

Terms of use / General Terms and Conditions Space37

§1 General

(1) The following terms and conditions apply to all services provided by Space37, operated by Kerlin Hospitality e.K., Pariser Straße 37, 10707 Berlin, to its customers / contractual partners (hereinafter referred to as "Users"). Terms and conditions of the Customer that contradict or go beyond these GTC shall not apply without the express written confirmation of Space37.

(2) This offer is aimed at both private customers and business customers (natural or legal persons who are acting in the exercise of their commercial or independent professional activity when concluding this contract).

§2 Service description

(1) Space37 offers the rental and provision of individual co-working spaces, including the following services:

- a. Provision of an internet, electricity and water connection
- b. Heating the room c. Cleaning the room and waste disposal

(2) Depending on the selected tariff, the possibility of using certain services is limited to a certain type of use and/or a certain time. The type and scope of the service depend on the type of use selected by the contractual partner, which is agreed in this contract of use.

(3) The workstations are equipped with: Table, chair, power connection and WLAN.

(4) Users are not entitled to a specific place.

(5) The user must inspect the equipment in detail before the start of the contractual relationship and report any defects, otherwise it shall be deemed to be in accordance with the contract.

(6) The workstations may only be used by the customer for the business and purpose specified in the contract. A change of the business purpose requires the express written consent of Space37. A violation of this provision entitles Space37 to terminate the contract without notice. The rights arising from the Contract of Use are generally not transferable.

(7) Depending on the type of contract selected, use is restricted to a certain type of use and/or certain times. The regular opening hours are

Mon-Sun from 7 am to 10 pm. The prices can be found in the current tariff list (see www.space37.berlin).

(8) The usual use of the available resources / infrastructure is included in the price. If the contingent is exceeded, the services will be invoiced to the customer.

(9) The meeting rooms are available to all contractual partners for a fee in accordance with the price list. Activities such as photo shoots or the production of video films are not permitted in the rooms.

(10) Space37 may carry out repairs, repairs and structural changes that are expedient for the maintenance and expansion of the building or the workplace or for the prevention of dangers or the elimination of damage, after setting a reasonable deadline, in consultation with the User. In the event of imminent danger, no consent of the user and no deadline need be set. In this case, the user is obliged to make his workplace

accessible at all times and, if necessary, to clear it immediately. All costs resulting from failure to do so shall be borne by the user (replacement costs, damage caused by delay). The user may not reduce the usage fee due to appropriate work.

§3 No illegal or unlawful use

(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, overloading (such as network, printing technology and furniture) or to cause disruption to other users.

(3) Unauthorised access to Space37's IT infrastructure through hacking or similar methods is prohibited.

(4) The use of space37's services and infrastructure for the activities listed below is prohibited and constitutes a breach of contract that 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 and outside Space37;

- c) Distribution 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) Any damages resulting from an infringement (in accordance with §3 paragraphs 1-4) shall be borne in full by the user. In the event of serious incidents

"Space37" reserves the right of extraordinary termination (see also §10 Contractual penalties). Criminal offenses can be reported to the investigating authorities.

§ 4 Access conditions and rules of conduct

(1) Access to Coworking Space37 is possible for users during general opening hours, Monday to Sunday from 8 am to 10 pm.

(2) If Space37 is unable to fulfill service obligations due to official requirements (e.g. due to a pandemic), operations will be suspended. Users will not have access to the Space37 premises during the period of suspension of operations.

(3) Users undertake to comply with generally recognized rules of social conduct. These are based on the norms that are essential for a prosperous coexistence in the spaces of Space37. In particular, discrimination on the grounds of "race" or ethnic origin, gender, religion or ideology, disability, age or sexual identity is prohibited and will not be tolerated by Space37.

(4) The viewing of content that glorifies violence, pornography, racism or other criminal content on computers, mobile devices (cell phones, tablets or notebooks) and other electronic devices is prohibited in all areas.

(5) Overnight stays are not permitted in Space37, therefore a room must be booked at the Boutique Hotel Kerlin (www.kerlin.berlin).

(6) 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.

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

a) Food and drinks: The consumption of food brought in is only permitted in the designated areas. Cold and less odor-intensive food may also 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. Waste must only be disposed of in the kitchen. Used dishes must be placed in the dishwasher or in the sink.

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

c) Fair use: The available resources must be used sparingly and sensibly. Use that exceeds normal consumption must be remunerated additionally. See also § 6 para. (7)

d) Tidiness: All users must dispose of their own waste in the bins provided and observe the waste separation rules. Dishes must be put in the dishwasher after use.

(8) Space37 exercises domiciliary rights and is entitled to expel users from the premises in the event of gross violations of these house rules.

(9) Space37 is entitled to rearrange the layout and placement of the workspaces at any time without giving reasons. Affected Users must acknowledge any changes to the space arrangements and implement any changes that may result for them.

(10) Maintenance work, repairs and other construction work may be carried out by Space37 to maintain, improve and expand the premises and workplaces or to avert danger and damage after a reasonable period of time following consultation with the User concerned. A deadline and the User's consent are not required in the event of imminent danger. Users are obliged to keep their workplace accessible in the event of one of the

aforementioned cases occurring and, if necessary, to make it accessible immediately. clear. Any costs resulting from non-compliance with these rules shall be borne by the user. A reduction of the usage fee is excluded in the event of necessary work.

(11) Visitors to the premises of Space37 who are not users of Space37 (external visitors) must be registered by a user via e-mail to coworking@space37.berlin or by calling 0308871650 and admitted by purchasing a day pass before entering the premises.

(12) The subletting of rented workspaces to third parties is prohibited without the express permission of Space37.

(13) The digital key in the app records users' usage times and can deny access to the coworking space when the maximum number of usage days is reached.

(14) In times of pandemic, users are obliged to comply with the legal measures.

§ 5 Conclusion of contract

(1) The services presented on the website www.space37.berlin are merely non-binding invitations to the Client to submit an offer to Space37.

(2) By requesting a service displayed on www.space37.berlin (by clicking on the "Submit" button), the Client submits a binding offer to Space37 to conclude a contract for the selected service.

(3) After Space37 has received the Client's request, it will reply to the Client by e-mail. Upon receipt of the Client's request, Space37 will review it and inform the Client as soon as possible whether the request is accepted (order confirmation). Space37 is not obliged to accept a request for the conclusion of a contract. Upon receipt of the order confirmation, a binding contract exists.

(4) The data requested during registration must be complete and correct. The contract shall be concluded online via www.space37.berlin, by e-mail, telephone or in writing with the consent of the Space37 User Agreement. The Client warrants that the data provided upon conclusion of the contract is complete and truthful. The registration of a legal entity may only be made by an authorized representative. If there is a change in the data provided after registration, the Client is obliged to inform Space37 of the changes immediately.

(5) Space37 must be provided with all documents and information relevant to the conclusion of the contract and the contractual relationship upon conclusion of the contract. This includes: complete and current address

and the signed house rules. A contract is regularly not concluded if information or documents relevant to the conclusion of the contract are missing. Space37 is entitled to deviate from this rule by way of exception.

(6) Terms and conditions of the Client shall not be considered by Space37. Space37 expressly objects to the application of the Client's general terms and conditions.

§ 6 Tariffs and terms of payment

(1) All prices are net prices plus the applicable statutory VAT and relate only to the specified services.

(2) The usage fee is due immediately upon conclusion of the contract. A current usage fee is due at the latest on the first working day of the following month. The user must pay the usage fee in good time by bank transfer, debit or credit card, cash or online payment link.

(3) Bank charges and processing costs incurred by Space37 as a result of default, non-payment, failure of the credit card charge or due to an objection or similar shall be borne by the User. Processing fees arise in particular as a result of a request by Space37 to the User to make a due payment immediately (reminder).

(4) If the User repeatedly fails to meet due payments, Space37 reserves the right to instruct a lawyer or a debt collection agency to enforce unpaid claims.

(5) Users are requested to regularly check the e-mail inbox of the e-mail address registered with Space37 for incoming Space37 invoices.

(6) Space37 waives the VAT exemption pursuant to § 9 UStG (German VAT Act) in accordance with § 4 No. 12 a) UStG and opts for VAT. Users are advised that the VAT option (i.e. the waiver of exemption from VAT) of Space37 is only permitted under the conditions specified in § 9 UStG. The User must be an entrepreneur in accordance with § 2 UStG and is obliged to only make sales that do not lead to an exclusion of input tax deduction. The user guarantees to be an entrepreneur within the meaning of § 2 UStG and to allocate the subject matter of the contract entirely to his VAT company. The User shall be liable to Space37 for any damage resulting from a breach of the obligation to only make sales that do not exclude the deduction of input tax.

§ 7 Duration, Termination and Termination of the Contract

(1) The contract is concluded for an indefinite period. The following notice periods apply: Membership: 1 month notice period, excluded: Day pass: no termination possible after activation.

(2) Contractual relationships may be terminated by either party without special cause. The right to premature termination for good cause remains unaffected for both parties and for all cases

(3) Space37 may extraordinarily terminate the contractual relationship with immediate effect without observing a notice period if the Customer:

- a) the user fee is not paid on time (by the 1st of the respective month at the latest),
- b) makes irregular or incomplete payments despite reminders,
- c) documents urgently required by Space37, which are of great importance for the continuation of the contract, are not sent to Space37 on time,
- d) violates these GTC three times, or
- e) seriously violates these GTC or the law (committing criminal offenses on the premises of Space37, e.g. damage to property).

§ 8 Obligation to take note of and implement relevant information

(1) Users are obliged to regularly take note of and implement information resulting from the Community Message and newsletters. This also includes the User's obligation to create a reception facility for the Community Message and the Newsletter (e-mail inbox). Users have the opportunity to object to changes to the contract within six weeks after they have been informed by Space37 of a change to the contract (e.g. in a Community Message or a newsletter) by expressly declaring this to Space37. Space37 undertakes to specifically inform Users of the intended significance of their behavior at the beginning of the six-week period. The objection leads to the immediate termination of all contractual relationships with Space37 affected by the contractual amendment.

(2) It is not possible to unsubscribe from the Community Message or the newsletter during the contract period.

Cancellation is permitted no later than five working days before the end of a calendar month with effect from the end of the following month. Cancellation of the booking request is excluded after receipt of the booking request by Space37.

§ 9 Data protection

- (1) All actions of Space37 are in accordance with the provisions on data protection under the EU General Data Protection Regulation (GDPR) and other legal provisions on data protection.
- (2) The user agrees that his personal data necessary for the execution of the contract may be stored on data carriers. All data will be treated confidentially by the Operator and authorized third parties. This includes the storage of all user data available to Space37.
- (3) Space37 reserves the right to make a copy of the data of a valid photo ID of the User for documentation purposes. A copy of foreign documents can also be made.
- (4) Users consent to the transfer of personal data to Mailchimp (communication channel). The use of personal data by these service providers can be objected to by the user by means of an express written declaration.
- (5) The User has the right to revoke his/her consent at any time with effect for the future by means of an explicit and written declaration to Space37. In this case, Space37 undertakes to delete the Customer's personal data immediately.
- (6) For security reasons, the presence of users on Space37 premises is recorded by an access and log-in system (Assa Abloy). The logs are deleted 4 weeks after they are recorded if they are not required for processing an open case.

§ 10 Liability and warranty

- (1) The user is liable for any damage caused by him.
- (2) When concluding a contract in the coworking segment, the user must inspect the workspaces in detail before concluding the contract.
- (3) In all cases in which Space37 is liable for damages or reimbursement of expenses in the course of business on the basis of contractual or statutory claims, it shall only be liable insofar as it is guilty of intent, gross negligence or injury to life, limb or health. This does not affect liability for culpable breach of essential contractual obligations and guarantees. In this respect, however, liability is limited to the foreseeable damage typical of the contract. Liability for consequential damages, in particular for loss of profit or compensation for third-party damages, is excluded, unless Space37 is guilty of intent or gross negligence.

(4) Space37 assumes no liability for the infringement of third-party property rights in relation to the User's work or the transmission of data and data carriers by the User. The User is responsible for ensuring that all violations of competition law, copyright law, trademark law, data protection law or other legal violations within the scope of the contractual relationship with the Operator do not occur. If the operator becomes aware of such legal violations, the contractual relationship will be terminated immediately. In the event of a legal violation, the User shall indemnify Space37 against any claims by third parties. The User shall reimburse Space37 for the costs of legal action in the amount of the statutory attorney's fees in the event that Space37 is justifiably held liable by third parties as a result of an infringement.

(5) Space37 accepts no liability for loss or theft in all areas of the operator. Each customer is responsible for the security of their personal belongings. Own valuables such as: Laptops, cameras should accordingly always be taken along. Theft in the rooms will be reported to the police in any case.

(6) In their own interest and in the interest of other users, users are obliged to carefully lock rooms after use and, in particular, to lock windows to the outside.

§ 11 Contractual penalties

For each individual case of breach of one or more obligations such as the

- a) Unauthorized entry by unauthorized persons,
- b) Improper use of Internet access in accordance with § 3 paragraph 4,
- c) Violation of other conditions according to the terms of use,

the user undertakes to pay a contractual penalty of up to €2,500 for each individual infringement. The right to assert further claims remains reserved. However, the user is entitled to prove that only minor damages have been incurred.

§ 12 Insurance and security deposit

(1) Space37 is insured for its own business activities. However, there is no insurance cover for

- a) Accidents caused by yourself or others on your premises
- b) Personal belongings of the users

(2) Space37 shall only be liable for intent and gross negligence, except in the event of a breach of material contractual obligations (cardinal obligations) and in the event of injury to life, limb or health. Essential

contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract.

(3) Users are strongly advised to take out appropriate personal insurance to cover them against liability for damage to furnishings, floors, walls and similar property or possession of Space37.

§ 13 Video recording, attendance control

(1) For the protection of users and operators, video recordings are made in clearly marked areas of the coworking space. The user agrees to the recording of his/her person in accordance with data protection law and to the storage of the recording in accordance with data protection law.

(2) Space37 records the presence of users in the rooms using an access and registration system (Assa Abloy). The logging is solely for security reasons.

§ 14 Use of logos

Users grant Space37 usage rights to their company logos. The right to use the logo in all types of use, in any technical form and to make it publicly available³⁷ is granted a simple (non-exclusive) right of use free of charge. This includes making it accessible (e.g. on social media platforms). The right of use is not limited in terms of content or time.

§ 15 WIFI networks

(1) No own WIFI networks may be operated. If this is necessary, written permission must be obtained from Space37 Team.

§ Section 16 Place of jurisdiction

(1) The place of performance for all obligations arising from this contract is Berlin.

(2) This contract - including the form of its conclusion and all rights and obligations arising from it - is subject to German law. Mandatory protective provisions of the law of the country in which the client has its habitual residence shall remain applicable.

(3) The place of jurisdiction for registered traders, for persons who do not have a general place of jurisdiction in Germany, as well as for persons who have moved their domicile or usual place of residence abroad after conclusion of the contract or whose domicile or usual place of residence is not known at the time a lawsuit is filed, as well as for passive proceedings, is Berlin.

§ Section 17 Severability clause, written form clause

(1) Should individual provisions be wholly or partially invalid or lose their legal validity at a later date, this shall not affect the validity of the remaining terms and conditions. In this case, the
The invalid provision shall be replaced by the relevant statutory provision.
The same applies in the event that any amendments become necessary.

(2) These General Terms and Conditions may be subsequently amended from time to time as required. Changes will be announced by e-mail with reasonable advance notice. The new clauses will be incorporated into the contract upon approval, also by e-mail. If the user does not agree with the changes, he has a special right of termination.

Status: April 2024