

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 service.
- **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 Articles 6.82-6:86 of-the Act No.V from the year 2013 ("Hungarian Civil Code").
- **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 Act No. LIII of 2017 on Money laundering ("Money Laundering Act") means the required individual data entry by the Customer who uses the Seat-host service.
- **Loffice:** means the company, RÉ-NET Kft, operated under this brand. (Branch: 1085 Budapest, Salétrom u. 4., Seat: 1061, Budapest, Paulay Ede u. 55.).
- **Loffice office or Coworking office:** means the operated buildings and/or rooms in which the Services are provided by Loffice or by an affiliated company as follows:
 - Budapest VIII. District, Salétrom utca 4. and Budapest VIII. District, Rákóczi tér 3 (further: "**Loffice Salétrom**"),
 - Budapest VI. District, Paulay Ede utca 55. (further: "**Loffice Paulay**").
- **Money Laundering Act:** means the Act No. LIII of 2017 about money laundering ("Money Laundering Act").
- **Nexodus or Platform:** this means online customer management software operated by Loffice: <https://lofficebudapest.spaces.nexodus.com>.
- **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 natural persons: the name, the tax number, the email address, the telephone number, the address of the Customer
 - legal persons: company name, tax number, email address, telephone number, company seat
 - in both of the above cases, acceptance of the terms and conditions and Loffice's privacy policy.
- **Service provider:** means the Service provider of Loffice registered by NTCA (National Tax and Custom Administration) 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 and Apartment rental
 - Serviced offices
 - 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: www.loffice.hu.

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://lofficebudapest.spaces.nexodus.com/en> 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.

1.1.2 Coworking Packages

- LoFLEX 1 day
- LoFLEX 5 days
- LoFLEX 10 days
- LoFLEX 15 days
- LoFLEX monthly
- LoFIX monthly 24 hours

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 the actual period. 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:

- credit card via terminal
- bank transfer
- online Platform, if the conditions are fulfilled.
- 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
- rolling storage cart
- Copy, printing
- laptop locker
- Divider wall
- Hygienic products
- Coffee and tea
- insurance
- coffee
- 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
- Seat-host service

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 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

121.1 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 modification. 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, the official documents and the approval to receive mail by the Service provider.

1.2.2 Content of the seat-host contract

122.1 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.

122.2 The Customer undertakes to hand over all documents required for Identification purposes to make copies thereof and to notify Loffice immediately of any changes.

- official permits
- company documents
- documents compiled with the data reporting requirement required by the National Tax and Custom Administration authority
- report required by the accounting Act
- reports required by the Money Laundering Act

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, otherwise the delivery fee will be deducted from the Security Deposit.

1.2.4 The Seat-host service fee and the payment of the Security deposit

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

124.2 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, for which amounts Loffice make out a proforma invoice.

1.2.5. Duration and termination of the Seat-host service

125.1 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.

1252 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.

1253 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.

1254 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.

1255 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
- laptop locker
- divider wall
- hygienic products
- insurance
- Coffee Office use during the weekends or after the daily opening times for those with LoFLEX package (this is included in the LoFIX package)
- Scanning and Digitization
- Meeting room usage
- Event space usage
- 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.

1.4 Renting of the Meeting room

1.4.1 The conclusion of the Meeting room renting contract

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

- 1) on the Website: <https://loffice.hu/budapest/en/event-spaces/index.php>
- 2) on the Platform, available through the Website: www.lofficebudapest.spaces.nexodus.com

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.

1.4.1.2 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.hu / "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.

1.4.1.3 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 written by the Host after submitting the registration data.

1.4.2 Rules of the Meeting rooms and their use

1.4.2.1 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.

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

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

1.4.2.4 In case of renting a Meeting room, Loffice will issue a prepayment request of the space rental fee, which the Customer is obliged to pay until the the start of the Meeting room renting and present the transaction certificate towards Loffice. The amount of the prepayment request is 50% of the final amount of the accepted contract.

1.4.2.5 Based on the prepayment reques, the final invoice will be issued after the event depending on the actual use of the Services.

1.4.2.6 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.

1.4.2.7 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.

1.4.3 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 Renting of the Event space

1.5.1 The conclusion of the Event space renting contract

1.5.1.1 The new Customer can request an enquiry for the service in 2 ways:

on the Website: <https://loffice.hu/budapest/en/event-spaces/index.php>

on the Platform, available through the Website: www.lofficebudapest.spaces.nexudus.com

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.

1.5.1.2 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.hu/ "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.

1.5.1.3 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.

1.5.1.4 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.

1.5.2 Rules of the Event space and their use

1.5.2.1 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.

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

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

1.5.2.4 In case of renting a Meeting room, Loffice will issue a prepayment request of the space rental fee, which the Customer is obliged to pay until the the start of the Meeting room renting and present the transaction certificate towards Loffice. The amount of the prepayment request is 50% of the final amount of the accepted contract.

1.5.2.5 Based on the prepayment reques, the final invoice will be issued after the event depending on the actual use of the Services.

1.5.2.6 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.

1.5.2.7 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.

1.5.3 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.

1.6 Long-term office lease contract

Loffice publishes on its Website the offices that it offers for long-term. Due to the special features of the contract, a longer-term contract is concluded on paper. The GTC shall apply to all questions that are not regulated by the concluded contract.

1.7 Serviced office / Serviced apartment contract

1.7.1 Content of the contract

1.7.1.1. The contract is a long-term rental and service arrangement according to the agreement of the Parties, obliges Loffice to invest, provide Services and lease premises, and the Customer to pay a service fee.

1.7.1.2 In the case of serviced apartments operated by Loffice, the method of use may be a flat or an office. The Serviced apartment feature includes rent, home-office conditions, Loffice community support and personalized services as agreed by the Parties.

1.7.2. Conclusion of the contract

1.7.2.1 Due to the specific features of the contract, the Serviced office / Serviced apartment lease agreement is concluded as an Individual Contract.

1.7.2.2 The GTC shall apply to all issues that are not settled by the Serviced office / Serviced apartment contract.

2. FEES, SERVICE PRICES, PAYMENT AND INVOICING

21 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.

22 In the case of prices in euros, the forint amount of the rent is calculated at the daily MNB exchange rate of the fifteenth (15th) day of the calendar month preceding the rental payment period.

23 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.

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

25 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.

26 Loffice will manage Office and Apartment, Serviced office and Serviced Apartment Fees on its own bank account. In case account management or other related fees are charged by the bank, such fee and the bank operational risk shall be borne by the Customer.

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

28 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.

2.8 Payment of the Security deposit

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.8.4 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.

2.8.5 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.

2.8.6 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 In the offices, courtyards and corridors of Loffice, as well as at the passenger entrance and car lift entrance, Loffice operates a closed-circuit camera system (CCTV) in accordance with legal requirements for the protection of persons and property. Loffice makes a documentation about the location of the cameras, which the Customer can view on request.

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) and the Act CXII of 2011 on the protection of personal data and the disclosure of data of public interest.

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 Detailed rules are contained in the [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) Electronic concluded contract,
- 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 Hungarian and English. In the case of any inconsistency between the Hungarian and the English versions, the Hungarian version shall prevail.

9. GOVERNING LAW, DISPUTE RESOLUTION

9.1 Loffice and the Customer's contractual relationships are governed to the present GTC and as the underlying right to the Hungarian Civil Code.

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 For decision of any and all disputes arising out of and in connection with contractual relationship entered into by and between Loffice and its contractual parties, the Buda Central District Court shall have the exclusive jurisdiction. In cases with a higher value of litigation the Code of Civil Procedure will proceed to the competent court.