Kerlin Hospitality e.K. - Pariser Straße 37 - 10707 Berlin

House rules Space37

§ 1 No unlawful or illegal use of the premises and furnishings; security

(1) The use of the services and facilities offered by Space37 for any purpose that is unlawful or excluded in these Terms of Use is prohibited.

(2) In particular, the user undertakes not to use the facilities in such a way as to cause damage, destruction or overloading (such as network, printing technology and furniture) or to cause disruption to other users. The customer shall be liable for damage to equipment and technical infrastructure, including for its employees and vicarious agents, in accordance with the general legal provisions.

(3) The user does not accept any attempts to gain unauthorized access to the IT infrastructure through hacking or similar methods.

(4) The use of Space37's services and infrastructure for the activities listed below is prohibited and constitutes a breach of contract which may lead to termination of the contract:

a) Organization/sending of illegal competitions, MLM (snowball systems), chain letters, spam e-mails or other types of unsolicited messages or advertising (both private and business)

b) Defamation, harassment, stalking, threats or other violations of legal norms (such as protection of privacy, personal rights) of persons or companies inside or outside the office premises;

c) Dissemination of immoral, offensive, pornographic or other illegal material or data via the infrastructure provided by the operator;

d) unauthorized distribution or provision of images, photographs, moving images, software or other material that is subject to third-party intellectual property (e.g. copyright and trademark law), unless the user is the rights holder or is authorized to distribute it;

e) Distribution of data containing viruses, Trojans, worms, bots or other malware;

f) illegal uploading and downloading of copyrighted data, especially in P2P file-sharing networks;

g) Obstructing or preventing other users from accessing and using the operator's services and infrastructure

h) unlawful acquisition of personal data or other legally protected information of other users, in particular their e-mail addresses, without their consent;

(5) The coworking space is reserved for members only. All visitors must be registered by e-mail (coworking@space37.berlin) or telephone prior to admission and present a valid photo ID.

(6) Interior doors must always remain closed.
(7) All tables must be completely cleared at the end of the working day.

(8) Any damages resulting from an infringement (in accordance with paragraphs 1-4) shall be borne in full by the User. In the event of serious incidents, Space37 reserves the right to extraordinary termination (see also §10 Contractual penalties). Criminal offenses can be reported to the investigating authorities.

(9) The freely accessible areas (entrance areas, kitchen & coworking space) are monitored with video technology for the safety of all users and to prevent and prosecute any criminal offenses. The recordings obtained in this way are stored for a reasonable period of time and then deleted. They are only handed over to the responsible authorities for the purpose of criminal prosecution and are otherwise not passed on to third parties.

(10) Lost items or items left overnight in the generally accessible areas (flex desk etc.) will, if found by Space37 employees or handed in to them, be kept at the head office and returned to the owner free of charge against suitable proof of ownership. Users are requested to mark items of a certain value with their name. In accordance with § 968 BGB, Space37 is only liable for intent and gross negligence when storing items. Items will be handed over to the municipal lost and found office at the earliest one month after they are found.

§ 2 Access conditions and rules of conduct

(1) Access to Coworking Space37 is possible for users during the general opening hours Monday to Sunday from 8 am to 10 pm. On a maximum of 3 days per month, the coworking space may not be available; members will be informed of this at the beginning of each month via app or e-mail.

(2) Access is via digital keycard in the Kerlin app.

(3) Overnight stays (sleeping) are not permitted in the entire property. Rooms in the adjacent hotel (Boutique Hotel Kerlin - www.kerlin.berlin) must be booked for this purpose.

(4) It is prohibited to grant access to unauthorized persons (those without valid access authorization or a valid contract with "Space37" and therefore

not authorized to enter) without written confirmation from the operator. Infringements will result in termination without notice and without entitlement to reimbursement of payments already made. Any resulting consequential damages shall be borne in full by the respective user.

(5) Any furniture may not be moved without prior consultation with the crew. Areas and rooms must be left as you would like to find them yourself. When leaving the room in the evening, the lights must be switched off and all doors to the kitchen and windows must be closed. The emergency exit door in Space37 is only to be used in an extreme emergency.

(6) As a general rule, anything that disturbs other users is prohibited. This means in particular

a) Food and drinks: The consumption of brought-in food is only permitted if other coworkers are not disturbed. Cold and less odor-intensive food may be consumed at the workplace, but care must be taken to ensure that other users are not disturbed and that the premises and furnishings are not damaged. Do not prepare odor-intensive food in the kitchen. Used dishes must be returned to the kitchen and put in the dishwasher. Waste must only be disposed of in the kitchen.

Food and drinks that you have brought yourself may only be stored in the refrigerator if they are labeled. Keep an eye on the best-before date and condition of the food. The fridge is emptied on Sundays and any remaining food is disposed of. Only consume drinks (coffee and tea) purchased from the drinks flat rate yourself and do not give them to guests or external persons.

b) Phone calls / conversations: Phone calls are only permitted if other coworkers do not feel disturbed or annoyed by them. Cell phones, smartphones, etc. are to be used on a minimum volume or set to vibration mode. The lobby area is exempt from this regulation.

c) Fair use: The available resources must be used sparingly and sensibly. Use that exceeds normal consumption must be remunerated additionally.

d) Order: All users must dispose of their own waste in the bins provided and observe the waste separation rules.

e) Smoking is only permitted on the terrace (outside). Consideration must be given to others present.

f) Please do not sit on tables or other surfaces.

g) Children may only be brought with the permission of Space37. They must be supervised at all times by a parent or guardian. They should only be in the lobby at all times.

h) The volume in the rooms, in front of them and on the terrace must be kept reasonable at all times. The night's rest must be strictly observed.

i) The terrace may only be entered from 08:00 - 22:00.

(7) Space37 exercises domiciliary rights and is entitled to expel users from the premises in the event of gross violations of these house rules. If damage or soiling is detected, please inform the staff directly - in person, by e-mail or by telephone. The Space37 telephone number is not available after 7 pm. There is an emergency number which is announced by the answering machine. It is only to be called in urgent cases.

(8) In addition, the General Terms and Conditions of Space37 apply.

Status: April 2024

I hereby declare that I have read the house rules of Space37 and agree with them.

_____
__
Name, date and signature of member