement Operator by the Renter sending the Request via the ShareSpace platform (or a directly related, dependent or associated entity with such a Tenant), ShareSpace will receive a Commission.

7.10. The amount and detailed method of calculating the ShareSpace Commission is set out in Annex No. 1 to the Terms.

8. BOOKING

8.1. The operator has the option of voluntarily adding each Listing up for direct Booking.

8.2. After publishing a Listing in Booking mode on the Platform, the Tenants will be able to make a Booking, acting in confidence in the information contained therein.

8.3. The Platform will inform the Space Operator of each Booking via the platform and an e-mail sent to the address provided during the Registration.

8.4. After making a Booking, the terms of the Listing for the Tenant who made the Booking cannot be changed, subject to the provisions below.

8.5. Within 24 hours of the Booking, the Space Operator is obliged to either accept the Booking or reject it. If there is no response from the Space Provider, ShareSpace acknowledges that the Operator has rejected the Booking.

8.6. The platform allows Tenants to make Bookings on hourly and daily terms (no more than 30 days) as well as monthly (from 1 to 36 months);

8.7. After accepting the Booking, the Space Operator undertakes to conclude an Agreement with the Tenant, based on the form of the ShareSpace Agreement available at: <https://www.sharespace.work/pl/pages/documents>.

8.8. For all Bookings on hourly or daily terms, the Remuneration paid by the Tenant under the ShareSpace Agreement takes place entirely in advance and only through the Payment Services System.

8.9. For all Bookings on a monthly basis, payment of the Remuneration by the Tenant under the ShareSpace Agreement takes place: for the first month in advance, and for the subsequent months periodically, once a month, only through the Payment Services System.

8.10. In the case of a monthly Booking, ShareSpace will notify the Tenant of upcoming payments under the ShareSpace Agreement, as specified in the Booking.

8.11. In the case of the Space Operator concluding an Agreement with a Tenant (or an entity directly related, dependent or associated with such a Tenant) who made a Booking via the Platform ShareSpace will receive a Commission.

8.9. The amount and detailed method of calculating the ShareSpace Commission is set out in Appendix No. 1 to the Terms.

8.9. The Space Operator may stipulate that he will collect a deposit from the Tenant. The deposit will be paid to the Space Operator together with the Remuneration for the first term, through the Payment Services System.

8.10. The Operator agrees and authorizes ShareSpace to automatically issue VAT invoices to the Tenant, for paid Remuneration and all other fees in accordance with the Booking, on behalf of the Space Operator, through the platform, in trust to the data provided by both parties.

8.11. Aforementioned invoices will be delivered to the Tenant and Space Operator by e-mail and will be available for download via the Platform. VAT invoices will be issued on the day of booking commencement and, where applicable, on the first day of subsequent months in relation to the Booking

9. BOOKING CANCELLATION

9.1. In the case of an hourly or daily Booking, the Tenant may cancel the Booking via the Platform, not later than 48 hours before the Booking start date, and request a refund of the Remuneration.

9.2 In case of a monthly Booking the Tenant may cancel the Booking via the Platform, not later than 14 days before the Booking start date, and demand a refund of the remuneration for the first month and full refund of the deposit.

9.3. ShareSpace will confirm every Booking cancellation to the Space Operator in the form of an e-mail, sent to the address provided during Registration.

9.4. The remuneration for a cancelled Booking where the Tenant is not entitled to a refund is transferred to the Space Operator on the day of the Booking start. The remuneration for a cancelled Booking will be reduced by the ShareSpace Commission.

9.5. All refunds will be made to the bank account assigned to the Tenant's payment method.

10. PAYMENT SERVICES SYSTEM

10.1. The only payment method on the ShareSpace portal is the Payment Services System provided by Blue Media S.A. with its registered office in Sopot, Poland at ul. Powstańców Warszawy ("BlueMedia"), entered into the Register kept by the District Court Gdańsk-Północ VIII Commercial Division of the National Court Register under the number KRS 0000320590

10.2. The Blue Media Payment Services System makes payment available through the following available payment methods: Payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro, Online payments: Electronic payment forms operated by Blue Media.

10.3. Information and terms of using the BlueMedia Payment Services System are available at <https://bluemedi.pl>



10.4. Provided that the Tenant has paid the Remuneration in the appropriate amount, ShareSpace will provide the Space Operator with Remuneration for the Booking less the

ShareSpace Commissions to the bank account of the Space Operator provided during the Registration, via the Payment Services System.

10.5. The remuneration paid by the Tenant in accordance with the Booking, reduced by the Commission, is transferred to the Space Operator on the day the Booking via the Payment Services System.

10.6. For all Bookings, the ShareSpace Commission is deducted from the Remuneration via the Payment Services System.

11. OTHER OBLIGATIONS OF USERS AND THE RIGHTS OF SHARESAPCE

11.1. The User is obliged to use the Platform in accordance with the Law, the Terms and common good practices. Users are not allowed to send unlawful content that violates the Terms or good customs as part of using the Platform.

11.2. No data, information, materials, graphics, as well as their layout or composition and trademarks contained in the Platform, may be used for purposes other than those specified in the Terms, in particular by copying in whole or in part, transferring, aggregating and processing without prior written consent of ShareSpace. All data, information, materials, graphics, as well as their layout or composition and trademarks contained within the Platform, are the subject of exclusive rights, including copyright and intellectual property rights of ShareSpace.

11.3. The User is obliged to update the data provided during the Registration each time they are changed.

12. TERM OF THE THIS AGREEMENT AND ITS TERMINATION

12.1. The Agreement with ShareSpace is concluded for an undefined period of time.

12.2. Both the Space Operator and ShareSpace may terminate this agreement with a one-month notice period, by closing the Account using an appropriate form available through the Platform.

12.3. Termination of this agreement does not affect the obligation to pay any outstanding ShareSpace Commission.

12.4. ShareSpace may terminate this agreement at any time without observing the notice period referred to in art. 12.2 above, in case of: (i) when, according to ShareSpace, the Space Operator has violated Art. 11.1 or 11.2 above; (ii) when the Space Operator Delays the payment of the ShareSpace Commission for a period longer than 10 Business Days after the payment deadline specified in the VAT invoice issued; (iii) when ShareSpace has doubts as to the completeness, accuracy or reliability of information provided by the Space Operator during or after Registration.

12.5. The expiry of the notice period referred to in art. 12.2 above or termination of this agreement without notice shall result in blocking the Account and its deletion and deletion of any Listings of the Space Operator.

13. LIABILITY

13.1. ShareSpace may introduce technical breaks in the functioning of the Platform.

ShareSpace will not be liable for any damages, financial losses, lost profits or expenditures incurred by the Operator, related to the lack of access to the functionality of the Platform.

13.2. ShareSpace is not liable for any damages, financial losses, lost profits or expenditures of the Space Operator related to unskilful or faulty use of the Platform.

13.3. The Space Operator is fully responsible for protecting the password to the Account.

The Space Operator undertakes not to disclose the Account password to third parties. The Space Operator undertakes to immediately notify ShareSpace about any unauthorized use of their Account.

15. CHANGES TO THE TERMS

15.1. ShareSpace reserves the right to make changes to the Terms and it's appendices in the event of at least one of the following reasons: (i) the obligation to adapt the Terms to the Regulations of the Law or court decisions, resolutions, recommendations, guidelines or other relevant acts issued by public administration bodies or offices; (ii) changes to the Law; (iii) the need to adapt the Terms in accordance with changes in the general economic conditions; (iv) changing the scope or manner of providing services on the basis the Terms; and (v) if such necessity arises from a ShareSpace decision.

15.2. ShareSpace undertakes to inform the Space Operator about changes in the Terms or via the Platform, and via e-mail sent to the address provided during Registration no later than 14 days before the proposed date of entry into force of the changes.

15.3. The introduction of changes in the Terms that do not limit the rights of the Operator of the Space and that do not extend his existing responsibilities do not require notice period specified in art. 15.2.

16. PERSONAL INFORMATION

16.1. The Privacy and Personal Data Processing Policy available on the Platform at <https://www.sharespace.work/en/documents>, is an inseparable element of these Terms. It is necessary to get acquainted with it and accept its content.

17. FINAL PROVISIONS

17.1. In all circumstance where contact is required, ShareSpace can be reached via the contact form contained in the Platform or at the e-mail address: contact@sharespace.work.

17.2. In the event that any of the provisions of the Terms prove invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions and the terms of the Agreement with ShareSpace.

17.3. The law applicable to the Contract is the law applicable to the Space Operator country of residence.

APPENDIX NO. 1 TO THE TERMS - THE METHOD OF CALCULATING THE SHARESPLACE COMMISSION

1.1. In the case of a conclusion of an Agreement between a Tenant (or an entity directly related, dependent or associated with such a Tenant), and a Space Operator through sending an Inquiry or making a Booking via ShareSpace, ShareSpace will receive a Commission.

1.2. The ShareSpace Commission is set at the amount of:

1.3. In the event of the Operator concluding an Agreement with the Tenant for hourly or daily term (up to 30 days): 20% of the total fees resulting from the Agreement.

1.4. In the event of the Operator concluding an Agreement with the Tenant for a monthly term (1 or more months):

1.4.1. In the case of a contract concluded for a defined period, 10% of fees resulting from the Agreement, invoiced up front for the duration of the contract, for a period not longer than 12 months from the date of the conclusion of the Agreement

1.4.2. In the case of an agreement concluded for an indefinite period, 10% of fees resulting from the Agreement, invoiced monthly for the duration of the contract, for a period not longer than 12 months from the date of the conclusion of the Agreement.

1.5. The ShareSpace commission will be increased by the applicable VAT rate.

1.6. The Space Operator agrees to receive VAT invoices for the Commission in electronic form to the e-mail address provided by the Space Operator during the Registration process. The invoice will be considered delivered if it is introduced by ShareSpace into electronic means of communication in such a way that the Space Operator can become familiar with its content. The commission, if not deducted automatically by the Payment Services System in the case of a Booking, will be payable within 7 days.

1.7. If, within 12 months from the date of conclusion of the Agreement, the parties of this Agreement will conclude a new Agreement or annex to the present Agreement as a result of which the Tenant indicated by ShareSpace (or a directly related, dependent or associated entity with such a Tenant) will take on additional Spaces or extend the valid Agreement with the Space Operator, ShareSpace will receive a separate remuneration calculated in accordance with the principles set out in Art. 1.4.1. and 1.4.2. of this Annex for a period not longer than 12 months from the date of signing the original Agreement.