

# LOFFICE

## GENERAL TERMS AND CONDITIONS (GTC)

### Definitions

The terms used in these GTC have the following meaning:

- **Office Services:** the services according to the office packages specified in these GTC as well as the shared use of common areas and Loffice's infrastructure together with other coworkers.
- **Coworker:** the customer of the Coworking Service and the Office Services.
- **Coworking Service:** the services according to the coworking packages specified in these GTC for the shared use of coworking office space, common areas and Loffice's infrastructure together with other coworkers.
- **Data Form:** the form on the website or on the platform to request services, which must be completed by a customer.
- **Service Provider:** the registered service provider of Loffice who provides the Seat-host Service (Domizilservice).
- **Service(s):** the service packages provided by Loffice in the coworking offices and private offices, in particular:
  - • Coworking
  - • Meeting Room
  - • Office Services
  - • Seat-host Service or Virtual Office
  - • Event Space
- **Electronically Concluded Agreement:** the written agreement concluded in accordance with the procedures set out in the E-Commerce Act (ECG).
- **Trade Regulation Act (GewO):** the Austrian Trade Regulation Act 1994, Federal Law Gazette BGBI 194/1994 as amended.
- **House Rules:** the rules for the use of Loffice's coworking offices and private offices.
- **Host:** the on-site representative of Loffice.
- **Identification:** the individual collection of data from the customer using the Seat-host Service as required under Section 365p (1) of the Trade Regulation Act.
- **Deposit or Security Deposit:** the amount securing the customer's contractual obligations arising from the services.
- **Customer:** the natural or legal person using Loffice's services.
- **Loffice:** the company Loffice Services OG operating under the brand "Loffice" (Seat: 1070 Vienna, Schottenfeldgasse 85/1).
- **Loffice Office or Coworking Office:** the premises operated by Loffice in which Loffice provides the following services:
  - 1070 Vienna, Schottenfeldgasse 85/1 and 85/7 – operated by Loffice Services OG (hereinafter: "Loffice Vienna").

# LOFFICE

- **Nexudus or Platform:** the online customer management software used by Loffice: <https://lofficewien.spaces.nexudus.com>
- **Party or Parties:** Loffice / Service Provider and the Customer.
- **Price:** the amount payable by the Customer to Loffice for the services.
- **Registration:** provision of the following data and declarations:
  - for legal entities: company name, tax number, email address, telephone number, seat
  - for natural persons: name, tax number, email address, telephone number, address
  - in both cases: acceptance of Loffice's GTC and Privacy Policy
- **Specific Agreement:** a written agreement between Loffice and the Customer for services and/or Additional Services that is not concluded as an Electronically Concluded Agreement via the platform.
- **Website:** the internet platform operated by Loffice: <https://loffice.at>
- **Additional Service:** other services specified in these GTC and on the website.

## 1. AGREEMENTS FOR SERVICES

### 1.1 Coworking Agreement

#### 1.1.1 Conclusion of the Agreement

1.1.1.1 The Coworking Agreement is concluded as an Electronically Concluded Agreement between Loffice and the Coworker via the online platform used by Loffice at <https://lofficewien.spaces.nexudus.com/de/signup>.

1.1.1.2 The registration procedure is as follows: The new Coworker completes the registration by filling in the Data Form and selecting the desired coworking package. After submitting the Data Form, the Coworker receives confirmation from Loffice together with a password for access to the platform.

1.1.1.3 A Coworker who is already registered can change or extend the coworking package via the platform; an extension can also be initiated through the Host if required.

1.1.1.4 In exceptional cases, the Coworking Agreement may also be concluded as a Specific Agreement if, at the time of conclusion, the technical requirements for an Electronically Concluded Agreement are not met.

1.1.1.5 If the Coworker does not expressly declare before the expiry of the coworking package that they do not wish to continue using the Coworking Service in the following period, the Coworking Agreement shall be automatically renewed for a further (1) one month.

1.1.1.6 If the Coworker cannot find a coworking package that meets his or her needs or wishes to request an Additional Service for which an Electronically Concluded Agreement cannot be concluded, the Coworker may request an offer for a Specific Agreement from Loffice via the website, by email or in another manner.

#### 1.1.2 Coworking Packages

- LoFLEX 1 day
- LoFLEX 5 days
- LoFLEX 10 days
- LoFLEX 15 days

# LOFFICE

- LoFIX monthly 24h
- Team Desk

1.1.2.1 The content, prices of the Coworking Service and the detailed services are specified on Loffice's 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 from the start date of the agreement for (1) one month. If a coworking package is not used in the respective month, it cannot be carried over to another month. For an additional fee, the coworking package may be used beyond the one-month period.

## 1.1.3 Payment of Coworking Packages

1.1.3.1 Payment is made in advance, prior to performance of the services, against an invoice issued by Loffice.

1.1.3.2 The payment methods are as follows:

- via the online platform, if the conditions are met
- bank transfer
- in cash in exceptional cases

## 1.1.4 Standard Services for Coworkers

- Use of workstations and office equipment in the coworking office
- Shared use of coworking offices
- Holders of LoFLEX packages are entitled to use the Coworking Service during Loffice's opening hours (deviations subject to separate agreement and additional fee)
- Holders of LoFIX packages are entitled to use the Coworking Service without limitation (24 hours a day)
- Host available on working days during opening hours (opening hours are indicated on the website)
- Use of kitchen and dining area
- Use of terrace
- Heating, cooling, lighting, electricity and water use
- Access to broadband internet (WLAN)
- Cleaning of the coworking office

## 1.1.5 Additional Services for a Fee

- Use of lockers
- Copying, printing
- Partition wall
- Coffee and tea
- Office Services
- Use of the coworking office outside regular opening hours

# LOFFICE

- Use of the meeting room
- Use of the event space
- Seat-host Service

The full list is indicated on the website.

The agreement for Additional Services may be concluded by online booking via the website, but may also be concluded orally, by email or by conclusive conduct.

## 1.1.6 Obligations of the Coworker

1.1.6.1 The package entitles one person to work at a given time. The Coworker may designate more than one person as users of the same package. For the Team Desk or Team Room package, the Coworker may specify all users of the same desk.

1.1.6.2 The Coworker may use the coworking office and its tools and equipment exclusively for office work and in accordance with their intended function. In the event of misuse, the Coworker shall be liable for any resulting damage.

1.1.6.3 Downloading or uploading illegal content via the internet is prohibited.

1.1.6.4 The Coworker must notify Loffice immediately or at the latest within (3) three days of any changes to the personal or company data provided during registration.

1.1.6.5 The Coworker using the LoFIX package is obliged to keep the keys received with due care and to protect them from misuse by third parties. Loffice must also be informed immediately of any loss or damage to keys so they can be disabled without delay. The Coworker must reimburse Loffice for the cost of the keys, corresponding to the amount of the Deposit. After termination of the Coworking Agreement, the Coworker must return the keys to Loffice without delay.

1.1.6.6 If the Coworker uses the coworking office beyond the daily opening hours, special care must be taken. When leaving the coworking office, the Coworker undertakes to properly close the coworking office (e.g. switching off electrical equipment, lights, closing doors and windows) and to comply with the provisions of the House Rules; otherwise, the Coworker must compensate Loffice for any damage incurred.

1.1.6.7 Incoming postal items for a Coworker at the coworking office must be accepted by the Coworker personally, unless a Seat-host Service Agreement with Loffice has been concluded. If there is no corresponding agreement on the acceptance of mail by Loffice, Loffice may refuse to accept postal items. If Loffice accepts a postal item at the Coworker's request, Loffice does not check its content or quality. If a postal item is sent cash on delivery, Loffice is entitled to refuse acceptance. If Loffice pays a cash-on-delivery charge, the Coworker is obliged to reimburse this in cash within (2) two working days after notification by Loffice.

## 1.2 Seat-host Service Agreement (Domizil Agreement)

### 1.2.1 Conclusion of the Seat-host Service Agreement

1.2.1.1 The Seat-host Service Agreement is concluded as a Specific Agreement in written form between the Customer and the Service Provider as follows:

After registering via the website, the Customer may request an offer for the service by completing the Data Form and will then receive an offer by email. The Customer may accept the offer or request changes. The Specific Agreement is concluded upon acceptance of the offer and after successful identification of the Customer. The Customer is obliged to provide Loffice with all documents required for identification under Section 365p (1) of the Trade Regulation Act.



### **1.2.2 Content of the Seat-host Service Agreement**

1.2.2.1 The Seat-host Service Agreement entitles the Customer to register Loffice's address as the company's seat in the register of the competent authority.

1.2.2.2 The Customer undertakes to provide all documents required for identification under Section 365p (1) of the Trade Regulation Act, to allow copies to be made of them and to notify Loffice immediately of any changes.

1.2.2.3 In particular, these documents include:

- for natural persons: an official photo ID. The criteria for an official photo ID are listed in Section 365p of the Trade Regulation Act;
- for legal entities: conclusive documents available under the legal standards applicable at the registered seat of the legal entity, proving the legal existence, name, legal form, representation powers and the registered seat of the legal entity;
- in the case of legal entities: photo IDs of all beneficial owners (in the case of legal entities, trusts, companies, foundations and similar legal arrangements, this includes taking appropriate measures to understand the ownership and control structure of the Customer), which must be provided before the business relationship is established.

1.2.2.4 Loffice is obliged, in line with its customer due diligence obligations, to assess legal entities and, where appropriate, to obtain information on the purpose and intended nature of the business relationship.

1.2.2.5 For the retention of the above documents by Loffice, see Clause 5.

### **1.2.3 Services Provided by Loffice under the Seat-host Service**

The Customer is entitled to:

- register Loffice's address as its official seat in the register of the competent authority;
- use Loffice's address as its mailing address.

Loffice:

- receives letters and other postal items addressed to the Customer (hereinafter collectively referred to as "Mail") and notifies the Customer via email or via the online platform of the receipt of Mail within (2) two working days. Loffice will take all reasonable steps to inform the Customer in due time; any liability for delayed or omitted notifications due to slight negligence or circumstances beyond Loffice's control is excluded. Liability for gross negligence or intent remains unaffected;
- provides a separate storage space for mail and company documents for (1) one week from the date of receipt; the Customer is obliged to ensure collection within this period. If the Customer does not collect the Mail despite notification, Loffice shall be entitled, after setting a reasonable additional deadline, to forward it to the Customer's last known address or to destroy it in compliance with data protection requirements, in each case at the Customer's cost and risk;
- displays the Customer's company name on the street-facing signage;
- is entitled to refuse acceptance of Mail exceeding the dimensions 11 x 35 x 40 cm;
- does not check or control the content or quality of Mail. If Mail is sent cash on delivery, Loffice is entitled to refuse acceptance; if Loffice nevertheless pays a cash-on-delivery charge, the Customer is obliged to reimburse this in cash within (2) two working days after notification by Loffice.

### **1.2.4 Seat-host Service Fee and Deposit**



1.2.4.1 The Seat-host Service fee and the amount of the Deposit are indicated on Loffice's website and must be paid in advance.

1.2.4.2 Payment of the first annual Seat-host Service fee and the Deposit is a prerequisite for issuing the necessary confirmation for the purpose of company registration with the commercial court or other authorities.

#### **1.2.5 Duration and Termination of the Seat-host Service**

1.2.5.1 The Seat-host Service Agreement is concluded for an indefinite period, unless the Customer is a company incorporated for a fixed period. The Customer may not terminate the agreement within one year of its conclusion. No later than (3) three months before the expiry of the one-year period, the Customer must notify Loffice in writing of the termination; otherwise, the Seat-host Service shall automatically be extended for a further (1) one year.

1.2.5.2 Termination is effected by a unilateral declaration addressed to the Customer or to Loffice to their email address or by registered letter to the address of the Customer or Loffice specified for identification purposes.

1.2.5.3 If both a Coworking Agreement or Office Agreement and a Seat-host Service Agreement exist between the same Parties, termination of one agreement shall not be deemed termination of the other agreement. The Parties shall expressly specify which agreement is being terminated or whether both agreements are terminated simultaneously.

1.2.5.4 In the event of termination of the Seat-host Service Agreement, the Customer shall, within (5) five working days after the end of the agreement, collect its documents, letters and other Mail and provide an up-to-date extract from the commercial register confirming that its seat has been removed from Loffice's address.

1.2.5.5 Termination by Loffice shall be deemed served on the (5th) fifth working day after dispatch if it is sent to the contact details provided by the Seat-host Service Customer.

#### **1.2.6 Additional Services for a Fee**

- Copying, printing
- Coworking
- Office Service
- Partition wall
- Coffee and tea
- Use of the coworking office at weekends or outside regular opening hours
- Mail scanning and digitisation
- Mail forwarding
- Use of the meeting room
- Use of the event space

The full list is indicated on Loffice's website. The agreement for Additional Services may be concluded by online booking via the website, but may also be concluded orally, by email or by conclusive conduct.

#### **1.3 Use of the Meeting Room**

##### **1.3.1 Conclusion of the Meeting Room Agreement**

1.3.1.1 A new Customer may request an offer for the use of a meeting room in two (2) ways:

# LOFFICE

- via the website: <https://loffice.at/vienna/de/event-spaces/index.php>
- via the platform: <https://lofficewien.spaces.nexudus.com/de>

In both cases, the Customer registers by completing the data form, selecting the meeting room and the desired time slot. After submitting the form, the Customer receives an offer from Loffice by email, which may be accepted or amended. The agreement is concluded upon the request for an offer and the confirmation with identical content.

1.3.1.2 A registered Customer may book directly via the platform or request an offer for the service. For this purpose, the Customer accesses the platform via the website (www.loffice.at – “Login”), selects the meeting room and the desired time slot, and receives a confirmation by email after submission. The agreement is concluded upon the request for an offer and the confirmation with identical content.

1.3.1.3 The Customer may submit an individual request for an offer under the “Notes” section of the form. In this case, the Customer will receive a separate offer by email.

1.3.1.4 The agreement may also be concluded orally or by email on the basis of a request for an offer. In such cases, Loffice shall record the agreement in writing after the registration data has been entered.

## 1.3.2 Rules for Meeting Rooms and Their Use

1.3.2.1 The parameters of the meeting rooms at the respective locations and the applicable prices are specified on the Loffice website and in the price list.

1.3.2.2 The Customer is obliged to use the meeting room in accordance with its intended purpose and in line with the agreement between the Parties.

1.3.2.3 Loffice shall not be liable for any assets or items brought into the meeting room by the Customer.

1.3.2.4 If the Customer arrives earlier or stays longer in the meeting room than agreed, the final invoice amount shall be increased in accordance with the prices published on the Loffice website. Any commenced hour shall be charged as a full hour.

## 1.3.2.5 Cancellation by the Customer

If the Customer cancels a booked meeting room within fourteen (14) days prior to the agreed date, a cancellation fee of 50% of the agreed price shall be payable.

In the event of cancellation within seven (7) days prior to the agreed date, a cancellation fee of 100% of the price shall be charged.

## 1.3.2.6 Payment

Where possible, 100% of the agreed service fee shall be invoiced five (5) working days prior to the booking period and must be paid by the indicated due date.

1.3.2.7 The Customer is responsible for the proper conduct of the meeting, in particular with regard to the agreed noise and fire safety regulations. The Customer acknowledges the statutory provisions on the protection of minors and assumes liability for compliance with them. If an official permit is required for the meeting, the Customer must provide proof thereof to Loffice upon request in due time.

## 1.3.2.8 Cancellation by Loffice

Loffice is entitled to cancel a confirmed booking of a meeting room up to fourteen (14) days prior to the agreed date without stating reasons.

Such cancellation may occur in particular due to operational, organizational, safety-related or technical reasons.

In the event of cancellation by Loffice, any payments already made by the Customer shall be fully refunded. Any further claims of the Customer, in particular claims for damages, reimbursement of expenses, loss of profit or other consequential damages, are excluded.

# LOFFICE

Where possible, Loffice will endeavour to propose an alternative date or a suitable replacement room. However, the Customer shall have no legal entitlement to the provision of a replacement room or a specific alternative date.

### 1.3.3 Additional Services for a Fee

Additional services may include in particular:

- technical staff
- AV technology
- reception services
- catering

The full list of additional services is available on the Loffice website. The agreement for additional services may be concluded by online booking via the website, orally, by email or by conclusive conduct.

## 1.4 Use of the Event Space

### 1.4.1 Conclusion of the Event Space Agreement

1.4.1.1 A new Customer may request an offer for the use of an event space in two (2) ways:

- via the website: <https://loffice.at/vienna/de/event-spaces/index.php>
- via the platform: <https://lofficewien.spaces.nexudus.com/de>

### 1.4.2 Rules for Event Spaces and Their Use

1.4.2.1 The parameters of the event spaces at the respective locations and the applicable prices are specified on the Loffice website and in the price list provided there.

1.4.2.2 The Customer is obliged to use the event space in accordance with its intended purpose and in line with the agreement between the Parties.

1.4.2.3 Loffice shall not be liable for any assets or items brought into the event space by the Customer.

1.4.2.4 If the Customer arrives earlier or stays longer in the event space than agreed, the final invoice amount shall be increased in accordance with the prices published on the Loffice website. Any commenced hour shall be charged as a full hour.

### 1.4.2.5 Cancellation by the Customer

If the Customer cancels a booked event space within fourteen (14) days prior to the agreed event date, a cancellation fee of 50% of the agreed price shall be payable.

In the event of cancellation within seven (7) days prior to the event date, a cancellation fee of 100% of the price shall be charged.

### 1.4.2.6 Payment

Where possible, 100% of the agreed service fee shall be invoiced five (5) working days prior to the booking period and must be paid by the indicated due date.

1.4.2.7 The Customer is responsible for the proper conduct of the event, in particular with regard to the agreed noise and fire safety regulations. The Customer acknowledges the statutory provisions on the protection of minors and assumes liability for compliance with them. If an official permit is required for the event, the Customer must provide proof thereof to Loffice upon request in due time.

### 1.4.2.8 Cancellation by Loffice

Loffice is entitled to cancel a confirmed booking of an event space up to fourteen (14) days prior to the agreed event date without stating reasons.

# LOFFICE

Such cancellation may occur in particular due to operational, organizational, safety-related, technical or regulatory reasons, as well as due to force majeure.

In the event of cancellation by Loffice, any payments already made by the Customer shall be fully refunded. Any further claims of the Customer, in particular claims for damages, reimbursement of expenses, loss of profit or other consequential damages, are excluded.

Loffice will endeavour to propose an alternative date or a suitable replacement location. However, the Customer shall have no legal entitlement to the provision of a replacement location or a specific alternative date.

## 1.4.3 Additional Services for a Fee

Additional services may include in particular:

- technical staff
- AV technology
- reception services
- catering

The full list of additional services is available on the Loffice website. The agreement for additional services may be concluded by online booking via the website, orally, by email or by conclusive conduct.

## 1.5 Office Agreement

### 1.5.1 Conclusion of the Agreement

1.5.1.1 The office lease agreement is concluded as an Electronically Concluded Agreement between Loffice and the Customer via the online platform used by Loffice at <https://lofficewien.spaces.nexudus.com/de/signup>.

1.5.1.2 The registration procedure is as follows: The new Customer registers by completing the Data Form and selecting the desired office package. After submitting the Data Form, the Customer receives confirmation from Loffice together with a password for access to the platform.

1.5.1.3 A registered Customer may change or extend the package via the platform; an extension can also be initiated through the Host if required.

1.5.1.4 In exceptional cases, the agreement may also be concluded as a Specific Agreement if, at the time of conclusion, the technical requirements for an Electronically Concluded Agreement are not met.

1.5.1.5 The office lease agreement between the Customer and Loffice is subject to a notice period of three months. The Customer and Loffice are entitled to terminate the office lease agreement by unilateral written declaration, with (3) three months' notice, effective as of the last day of a calendar month and without giving any reason; otherwise, the agreement shall automatically be extended for a further (3) three months.

1.5.1.6 If both a Coworking Agreement or Office Agreement and a Seat-host Service Agreement exist between Loffice and the Customer, termination of one agreement shall not be deemed termination of the other agreement. The Parties shall expressly specify which agreement is being terminated or whether both agreements are terminated simultaneously.

1.5.1.7 If the Customer does not find a package that meets its needs or wishes to request an Additional Service for which an Electronically Concluded Agreement cannot be concluded, the Customer may request an offer for a Specific Agreement from Loffice via the website, by email or in another manner.

1.5.1.8 The office lease agreement becomes effective upon payment of the costs for the first month together with the applicable VAT. Payment of the Deposit in the amount of three monthly rents is a prerequisite for moving into the premises.

1.5.1.9 If the Customer does not return the office at the end of the agreed lease term and no extension option has been agreed between Loffice and the Customer, the Customer shall pay a usage fee in the amount of 200% of the agreed rent until the end of actual use.



### **1.5.2 Office Packages**

1.5.2.1 The parameters of the offices, the corresponding service prices and the detailed services are specified on Loffice's website.

1.5.2.2 The office 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 from the start date of the agreement for (1) one month. If an office package is not used in the respective month, it cannot be carried over to another month. For an additional fee, the office package may be used beyond the one-month period.

### **1.5.3 Standard Services**

- Use of the designated office in accordance with the selected office package or separate agreement
- Shared use of common areas
- Host available on working days during opening hours (information on the website)
- Use of kitchen and dining area
- Heating, cooling, lighting, electricity and water use
- Access to broadband internet (WLAN)
- Company address
- Use of one locker per office

### **1.5.4 Additional Services for a Fee**

- Copying, printing
- Partition wall
- Coffee and tea
- Coworking
- Use of the meeting room
- Use of the event space
- Cleaning of the office

The list is provided on the website; additional services may be agreed separately. The agreement for Additional Services may be concluded by online booking via the website, but may also be concluded orally, by email or by conclusive conduct.

### **1.5.5 Rules for Offices and Their Use**

1.5.5.1 The Customer may use the office and Loffice's tools and equipment exclusively for office work and in accordance with their intended function. In the event of misuse, the Customer shall be liable for any resulting damage.

1.5.5.2 Loffice has an extraordinary right of termination without notice if the Customer materially breaches its obligations, in particular if the Customer is in arrears with one month's rent or any other payments under this agreement, despite a reminder granting a grace period of at least two weeks.

# LOFFICE

1.5.5.3 The Customer undertakes to use the office with due care, to maintain it in good condition and, upon expiry of the agreement, to return the leased area without delay in proper condition. After termination of the agreement, the Customer undertakes to restore the original layout of the office without delay and to return the office in painted condition. The Customer shall bear the costs of repairing equipment and replacing worn furniture.

1.5.5.4 The Customer is solely liable for objects, equipment or other items brought into the leased area.

1.5.5.5 Structural alterations or other modifications may only be carried out with Loffice's prior written consent.

1.5.5.6 The Customer agrees that Loffice may carry out necessary installation work in the office. The Host and Loffice's representatives have access to the building services in the office at any time.

1.5.5.7 Downloading or uploading illegal content via the internet is prohibited.

1.5.5.8 The Customer must notify Loffice immediately or at the latest within (3) three days of any changes to the personal or company data provided during registration.

1.5.5.9 The Customer is obliged to keep the keys received with due care and to protect them from misuse by third parties. Loffice must also be informed immediately of any loss or damage to keys so they can be disabled without delay. The Customer must reimburse Loffice for the cost of the keys, corresponding to the amount of the Deposit. After termination of the Office Agreement, the Customer must return the keys to Loffice without delay.

1.5.5.10 If the Customer uses the office beyond the daily opening hours, special care must be taken. When leaving, the Customer undertakes to properly close the office (e.g. switching off electrical equipment and lights, closing doors and windows) and to comply with the provisions of the House Rules; otherwise, the Customer must compensate Loffice for any damage incurred.

1.5.5.11 The provisions in Clause 1.2.3 shall apply mutatis mutandis to the handling of Mail.

1.5.5.12 The Customer shall provide, at its own expense, the equipment required for its own business activities, including audiovisual equipment, printers, computers, servers and other technical or non-technical equipment in the leased area.

1.5.5.13 Loffice provides internet and other operational services to the Customer as received from Loffice's service providers. Continuity and speed of the internet and other services are outside Loffice's responsibility; no specific transmission speed or permanent availability is owed.

1.5.5.14 The Customer undertakes, together with its employees, clients and guests, to comply with Loffice Vienna's policies and House Rules as well as the applicable fire, accident, occupational and environmental protection regulations.

1.5.5.15 Loffice arranges for the collection of office waste once per week. If the nature or quantity of waste generated by the Customer's activities exceeds normal levels, the Customer is obliged to arrange and pay for appropriate additional disposal at its own cost.

1.5.5.16 The Customer undertakes to inform Loffice immediately of any potential risk of damage in the office or, in urgent and unavoidable cases, to take measures to avert damage at its own expense; Loffice will reimburse the Customer for such costs within fifteen (15) days, provided the measures were necessary and appropriate.

## 2. SERVICE FEES, PAYMENT AND INVOICING

2.1 The contractual prices are based on the price list valid at the time the agreement is concluded. The price list contains net prices and is exclusive of VAT. Loffice reserves the right to change prices without prior notice.

2.2 Prices must be transferred within the payment period stated on the invoice to the account indicated therein. An obligation to pay is deemed fulfilled when the full amount has been credited to Loffice's bank account.

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

# LOFFICE

2.4 If the Customer is in default with any payment to Loffice, the Customer is obliged to pay statutory default interest for the entire period of delay.

2.5 Loffice issues invoices as electronic invoices or, if requested by the Customer, in paper form.

2.6 Offers from Loffice are valid for (7) seven days unless Loffice specifies a different period in the offer. Offers are for information purposes only; Loffice reserves the right to make changes.

## 2.7 Payment of the Deposit

2.7.1 The Customer is obliged, upon conclusion of the agreement, to pay the amount of the Deposit defined in Loffice's price list, on the website or in the Specific Agreement. Payment of the Deposit is a prerequisite for the agreement to take effect.

2.7.2 The Deposit serves as security for the fulfilment of all obligations of the Customer arising from agreements concluded with Loffice. If the Customer breaches any contractual obligation and fails to remedy this breach within (5) five days after receiving a written request from Loffice, Loffice is entitled to satisfy its claims directly from the Deposit.

2.7.3 If the amount of the Deposit falls below the original amount, the Customer is obliged to replenish the Deposit to the original amount.

2.7.4 Upon termination of the contractual relationship, Loffice shall repay the unused portion of the Deposit to the Customer within (30) thirty days.

2.7.5 The Deposit is held in a separate bank account. Any administration costs charged by the deposit bank as well as the banking risk shall be borne by the Customer.

2.7.6 No interest is payable on the Deposit.

## 3. EXTRAORDINARY TERMINATION OF THE SPECIFIC AGREEMENT AND THE ELECTRONICALLY CONCLUDED AGREEMENT

Loffice is entitled to terminate all services with immediate effect if:

- the Customer is in default with a payment or another contractual obligation and fails to fulfil the payment or obligation within eight (8) days from written reminder by Loffice;
- the Deposit is not paid within (5) five working days from conclusion of the agreement;
- insolvency proceedings are opened over the Customer's assets, liquidation proceedings are initiated or the Customer decides on voluntary dissolution.

## 4. LIMITATION OF LIABILITY

4.1 Loffice is not liable for damage to or loss of the Customer's items or documents on Loffice's premises unless such damage has been caused by Loffice intentionally or through gross negligence.

4.2 At the Customer's request, Loffice will assist the Customer in taking out property insurance for its assets in the coworking office or private office and liability insurance for any damage that may be caused to third parties on Loffice's premises.

4.3 With regard to the quality and possible interruptions of internet and public utility services, Loffice has the same obligations towards the Customer as the internet and utility service providers have towards Loffice. This applies in particular to disruptions, delays, outages or bandwidth limitations of internet, network or telecommunications services. Loffice does not owe any specific transmission speed or permanent availability of these services but provides them within the scope of the services rendered by the respective third-party providers.



4.4 Loffice is not liable for restrictions or interruptions of the services unless Loffice has caused them directly or through gross negligence.

4.5 The Customer acknowledges that there may be exceptional restrictions or interruptions to the services, of which Loffice will inform the Customer. In such cases, Loffice is obliged to provide an alternative workspace where possible. The Customer further acknowledges that, in exceptional cases, service restrictions may occur when Loffice organises its own events. In such cases, Loffice will inform the affected Customer at least (24) twenty-four hours in advance and, where possible, provide an alternative workspace.

## 5. DATA PROTECTION

5.1 Austrian data protection law applies in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG) 2018.

5.2 By accepting these GTC, the Customer acknowledges that photo, audio and video recordings may be made at events, community activities and in common areas, which Loffice will store for a maximum of (15) fifteen days unless longer retention periods are required by law or expressly agreed.

5.3 Loffice processes the information received from the Customer in accordance with applicable law and uses it to provide the services ordered by the Customer. The data provided by the Customer is used by Loffice solely for the performance of the agreement concluded with the Customer or – if indicated during registration – stored for the purpose of sending newsletters. The Customer's data will not be disclosed to third parties by Loffice / the Service Provider unless this is required for performance of the agreement and the Customer has consented. In handling Customer data, Loffice / the Service Provider is obliged to comply with the provisions of the GDPR.

5.4 By accepting these GTC, the Customer voluntarily and without undue pressure agrees that Loffice may create photo and video recordings at events and in common areas and may use these, to a reasonable extent, for the promotion of services offered by Loffice (e.g. website, social media channels, printed materials). The Customer may object to such use at any time for overriding legitimate reasons.

5.5 The Customer acknowledges that Loffice is obliged under the provisions of the Trade Regulation Act to retain the documents listed in Clause 1.2.2.3 for five years after termination of the business relationship between the Parties.

5.6 Data subjects have, in particular, the right of access, rectification, erasure, restriction of processing, data portability and the right to object to processing in accordance with Articles 15 to 21 GDPR. Further information can be found in the Privacy Policy published on Loffice's website.

## 6. CONFIDENTIALITY

The Customer is strictly obliged to maintain confidentiality regarding all personal, business and financial information which becomes known to the Customer in connection with the services and agreements with Loffice. This duty of confidentiality continues to apply after termination of the contractual relationship.

## 7. NOTICES

7.1 Loffice / the Service Provider and the Customer expressly agree that the following forms fulfil the written form requirement:

- a) agreements concluded electronically using the procedures provided for in the E-Commerce Act (ECG);
- b) any notice sent to the other Party or to the Customer at the email address specified for identification purposes or in the agreement;
- c) notifications via the Nexus platform.

Electronic declarations (in particular declarations made by email or via the platform) satisfy the written form requirement within the meaning of the E-Commerce Act.

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7.2 If a notice is sent by registered mail, it shall be deemed delivered on the (5th) fifth day after the attempted delivery, if delivery was unsuccessful but the item was returned to the sender with the note "not collected", "moved", "not received" or a similar remark.

## **8. LANGUAGE**

These GTC have been drawn up in German and English. In the event of any discrepancies between the English and the German version, only the German version shall be binding.

## **9. APPLICABLE LAW, DISPUTE RESOLUTION**

9.1 The contractual relationship between Loffice and the Customers is governed exclusively by these GTC and Austrian substantive law (excluding its conflict-of-laws rules).

9.2 The Parties agree to attempt to resolve disputes arising from agreements concluded between them amicably and in a spirit of cooperation as a first step.

9.3 If negotiations between the Parties do not lead to an amicable settlement of the dispute within 30 (thirty) days, the courts in Vienna (Austria) having subject-matter jurisdiction shall have exclusive jurisdiction.