



## GENERAL TERMS OF CONTRACT GTC Loffice Vienna

### Definition

**Loffice:** means the organisations operating under the same brand according to the present GTC as follows:

- (i) P-55 Kft. (seat: 1061 Budapest, Paulay Ede str. 55.),
- (ii) RÉ-NET Kft (seat: 1084 Budapest, Salétrom str. 4.),
- (iii) Taste Loffice Kft (seat: 1061 Budapest, Paulay Ede str. 55.),
- (iv) Coworkid Foundation (seat: 1061 Budapest, Paulay Ede str. 55.),
- (v) Loffice Services OG (seat: Vienna, Schottenfeldgasse 85/1.).

Each of the Loffice companies hereinafter called: "**Loffice member**".

**Coworking offices or office:** mean the buildings and/or premises operated by Loffice in three locations in which the Services are rendered by the Loffice member as follows:

- (i) Budapest VIII. district, Salétrom str. 4, further Budapest VIII. district, Rákóczi square 3. - operated by RÉ-NET Kft. (further: "**Salétrom Loffice**"),
- (ii) Budapest VI. district, Paulay Ede str. 55. - operated by P-55 Kft. (further: "**Paulay Loffice**"),
- (iii) Vienna VII. district, Schottenfeldgasse 85/1. - operated by Loffice Services OG (further: "**Loffice Vienna**")

**Services:** mean the Service packages rendered by a Loffice member in the Coworking offices as follows:

- (i) Coworking
- (ii) Event space
- (iii) Meeting room
- (iv) Office lease
- (v) Seat-host service

**Website:** means the internet platform <http://lofficecoworking.com> operated by Loffice.

**Coworking service:** means the shared use of office space and infrastructure with other Coworkers

**Coworking contract:** means the agreement on coworking service.

**Client:** means legal entity or natural persons, recipients of Services, concluding a Specific agreement with a Loffice member.

- (i) The client of the coworking contract called as Coworker.
- (ii) The client of the seat-host service contract called as Seat-tenant.
- (iii) The client of the Event space and the Meeting room called as Lessor.

**Price list:** means the counter values, to be paid to the Loffice member for the Services. The currently valid prices are published on the Website of Loffice.

**Specific agreement:** means the agreement between the Loffice member and the Client regarding Services.

**Electronically created contract:** means the agreement concluded according to the procedure as set forth in the E-Commerce Act.

**Security deposit:** means the amount, securing the contractual obligations under the Specific agreement.

**Identification:** means

- (i) in case the Client is a natural person, the specific data disclosure of his/her personal data (the copy of his/her ID/Passport and his/her address registration sheet)
- (ii) in case the Client is a legal entity, the specific data disclosure of the abstract from the commercial registry and the personal data of the managing director as set forth in case of a natural person,
- (iii) in both cases the specific data disclosure of the e-mail addresses, post addresses and invoice address.
- (iv) in case of seat-host service, the Client shall disclosure, in addition to the above, further specific data, which are required by the Act §§ 165 and 278d Anti-money laundering and Terrorism Financing Act (“AML”)

**Registration:** means in the course of concluding the Specific agreement (i) the Identification of the Client, (ii) the acceptance of the GTC, (iii) the acceptance of Data Protection Policy of Loffice and (iv) disclosure of the personal (PIN) code.

**Other services:** mean the services other than the standard services of Loffice as set forth in the GTC, published in the Website.

**Guest ticket:** mean the ticket which was bought by the Client for a named person who can use it within 1 day and which entitles this guest for the same service as the Client has, in working days, during opening hours, for a period of 2 hours, the maximum.

**Nexodus:** means the online customer relationship software of Loffice.

**Host:** means the representative of Loffice, present in the Coworking office.



## 1. SPECIFIC AGREEMENTS

### 1.1. Coworking contract

#### 1.1.1 Conclusion of the contract

The Coworking contract enters into force subject to the Registration by the Client and selection of the Service Package with the confirmation of Loffice as follows:

1.1.1.1 The Coworking contract shall be concluded Electronically between the Loffice member, operating the selected Coworking office, and the Coworker on the online platform created on the Website of Loffice, except for in exceptional case, if technical conditions are not granted at the date of conclusion of the contract.

1.1.1.2 The procedure of conclusion of the Electronically created contract is as follows: (i) Identification of the Coworker (ii) acceptance of the present GTC (iii) acceptance of the Data Management Policy (iv) Selection of the Service Package and agreement in its price/fee (v) indicating the password of the registration profile. (vi) The contract enters into force with the electronic (in exceptional case: by other way: in written form, or by implicit acceptance) confirmation of the Loffice.

1.1.1.3 Prolongation of the Coworking contract or selection of a new Service Package by already registered Coworker can be made through the Host by electronically (or exceptionally otherwise as set forth above) way.

#### 1.1.1.4 Coworking Packages

- a) LoFLEX 1 day
- b) LoFLEX 5 days
- c) LoFLEX 10 days
- d) LoFLEX 15 days
- e) LoFLEX monthly
- f) LoFIX monthly 24 hours

The content, the fee and the specific services are indicated on the Website of Loffice.

#### 1.1.1.5 Payment of the Coworking Packages

The payment shall be effected prior to the Service against the invoice of Loffice. The payment as follows:

- a) online platform
- b) bank transfer



- c) exceptionally cash

#### **1.1.1.6 Basic services rendered for Coworker**

- a) Use of working stations and office equipments of the Coworking office.
- b) Shared use of the office space with other Coworkers for 1 (one) Coworker 1 (one) Coworking Package.
- c) 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.)
- d) Only owners of LoFIX Packages are entitled to use Coworking Service for unlimited (daily 24 hours) time. (The minimum period of LoFIX Package is 1 month.)
- e) The Host is available in working days and in opening hours. (The information on opening hours of the Coworking offices are on the Website.)
- f) Use of kitchen and dining facility
- g) Heating, cooling, lightening, use of electricity and water.
- h) Access to broadband internet (wifi)
- i) Cleaning of Coworking Office.
- j) Introduction opportunity on any of the social media platform of Loffice in a way and in an extent as agreed with Loffice.

#### **1.1.1.7 Other services available for additional cost**

- a) locker usage
- b) copy, printing
- c) coffee and tea
- d) office use during the weekends or after the daily opening times for those with LoFLEX package (this is included in the LoFIX package)
- e) Meeting room usage
- f) Event space usage
- g) Seat-host service

The full list is included on the Website.

#### **1.1.2 Rules of coworkers collaboration**

- a) 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.
- b) 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.
- c) Download and upload of illegal content through the internet is prohibited.
- d) The Coworker must immediately notify Loffice of any change in personal information provided upon Identification.

- e) The Coworker using the LoFIX package is obliged to keep the received access card / keys and must keep it out of reach of third parties. They must also immediately notify Loffice of any card or keys loss or damage for immediate invalidation. Coworker is required to reimburse Loffice the amount of the card and keys, which is equal to the amount of the deposit. Upon termination of the Coworking contract, they are required to return the card and keys to Loffice immediately.
- f) 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](#).

## 1.2 Seat-host service contract

### 1.2.1 Conclusion of the Seat-host contract

1.2.1.1 The contract for the provision of the seat-host service is concluded Electronically through the online interface available on the Loffice Website, unless the technical conditions for this are exceptionally not provided at the time of concluding the contract. The procedure of concluding the Electronically created contract is as follows:

the Seat-tenant performs on the online interface created by Loffice (i) the Identification, which also includes the screening according to the rules of AML (ii) declares the acceptance of the GTC and (iii) declares accepting the Privacy Policy and (iv) providing the password for the electronic profile, (v) selecting the Seat-host service package (vi) of which the the Seat-tenant will be notified by electronic means.

1.2.1.2 In exceptional cases, where electronic contracting encounters a technical obstacle, the contract may be concluded on paper in compliance with the above conditions.

### 1.2.2 Content of the seat-host contract

The Seat-host service contract entitles the Seat-tenant to register the address of the Coworking office stated in the contract as the registered office of the company in the competent authority register.

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

- a) issues a license to use the registered office, which entitles the Seat-tenant to register its seat in the Coworking office
- b) authorizes Seat-tenant to use the Coworking office address as a mailing address

- c) receives letters and other postal items received by Seat-tenant (further collectively referred to as “postal items”) as its representative and notifies the Seat-tenant of the receipt of postal items by e-mail or via its online interface
- d) provides a separate storage space for postal items and company documents required by law (for 1 week from the date of receipt, thereafter the Seat-tenant shall be obliged to ensure the delivery of the postal items)
- e) The name of the Seat-tenant company is displayed on the street front
- f) In consultation with the Seat-tenant, Loffice provides a sign for the Seat-tenant at the Seat-tenant's own expense.
- g) 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 Seat-tenant of this fact. If Loffice pays the cash on delivery fee, the Seat-tenant is obliged to reimburse it in cash to the notification of the Loffice within 2 (two) working days.

## **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.

1.2.4.2 Loffice shall hand over to the Seat-tenant 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 Seat-tenant of the first yearly Seat-host service fee and the Security deposit and after depositing the declaration of the Seat-tenant, according to which Loffice shall be entitled to initiate the de-registration of the Seat-tenant's seat from the address of the Coworking office, if the Seat-tenant 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**

- a) The Seat-host service contract is concluded for an indefinite period of time, unless the Seat-tenant is a company established for a definite period of time.
- b) The Seat-tenant may not terminate the contract within 1 year of its conclusion. No later than 3 months before the expiry of the 1 year period, the Seat-tenant must notify Loffice about the termination of the contract, otherwise the Seat-host service will be automatically extended for another 1 year.
- c) Termination shall be effected by an unilateral statement addressed to the Seat-tenant / Loffice member to its e-mail address or by registered mail to the Seat-tenant / Loffice address provided at Identification.
- d) If there is a Coworking 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.

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

## 1.3 Renting of the Meeting room

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

1.3.1.1 The contract between the Loffice member and the Lessor is concluded through the online interface available on the Loffice Website.

1.3.1.2 The contract will be concluded with the confirmation from Loffice, after Registration of the Lessor and the confirmation of the selected Meeting room.

### 1.3.2 Rules of the Meeting rooms and their use

- a) The parameters for the Meeting rooms for each location and the relevant rent amounts can be found on the Loffice Website and in the Price list provided there.
- b) The Lessors are obliged to use the Meeting rooms as intended and in accordance with the agreement of the Parties.
- c) Loffice is not responsible for the assets brought into the Meeting room by the Lessor.
- d) The Lessor acknowledges that the designated smoking area is set in the [House Rules](#) of Loffice.
- e) The final invoice will be issued after the event based on the actual use of the services.
- f) If the Lessor arrives earlier or stays longer in the Meeting room than the agreed time, the amount of the final invoice will be increased based on the prices on the Loffice Website. Each started hour counts as an entire hour.
- g) If the Lessor cancels the booked Meeting room for any reason within 14 days from the starting date of the event, it shall pay a frustration penalty in the amount of 50% of the rental fee. In case of a cancellation within 7 (seven) days from starting date of the event, 100% of the rental fee will be invoiced.

## **1.4 Renting of the Event space**

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

1.4.1.1 The contract between the Loffice member and the Lessor of the Event space is concluded on the online interface available through the Loffice Website.

1.4.1.2 The contract will be concluded with the Registration and confirmation of the selected Event space, as well as the details of the equipment's objects, layout and designation of services, with Loffice's confirmation.

1.4.1.3 If it is not possible to indicate all the individual features on the online interface, the contract will be concluded by requesting a quote to Loffice's Email address and confirming the renting via Email.

### **1.4.2 Rules of the Event space and their use**

- a) The parameters of the Event spaces for each location and the relevant rent can be found on the Loffice Website and in the Price list.
- b) The Lessors are obliged to use the Event spaces as intended and in accordance with the agreement of the Parties.
- c) Loffice is not responsible for the equipment brought into the Event Space by the Lessor.
- d) The Lessor acknowledges that the designated smoking area is set in the House Rules of Loffice.
- e) The final invoice will be issued after the event based on on the actual use of the services.
- f) If the Lessor arrives earlier or stays longer in the Event space than the agreed time, the amount of the final invoice will be increased based on the prices on the Loffice Website. Each started hour counts as an entire hour.
- g) If the Lessor cancels the booked Event space for any reason within 14 days from the starting date of the event, for any reason, it shall pay a frustration penalty in the amount of 50% of the rental fee. In case of a cancellation within 7 (seven) days from the starting date of the event, 100% of the rental fee will be invoiced.

## **1.5 Long-term office lease contract**

1.5.1 Loffice publishes on its Website the Coworking offices and Coworking office locations that it offers for Long-term office lease.



1.5.2 Due to the unique features of the contract, the Long-term office lease contract is concluded on paper after the Client has been identified.

1.5.3 The GTC shall apply to all issues that are not settled by the Long-term office lease contract.

## **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 in advance 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 If the Client 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.

2.4 Loffice will issue the invoice as an electronic invoice, unless requested by the Client on paper. Payment methods: cash, online payment, bank transfer.

### **2.5 Payment of the Security deposit**

2.5.1 Coworker with the LoFIX package, the Seat-tenant and other Clients are obliged to pay Loffice the amount of the deposit published on the Loffice Website when concluding the contract with Loffice.

2.5.2 The Security deposit shall serve as security for the fulfilment of any and all obligations of the Client concluded a contract with them. In case the Client 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.

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

2.5.4 In the event of termination of the contract, Loffice will refund the unused part of the Security deposit to the Client within 30 days.



2.5.5 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 operation risk shall be borne by the Client of Loffice.

2.5.6 There is no interest on the Security deposit.

### **3. EXTRAORDINARY TERMINATION OF THE SPECIFIC AGREEMENT**

Loffice has the right to terminate the Specific agreement for the Coworking service and/or Other services with immediate effect in the following cases:

- a) in case of delay or non-payment of any of the Client's payment obligations, if the Client does not make the payment within 8 (eight) days from Loffice's written demand;
- b) 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;
- c) if bankruptcy, liquidation or voluntary dissolution process have been initiated against the Client.

### **4. LIMITATION OF LIABILITY**

4.1 Loffice shall not be liable for any damage or loss of the Client'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 Client 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 Coworker, the Lessor and other Clients as the internet and utility service providers towards Loffice.

4.4 Loffice shall not be liable for any defect in the use of the Coworking service and / or any Other service, unless caused by Loffice intentionally or through gross negligence.

4.5 Coworker acknowledges that there may exceptionally be a restriction on the Coworking service when Loffice organizes its own event, of which Loffice notifies Coworker at least 24 hours prior to the event and provides for the Client an alternative workspace if possible.

## 5. DATA HANDLING

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

5.1 By accepting the GTC, the Client consents to the creation and recording of images, sound and video, which Loffice may store and use for a maximum of 15 days.

5.2 The Client 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.

5.3 Loffice shall manage the data obtained from the Coworkers, the Seat-tenants and other contractual Clients in connection with the Identification in accordance with the applicable legal regulations for the purpose of rendering the services as ordered by the respective person.

5.4 Detailed regulations can be found in the following Privacy Policy published on the Loffice Website: <https://wien.lofficecoworking.com/privacy-policy>

## 6. CONTRIBUTION TO THE MARKETING DATA HANDLING

By accepting the GTC, the Client voluntarily and unconditionally agrees to allow Loffice to record images, audio and video of them in the territory of the Coworking offices and to use it freely for the purpose of advertising the services.

## 7. NOTICES

7.1 The Parties expressly agree to be considered in writing contracts:

- a) concluded Electronically using the E-Commerce Act (ECG)
- b) any notification sent to the other party, the Client to the E-mail address specified in the Identification or in the contract.

7.2 If the notification is sent to the Client by registered return, 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.



7.3 Notices and offers sent by E-mail shall be deemed to have been delivered on the 4th working day from the sending of the E-mail.

7.4 If the e-mail communication does not involve the conclusion of a contract or an amendment, but a notice communicated on the basis of an agreement, the notice shall be deemed accepted by the other party if the receiving party, at least 10 (ten) working days after the relevant E-mail is sent, in a similar form, does not make a statement to the contrary.

## **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**

Loffice and the Client's contractual relationships relating to the Coworking, the Seat-host service or Other services, including the Specific agreement, are governed by the present GTC and as the underlying right to the Austrian laws with the exception of the relevant provisions on Conflict of Laws..

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

9.2 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.

Vienna, 2020