

## GENERAL TERMS OF CONTRACT (GTC)

### Definitions

In these terms and conditions, the following terms are to be understood as follows:

- **Additional Service:** other Services specified in these terms and conditions and on the Website.
- **Customer:** means the natural person or legal person who uses Loffice's Services.
- **Coworker:** The customer of the Coworking and Office Services refers to a Coworker.
- **Coworking Service:** means the Service in accordance with the Coworking package specified in these GTC for the shared use of office space and the infrastructure of Loffice with other Coworkers.
- **Dataform:** means the dataform on the Website or on the Platform for the Customer enquiry.
- **Deposit or Security deposit:** means the amount that secures the contractual obligations of the Services.
- **Electronic contract:** means the agreement concluded according to the procedure as set forth in the E-Commerce Act.
- **GewO:** means the entire legal regulation for the trade regulations 1994, BGBl 194/1994 in the currently valid version.
- **Host:** means the representative of Loffice who is present in the Coworking office.
- **House Rules:** means the rules for using the Loffice's offices.
- **Identification:** according to the law §§ 365p (1) GewO (trade regulations) means the required individual data entry by the customer who uses the Seat-host Service.
- **Loffice:** means the company, Loffice Services OG, which operates under the same brand. (Seat: 1070, Vienna, Schottenfeldgasse 85/1.).
- **Loffice office or Coworking office:** means the rooms operated by Loffice in which the Services of Loffice are provided as follows:
  - Vienna VII. District, Schottenfeldgasse 85/1 and 85/7. - operated by Loffice Services OG (further: "Loffice Wien").
- **Nexodus or Platform:** this means online customer management software operated by Loffice: <https://lofficewien.spaces.nexodus.com>.
- **Office Service:** the Service in accordance with the office packages specified in these terms and conditions for the shared use of common rooms and the infrastructure of Loffice with other Coworkers.
- **Party or Parties:** means Loffice / Service provider and the Customer.
- **Price:** means the amount to be paid to the Loffice for the Services.
- **Registration:** means the following:
  - for legal persons: company name, tax number, email address, telephone number, company seat
  - for natural persons: the name, the tax number, the email address, the telephone number, the address of the Customer
  - in both of the above cases, acceptance of the terms and conditions and Loffice's privacy policy.
- **Service provider:** means the registered Service provider of Loffice who provides the Seat-host service.
- **Services:** mean the Service packages provided by Loffice in the Coworking offices as follows:

- Coworking
  - Event Space
  - Meeting room
  - Office Services
  - Postal Service
  - Seat-host Service or virtual office
- **Specific agreement:** means the written agreement between the Loffice and the Customer for each Service and for the Additional Services that is not an Electronic contract.
  - **Website:** means the internet platform operated by Loffice: <https://looffice.at>.

## 1. CONTRACTS ABOUT THE SERVICES

### 1.1. Coworking contract

#### 1.1.1 Conclusion of the contract

1.1.1.1 The Coworking contract is concluded electronically between the Loffice and the Coworker on the online Platform <https://lofficewien.spaces.nexodus.com/de/signup> operated by Loffice.

1.1.1.2 The Registration procedure is as follows: The new Coworker registers by filling the Dataform and selecting the particular Coworking package. After submitting the Dataform, the Customer will receive confirmation from Loffice together with the password for access to the Platform.

1.1.1.3 The registered Coworker can change or extend the Coworking package via the Platform or the extension takes place via the Host if necessary.

1.1.1.4 The Coworking contract can also be concluded as a Specific agreement in exceptional cases if the technical conditions for the Electronic contract are not granted at the date, when the contract is concluded.

1.1.1.5 If the Coworker does not indicate otherwise before the Coworking package expires that he would like to use the Coworking Service in the following period, the Coworking contract is automatically extended by (1) one month.

1.1.1.6 If the Coworker cannot find a Coworking package according to the needs or the Coworker would like to request an Additional Service, but the contract cannot be concluded electronically, the Coworker can submit an enquiry for the Specific agreement with Loffice on the Website by enquire, via email or other means.

#### 1.1.1.2 Coworking Packages

- LoFLEX 1 day
- LoFLEX 5 days
- LoFLEX 10 days
- LoFLEX 15 days
- LoFIX monthly 24 hours
- Team Desk and Team Room

1.1.2.1 The content, the Prices of the Coworking Service and the detailed Services are contained on the Loffice Website.

1.1.2.2 The Coworking packages can be used within (1) one month. If the Service does not start at the beginning of the month, the invoice will be issued for (1) one month from the start of the contract. If a Coworking package has not been used in the corresponding month, it is not transferable to another month. For an additional fee, the Coworking package can be used over the one-month period.

#### 1.1.3 Payment of the Coworking Packages

1.1.3.1 The payment shall be effected prior to the Service against the invoice of Loffice.

1.1.3.2 The payment as follows:

- online Platform, if the conditions are fulfilled.
- bank transfer
- exceptionally cash

## 1.1.4 Basic Services rendered for Coworker

- Use of working stations and office equipments of the Coworking office.
- Shared use of the office space with other Coworkers for 1 (one) Coworker 1 (one) Coworking Package.
- The owners of the LoFLEX Package are entitled for the Coworking Service during the opening hours of Loffice. (Deviation may take place subject to separate agreement and additional fee.)
- Only owners of LoFIX Packages are entitled to use Coworking Service for unlimited (daily 24 hours) time.
- The Host is available in working days and in opening hours. (The information on opening hours of the Coworking offices are on the Website.)
- Use of kitchen and dining facility
- Use of terrace
- Heating, cooling, lightening, use of electricity and water.
- Access to broadband internet (Wi-Fi)
- Cleaning of the Coworking office.
- Introduction opportunity on any of the social media platforms of Loffice in a way and in an extent as agreed with Loffice.

## 1.1.5 Additional Services available for additional cost

- Locker usage
- Use of filing cabinet
- Copy, printing
- Divider wall
- Hygienic products
- Coffee and tea
- Coworking office use during the weekends or after the daily opening times for those with LoFLEX package (this is included in the LoFIX package)
- Meeting room usage
- Event space usage
- Offices Services
- Seat-host Service
- Laptop Locker

The full list is included on the Website.

The contract for the Additional Services can be concluded by booking online via the Website, but can also be concluded verbally, by email or through implicit behavior.

## 1.1.6 Rules of Coworking

1.1.6.1 The contract package entitles one person to work at any given time. The Coworker can designate more than one person as users of the same package.

1.1.6.2 The Coworker should use only the Coworking office and its tools and equipments exclusively for office work. In the event of improper use, the Coworker is liable for any damage.

1.1.6.3 Download and upload of illegal content through the internet is prohibited.

1.1.6.4 The Coworker must immediately notify Loffice of any change in personal information provided upon Identification.

1.1.6.5 The Coworker using the LoFIX package is obliged to keep the received access keys and must keep it out of reach of third parties. They must also immediately notify Loffice of any keys loss or damage for immediate invalidation. Coworker is required to reimburse Loffice the amount of the keys, which is equal to the amount of the Deposit. Upon termination of the Coworking contract, they are required to return keys to Loffice immediately.

1.1.6.6 By using the Coworking office beyond daily opening hours, Coworker must act with extra care, upon leaving the Coworker shall ensure that the office is closed properly (eg. switching off electrical appliances, switching off lights, closing doors, windows) and comply with the House Rules.

1.1.6.7 If a mail item has come to the Coworker in the Coworking office, the Coworker accepts it himself if he does not have a Seat-host or Postal Service. If not, Loffice can refuse to accept the mail. If Loffice accepts them at the request of the Coworker, it does not check their content and quality. If the mail item was sent with a cash on delivery fee, Loffice is entitled to refuse the acceptance of the mail item. If Loffice has paid the cash on delivery fee, the Coworker is obliged to reimburse it in cash within (2) two working days of notification by Loffice.

## 1.2 Seat-host Service contract

### 1.2.1 Conclusion of the Seat-host contract

1.2.1.1 The Seat-host Service contract is concluded as a Specific agreement on paper between the Customer and the Service provider, as follows:

After registering via the Website, the Customer can request an offer for the Service by filling out the Dataform, after which he will receive an offer by email. The Customer can accept the proposal or request a change. The Specific agreement will conclude after acceptance of the proposal and follows the Identification of the Customer. The Customer is obliged to hand over the company documents required by the §365p (1) GewO, the official documents and the approval to receive mail by the Service provider.

### 1.2.2 Content of the seat-host contract

1.2.2.1 The Seat-host Service contract entitles the Customer to register the address of Loffice as the registered office of the company by the competent authority.

1.2.2.2 The Customer undertakes to hand over all documents required for Identification purposes in accordance with §365p (1) GewO to make copies thereof and to notify Loffice immediately of any changes.

- for natural persons: an official photo ID. The criteria for an official photo ID are listed in §365p GewO.
- for legal persons: conclusive documents which are available in accordance with the legal standards in the country at the seat of the legal person and which prove the validity, the name, the legal form, the power of representation and the seat of the legal person
- in the case of legal entities, photo identification of all beneficial owners (in the case of legal entities, trusts, corporations, foundations and similar legal arrangements, this includes taking reasonable steps to understand the Customer's ownership and control structure) prior to the establishment the business relationship must be provided.

1.2.2.3 Loffice is obliged, in accordance with the duty of care towards Customers, to evaluate legal entities and, if necessary, to obtain information about the purpose and type of business relationship.

1.2.2.4 About the data handling of the above-mentioned documents by Loffice under point 5.

### 1.2.3 Services provided by the Loffice member in the framework of Seat-host Service

#### Customer

- issues a license to use the registered office, which entitles the Customer to register its seat in the Coworking office
- authorizes Customer to use the Coworking office address as a mailing address;

#### Loffice

- receives letters and other postal items received by Customer (further collectively referred to as "postal items") as its representative and notifies the Customer of the receipt of postal items by email or via its online interface
- provides a separate storage space for postal items and company documents required by law (for 1 week from the date of receipt, thereafter the Customer shall be obliged to ensure the delivery of the postal items)
- The name of the Customer's company is displayed on the street front.
- Loffice is entitled to refuse to receive the postal item that exceeds 11x35x40 cm
- Loffice does not examine or control the content and quality of postal items. If they are sent by cash on delivery, Loffice is entitled to refuse to accept them, but is obliged to notify the Customer of this fact. If Loffice pays the cash on delivery fee, the Customer is obliged to reimburse it in cash to the notification of the Loffice within (2) two working days.
- Loffice ensures to the Customer a non-exclusive shared use of the office infrastructure of Loffice Vienna for office purposes assigned to him on a case-by-case basis for a period of (2) two hours per

month. If the Customer does not use this opportunity during the month, this expires without any effort.

## **1.2.4 The Seat-host Service fee and the payment of the Security deposit**

1.2.4.1 The Seat-host Service fee and the amount of the Security deposit can be found on the Loffice Website and must pay in advance.

1.2.4.2 Loffice shall hand over to the Customer its declarations necessary for the notification of the Registration court and other authorities about its seat at the address of the Coworking office, subject to the payment by the Customer of the first yearly Seat-host Service fee and the Security deposit and after depositing the declaration of the Customer, according to which Loffice shall be entitled to initiate the de-registration of the Customer's seat from the address of the Coworking office, if the Customer does not take care of de-registration in due time in case of termination of the Seat-host contract with Loffice.

## **1.2.5. Duration and termination of the Seat-host Service**

1.2.5.1 The Seat-host Service contract is concluded for an indefinite period of time, unless the Customer is a company established for a definite period of time. The Customer may not terminate the contract within (1) one year of its conclusion. No later than (3) three months before the expiry of the (1) one year period, the Customer must notify Loffice about the termination of the contract, otherwise the Seat-host Service will be automatically extended for another (1) one year.

1.2.5.2 Termination shall be effected by an unilateral statement addressed to the Customer/ Loffice to its email address or by registered mail to the Customer/ Loffice address provided at Identification.

1.2.5.3 If there is a Coworking or Offices Services contract and a Seat-host contract between the same Parties, termination of one contract shall not constitute termination of the other contract. The Parties shall expressly provide for which contract between them is to be terminated or if both contracts are to be terminated at the same time.

1.2.5.4 In the event of termination of the Seat-host contract, the Customer shall take care of the collecting of its documents, letters and other postal items within (5) five working days of the termination of the contract and certify that it has de-registered its seat from the address of the Coworking office.

1.2.5.5 Loffice's termination shall be deemed to have been delivered on the 5th working day following the dispatch if it has been sent to any of the contact details provided by the Customer.

## **1.2.6 Additional Services available for additional cost**

- Copy, printing
- Coworking
- Office Services
- Laptop Locker
- Divider wall
- Hygienic products
- Coffee and tea
- Office use during the weekends or after the daily opening times for those with LoFLEX package (this is included in the LoFIX package)
- Meeting room usage
- Event space usage
- Mail Scanning
- Mail Forwarding

The full list is included on the Website.

The contract for the Additional Services can be concluded by booking online via the Website, but can also be concluded verbally, by email or through implicit behavior.

## **1.3 Renting of the Meeting room**

### **1.3.1 The conclusion of the Meeting room renting contract**

1.3.1.1 The new Customer can request an enquiry for the Service in (2) two ways:

- 1) on the Website: <https://loffice.at/vienna/en/index.php>
- 2) on the Platform, available through the Website: <https://lofficewien.spaces.nexodus.com/en>

In both cases the Customer registers with the Dataform, fills the form out and selects the Meeting room and the time interval. After submitting the form, the Customer will receive a proposal from Loffice by email, which they can possibly accept or request a change. In this case, the contract is concluded with the request for quotation and the confirmation with the same content.

1.3.1.2 The registered Customer can book directly via the Platform or request a proposal for the Service. If the Customer would like to request an offer, he opens the Website ([www.loffice.at/](http://www.loffice.at/) "Login"), which forwards him to the Platform where the Customer can select the Meeting room and the time interval. After submitting the form, the Customer receives a confirmation from Loffice by email. The contract is concluded with the request for proposal and the confirmation with the same content.

1.3.1.3 The Customer can make an individual proposal request under the menu "Notes" on the Dataform, for which the Customer will receive an individual offer by email.

1.3.1.4 The rental contract can be concluded verbally or by email with a request for an offer, which is recorded written by the Host after submitting the registration data.

## 1.3.2 Rules of the Meeting rooms and their use

1.3.2.1 The parameters for the Meeting rooms for each location and the relevant rental amounts can be found on the Loffice Website and in the Price list.

1.3.2.2 The Customers are obliged to use the Meeting rooms in a functional manner and in accordance with the agreement of the Parties.

1.3.2.3 Loffice is not liable for the assets that the Customer has brought into the Meeting room.

1.3.2.4 If the Customer arrives earlier or stays in the Meeting room longer than agreed, the amount of the final invoice will increase based on the Prices on the Loffice Website. Each started hour counts as a whole hour.

1.3.2.5 In the event that the Customer cancels a booked Meeting room within (14) fourteen days prior to the date of the event, the Customer has a cancellation fee of 50% of the rental Price. In the event of cancellation within (7) seven days before the day of the event, a cancellation fee of 100% of the Price will be charged.

1.3.2.6 Payment: 100% of the total service fees will be invoiced 5 business days before the booking date whenever possible and has to be paid until the due date.

1.3.2.7 The Customer must ensure that the meeting runs properly, with regard to the agreed noise and fire protection measures. The Customer recognizes the legal provisions for the protection of minors and accepts liability for compliance with them. If official approval is required for the event, the Customer must provide it to Loffice.

## 1.3.3 Additional Services

- Technical staff
- AV technology
- Reception
- Catering

The full list is available on the Loffice Website.

The contract for the Additional Services can be concluded by booking online via the Website, but can also be concluded verbally, by email or through implicit behavior.

## 1.4 Renting of the Event space

### 1.4.1 The conclusion of the Event space renting contract

1.4.1.1 The new Customer can request an enquiry for the Service in 2 ways:

on the Website: <https://loffice.at/vienna/en/index.php>

on the Platform, available through the Website: <https://lofficewien.spaces.nexodus.com/en>

In both cases the Customer registers with the Dataform, fills the form out and selects the Event Space and the time interval. After submitting the form, the Customer will receive a proposal from Loffice by email, which the Customer can possibly accept or request a change. In this case, the contract is concluded with the request for a proposal and the confirmation with the same content.

1.4.1.2 The registered Customer can book directly via the Platform or request a proposal for the Service. If the Customer would like to request an offer, he opens the Website ([www.loffice.at](http://www.loffice.at) / "Login"), which forwards him to the Platform where the Customer can select the Event space and the time interval. After submitting the form, the Customer receives a confirmation from Loffice by email. The contract is concluded with the request for proposal and the confirmation with the same content.

1.4.1.3 The Customer can make an individual proposal request under the menu "Notes" on the Dataform, for which the Customer will receive an individual offer by email.

1.4.1.4 The rental contract can be concluded verbally or by email with a request for an offer, which is recorded in writing by the Host after entering the registration data.

## 1.4.2 Rules of the Event space and their use

1.4.2.1 The parameters for the Event space for each location and the relevant rental amounts can be found on the Loffice Website and in the Price list.

1.4.2.2 The Customers are obliged to use the Event space in a functional manner and in accordance with the agreement of the Parties.

1.4.2.3 Loffice is not liable for the assets that the Customer has brought into the Event space.

1.4.2.4 If the Customer arrives earlier or stays in the Event space longer than agreed, the amount of the final invoice will increase based on the Prices on the Loffice Website. Each started hour counts as a whole hour.

1.4.2.5 In the event that the Customer cancels a booked Event space within (14) fourteen days prior to the date of the event, the Customer has a cancellation fee of 50% of the rental Price. In the event of cancellation within (7) seven days before the day of the event, a cancellation fee of 100% of the Price will be charged.

1.4.2.6 Payment: 100% of the total service fees will be invoiced 5 business days before the booking date whenever possible and has to be paid until the due date.

1.4.2.7 The Customer must ensure that the event runs properly, with regard to the agreed noise and fire protection measures. The Customer recognizes the legal provisions for the protection of minors and accepts liability for compliance with them. If official approval is required for the event, the Customer must provide it to Loffice.

## 1.4.3 Additional Services

- Technical staff
- AV technology
- Reception
- Catering

The full list is available on the Loffice Website.

The contract for the Additional Services can be concluded by booking online via the Website, but can also be concluded verbally, by email or through implicit behavior.

## 1.5 Office Services contract

### 1.5.1 The conclusion of the Office Services contract

1.5.1.1 The Coworking contract is concluded electronically between the Loffice and the Coworker on the online Platform <https://lofficewien.spaces.nexodus.com/de/signup> operated by Loffice.

1.5.1.2 The Registration procedure is as follows: The new Coworker registers by filling the Dataform and selecting the particular Coworking package. After submitting the Dataform, the Customer will receive confirmation from Loffice together with the password for access to the Platform.

1.5.1.3 The registered Coworker can change or extend the Coworking package via the Platform or the extension takes place via the Host if necessary.

1.5.1.4 The Office Services contract can also be concluded as a Specific agreement in exceptional cases if the technical conditions for the Electronic contract are not granted at the date, when the contract is concluded.

1.5.1.5 In order to terminate the contract between the Customer and Loffice, the Customer and Loffice have one (3) three month's notice period. The Customer and Loffice are entitled to terminate the contract on the last day of



the month with a notice period of (3) three month and without giving reasons by unilateral written declaration, otherwise the contract will be automatically extended by (3) three months.

1.5.1.6 If there is a Coworking contract or an Office Services contract and a Seat-host Service contract between Loffice and the Customer, the termination of one contract does not constitute a termination of the other contract. The contracting parties expressly determine which contract between them is terminated or whether both contracts are terminated at the same time.

1.5.1.7 If the Coworker cannot find a Coworking package according to the needs or the Coworker would like to request an Additional Service, but the contract cannot be concluded electronically, the Coworker can submit an enquiry for the Specific agreement with Loffice on the Website by enquire, via email or other means.

1.5.1.8 The contract for the Office Services comes into effect with the payment of the costs for the first month including the sales tax applicable to the respective amounts. The payment of the Security deposit in the amount of three (3) monthly rent is a prerequisite for moving into the office.

1.5.1.9 If the Customer does not hand over the office to the Loffice at the end of the fixed term of the rental agreement and the extension option has not been agreed between the parties, the customer pays a usage fee, with a 200% increased rental fee for the entire duration of use.

## 1.5.2 Office packages

- Office - 22m<sup>2</sup>
- Office - 24m<sup>2</sup>

1.5.2.1 The parameters, the content, the Prices of the Office Service and the detailed Services are contained on the Loffice Website.

1.5.2.2 The Coworking packages can be used within (1) one month. If the Service does not start at the beginning of the month, the invoice will be issued for (1) one month from the start of the contract. If a Coworking package has not been used in the corresponding month, it is not transferable to another month. For an additional fee, the Coworking package can be used over the one-month period.

## 1.5.4 Basic Services

- Use of office according to the selected office package and office equipments of the Coworking office.
- Common use of the common rooms with Coworkers
- Office package holders are entitled to the unlimited use of the Office Services (24 hours a day)
- The Host is available in working days and in opening hours. (The information on opening hours of the Coworking offices are on the Website.)
- Use of kitchen and dining facility
- Use of terrace
- Heating, cooling, lightening, use of electricity and water.
- Access to broadband internet (Wi-Fi)
- Cleaning
- Introduction opportunity on any of the social media platforms of Loffice in a way and in an extent as agreed with Loffice.
- Seat-host Service
- Locker usage (1 per office package)

## 1.5.5 Additional Services for additional fees

- Locker usage
- Coworking
- Copy, printing
- Divider wall
- Hygienic products
- Coffee and tea



- Meeting room usage
- Event space usage
- Laptop Locker

## 1.5.6 Rules of the Office Services

1.5.6.1 The Customer may only use the office and the tools and equipment of Loffice for office work in a functional manner. In the event of improper use, the customer is liable for any damage.

1.5.6.2 The Loffice is entitled to an extraordinary right of termination without observing a deadline if the customer grossly violates his obligations, in particular if he is in arrears with a monthly rent or other payments under this agreement, although he is subject to a minimum of 2 weeks A grace period was issued.

1.5.6.3 The Customer undertakes to use the office carefully and to maintain its maintenance and to hand over the rented area again in good condition immediately after the contract has expired. After the contract expires, the Customer undertakes to restore the office's original design immediately and agrees to hand it over in a painted state. The wear and tear must be paid by the Customer.

1.5.6.4 The Customer is liable for objects, devices or other items brought into the rental area by the customer.

1.5.6.5 Modifications or any alterations may only be carried out with the written approval of Loffice in the rented office.

1.5.6.6 The Customer agrees that Loffice can carry out the necessary installation work in the office. The host and his representatives have access to the building technology in the office at all times.

1.5.6.7 Downloading and uploading illegal content over the Internet is prohibited.

1.5.6.8 The Customer must inform Loffice immediately or at the latest within (3) three days of any change in the personal data provided during registration.

1.5.6.9 The Customer is obliged to keep the keys received carefully and to protect them against misuse by third parties. In addition, Loffice must be informed immediately about the loss or damage of keys for immediate invalidation. The customer must reimburse Loffice for the amount of the keys equal to the amount of the deposit. After the end of the office contract, the Customer must immediately return the keys to Loffice.

1.5.6.10 By using the office beyond daily opening hours, the Customer must act with extra care, upon leaving the Customer shall ensure that the office is closed properly (eg. switching off electrical appliances, switching off lights, closing doors, windows) and comply with the House Rules.

1.5.6.11 Point 1.2.3 shall apply to the handling of postal items.

1.5.6.12 The Customer provides the necessary equipment as well as audiovisual equipment, printers, computers, servers and other technical and non-technical equipment for his own activity in the rental area at his own expense.

1.5.6.13 Loffice will make Internet and other operational services available to the customer as he receives them from his service providers. The continuity and speed of the internet as well as other services are outside the responsibility of Loffice.

1.5.6.14 The Customer undertakes to comply with the guidelines and House Rules of Loffice Vienna as well as the corresponding fire, accident, work and environmental protection regulations, etc. together with his employees, customers and guests.

1.5.6.15 Loffice takes care of the office garbage collection once a week. The Customer is entitled and obliged to procure his own waste if the amount or type of waste justifies his activity.

1.5.5.16 The Customer undertakes to inform Loffice immediately of a possible risk of damage in the office or, in the urgent case to pay the risk of damage at his own expense, which Loffice will reimburse to the Customer within fifteen (15) days.

## 2. FEES, SERVICE PRICES, PAYMENT AND INVOICING

2.1 Contractual fees are governed by the Price list in force at the time of concluding the contract. Prices according to the Price list do not include VAT. Loffice reserves the right to change Prices without prior notice.

2.2 Fees must be paid to the Loffice member's account within the payment deadline specified on the invoice. Any payment obligation of the Parties under the contract shall be deemed to have been fulfilled when its whole amount has been credited to Loffice's bank account.

2.3 The Seat-host Service fee is billed annually, and the other Services are billed monthly in advance, unless otherwise agreed.

2.4 If the Customer is late in fulfilling any of its payment obligations, it is obliged to pay Loffice delay statutory interest for the whole period of the delay.

2.5 Loffice will issue the invoice as an electronic invoice, unless requested by the Customer on paper.

2.6 Proposals from Loffice are (7) valid for seven days, unless Loffice specifies a different time interval in the offer. The proposal is only for information. Loffice reserves the right to make changes.

## **2.7 Payment of the Security deposit**

2.7.1 The Customer is obliged to pay Loffice the amount of the Deposit published on the Loffice Website, in the Price list or in the Specific agreement when concluding the contract with Loffice. Payment of the Security deposit is a prerequisite for the contract.

2.7.2 The Security deposit shall serve as security for the fulfilment of any and all obligations of the Customer concluded a contract with them. In case the Customer breaches any of its contractual obligations and fails to cure such breach within (5) five days of the date of receipt of Loffice's written notice, Loffice shall be entitled to seek direct satisfaction from the Security deposit.

2.7.3 Should the amount of the Security deposit fall below the original amount of the Security deposit, Customer shall be obliged to supplement the Security deposit to the original amount.

2.7.4 In the event of termination of the contract, Loffice will refund the unused part of the Security deposit to the Customer within (30) thirty days.

2.7.5 The amount of Security deposit shall be placed on a Deposit account. In case account management fees are charged by the depository bank, such fee and the bank operational risk shall be borne by the Customer of Loffice.

2.7.6 There is no interest on the Security deposit.

## **3. EXTRAORDINARY TERMINATION OF THE SPECIFIC AGREEMENT AND THE ELECTRONIC CONTRACT**

Loffice has the right to terminate all Services with the immediate effect in the following cases:

- in case of delay or non-payment of any of the Customer's payment obligations, if the Customer does not make the payment within (8) eight days from Loffice's written demand;
- if the amount of the Security deposit is not paid for any reason within (5) five working days after the signing of the relevant contract between the Parties;
- if bankruptcy, liquidation or voluntary dissolution process have been initiated against the Customer.

## **4. LIMITATION OF LIABILITY**

4.1 Loffice shall not be liable for any damage or loss of the Customer's property or documents in the territory of Loffice, unless the damage was caused by Loffice's intentional or gross negligence.

4.2 Loffice will support the Customer if they wish to obtain property insurance in respect of their property being in the Coworking office or liability insurance for potential damages caused to third person by its personnel staying in Loffice.

4.3 In respect of the quality and potential interruption of internet Service and public utility Services, Loffice has the same obligations to the Customer as the internet and utility Service providers towards Loffice.

4.4 Loffice shall not be liable for any defect in the use of Service, unless caused by Loffice intentionally or through gross negligence.

4.5 The Customer acknowledges that there are exceptional restrictions or interruptions in the Service, Loffice must inform the Customer about the problem. Loffice is obliged to provide an alternative workspace if possible. The Customer also acknowledges that in exceptional cases the Service can be restricted if Loffice organizes its own events. Loffice will inform the Customer concerned about this at least (24) twenty-four hours in advance and if possible, provide the Customer concerned with an alternative workspace.

## **5. DATA HANDLING**

5.1 The Austrian Data Handling Law shall prevail according to the rules of Act DSGVO, DSG 2018.

5.2 By accepting the GTC, the Customer consents to the creation and recording of images, sound and video, which Loffice may store and use for a maximum of (15) fifteen days.

5.3 Loffice / Service provider treats the information received from Customers in accordance with the provisions of the applicable law in order to provide the Service. The data provided by the Customer will only be used by Loffice to fulfill the contract concluded with the Customer or, if specified during Registration, stored for the purpose of sending a newsletter. The Customer's data may not be passed on to third parties by the Loffice / Service provider, unless this is necessary for the performance of the contract and the Customer has agreed to this. When handling Customer data, Loffice / the Service provider must comply with the applicable EU General Data Protection Regulation (GDPR).

5.4 By accepting the GTC, the Customer voluntarily and unconditionally agrees to allow Loffice to record images, audio and video of them in the territory of the Loffice and to use it freely for the purpose of advertising the Services.

5.5 The Customer further acknowledges that Loffice is obliged, according to the legal provisions of the GewO, to keep the documents listed in point 1.2.2.3 for a period of five years after the end of the business relationship between the Parties.

5.6 Detailed regulations can be found in the following [Privacy Policy](#) published on the Loffice Website.

## 6. CONFIDENTIALITY

The Customer is bound by a strict obligation of confidentiality with regard to personal, business and financial information that comes to their knowledge under all contracts for the Service. Confidentiality shall remain the responsibility of the Parties even after the termination of their contractual relationship.

## 7. NOTICES

7.1 Loffice / Service provider and the Customer expressly agree that the written requirements are fulfilled as follows:

- a) concluded Electronically using the E-Commerce Act (ECG)
- b) any notification sent to the other party, the Customer to the email address specified in the Identification or in the contract.
- c) notification via Nexodus

7.2 If the notification is sent to the Customer by registered mail, the notification shall be deemed to have been delivered on the 5th (fifth) day after the attempted delivery, if the delivery was unsuccessful, e.g. the return receipt shall be returned from the address provided with a "not picked up", "moved away", "did not receive" or other similar indication.

## 8. LANGUAGE

These GTC have been prepared in German and English. In the case of any inconsistency between the English and the German versions, the German version shall prevail.

## 9. GOVERNING LAW, DISPUTE RESOLUTION

9.1 Loffice and the Customer's contractual relationships relating to the Coworking, the Seat-host Service or Additional Services, including the Specific agreement, are governed to the present GTC and as the underlying right to the Austrian laws with the exception of the relevant provisions on Conflict of Laws.

9.2 The contracting Parties agree that disputes arising from the contract concluded between them will be settled primarily by amicable, negotiated means.

9.3 If the Parties cannot reach an amicable settlement within (30) thirty days regarding the dispute, the Parties agree on the exclusive jurisdiction of the competent courts of Vienna (Austria). In cases with a higher value of litigation the Code of Civil Procedure will proceed to the competent court.

**Date of issue, Vienna, January 2023**