

TERMS AND CONDITIONS OF USE

Last updated 01. January 2021

These terms and conditions of use ("Terms of Use") govern the use of any services of open2work ("us, "we," or "open2work"), including the use of its webpage or any mobile device software applications (together the "Service") made available by open2work as well as the relations between users of the Service (including Hosts and Guests as defined below) and open2work. By accessing, using or participating in the Service, you ("you" or the "User") agree to be legally bound by these Terms of Use. Open2work reserves all rights with respect to the access and the use of the Service.

Please read these Terms of Use and any connected and/or referenced documents carefully. They contain important information about your rights and obligations. The Terms of Use include a release by you of all claims for damages against us that may arise out of your access to or the use of the Service. By accessing or using the Service, you are agreeing to this release.

1. General

The Service involves an online platform through which office providers ("Hosts") may create listings for offices or partial office spaces ("Offices"), and interested parties ("Guest") can get to know and book Offices directly with Hosts. Besides providing the Service, open2work will collect payments made by Guests for the use of Offices. In any case open2work is not a party to any agreements entered into between Hosts and Guests and does not act as real estate broker or agent on behalf of any Host or Guest. Also, open2work has no control over the conduct of Hosts, Guests and other Users of the Service or any Offices, and disclaims all liability in this regard to the maximum extent permitted by law. open2work does not vet or screen Hosts or Guests, or Offices. Each Host is solely responsible for assessing any Guests it is considering granting access to its Office, and each Guest is solely responsible for assessing the suitability of any Office it is considering using.

2. Agreement between Hosts and Guests

For each individual reservation, the Host and the Guest will enter into a separate agreement ("Agreement"). The Agreement will form as soon as the booking request made by a Guest has been confirmed (by open2work or by the Host). The Agreement will be based on the terms and conditions that are stated in the offering (unless otherwise agreed by the Guest and the Host in writing, which includes electronic services such as e-mail), in particular the applicable fee and duration.

In the event of any conflict between the Agreement and the Terms of Use, the Agreement shall govern with respect to the relationship between Hosts and Guests provided that any alterations

of the Terms of Use to the detriment of open2work can only be agreed in the Agreement with the express written (including electronic services such as e-mail) consent of open2work.

3. Rights and obligations of Guests

As a Guest you must be a natural person over 18 years of age or a legal person and agree to the Terms of Use. You represent that all data provided to open2work is true, correct and complete and that you will update it if needed. As a representative of a Guest you represent that you are authorized to act in the name of the Guest. As a Guest you also represent that you are authorized to enter into the envisaged agreement with a Host.

As a Guest you agree to be bound by any rules of the Host if applicable and that you will abide by those rules.

4. Rights and obligations of Hosts

As a Host you must be a natural person over 18 years of age or a legal person and agree to the Terms of Use. You represent that all data provided to open2work is true, correct and complete and that you will update it if needed. As a representative of a Host you represent that you are authorized to act in the name of the Host. As a Host you also represent that you are authorized to enter into the envisaged agreement with a Guest.

As a Host you agree to provide and maintain the Office as described in the listing (including but not restricted to the proper functioning of Wi-Fi, printers, coffee machines etc. if applicable) and conform to the terms and conditions agreed with the Guest in the Agreement. In case the Office is not provided or maintained as described in the listing, open2work may in its sole discretion grant the Guest a price reduction and/or produce the described condition at its own expense (either by its own work or by mandating a third person). In any case, the costs of producing the described condition will be borne by the Host and open2work has the right to either deduct those costs from payments due to the Host or requiring the Host to pay those costs to open2work. open2work has the right to transfer any claim against the Host to a third party.

5. User account

You may create a user account with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

open2work is not responsible for any damages, costs, losses or similar in connection with the use of the account including any unauthorized activity on such account. Open2work may at its sole discretion at any time decide to cancel or modify your user account and cancel any bookings already made by you.

6. Payments and Fees

Guests agree to pay the applicable fee for using the Office as set forth in the Agreement for such Office (the "Fee"). Unless otherwise stated in the Agreement, the Fee will be payable in separate installments for every month, the latest one month in advance (e.g. in case of a reservation for October and November, the Fee will have to be paid in two installments, the first installment relating to October will have to be paid by the end of September and the second installment relating to November will have to be paid by the end of October). Hosts may also ask for a security deposit which is, unless otherwise stated in the Agreement, due five working days before the Guest starts using the Office.

Agreements which, taken as a whole, provide for the rent of an office for at least five days with the same host are considered long-term Agreements. All other Agreements are considered short-term Agreements. The definition of long-term and short-term Agreements is in the sole discretion of open2work and may be subject to change without prior notice.

With regards to short-term Agreements, Guests are required to pay the Fee and any other charges as per the payment instructions on the open2work website (and not to the Host directly). For providing its Service, open2work charges 20% of the Fee. The remainder of the Fee will be forwarded to the Host. The Host agrees that he will not be the direct recipient of the Fee and that all payments might be processed through a third-party payment provider (using a transitory bank account). The Host also agrees that him receiving the Fee is conditional upon the successful receipt of the associated payment from the Guest. open2work does not guarantee any payments to Hosts for amounts that have not been successfully received from Guests and is not liable for any damages caused in connection with the use of third party payment providers.

With regards to long-term Agreements, Guests are required to pay the Fee and any other charges directly to the Host (as per the payment instructions of the Host). The Host is required to forward 20% of that payment to open2work for providing its Service. The payment by the Host to open2work is due five business days after the payment of the Guest has been credited to the account of the Host. Upon request by open2work, Hosts and Guests are required to submit to open2work all information that open2work might need to determine whether, in what amount and/or when the payment of the Guest has been credited to the Host's account. With regards to long-term and short-term Agreements, the Host is responsible to ensure that their Guests fulfill their payment obligations. open2work is not required to start any actions and/or proceedings, such as a debt enforcement, with respect to a Guest that has not fulfilled its payment obligations. open2work has the right to transfer any claim against a Guest to the Host or any third party.

7. Cancellation and refunds

Confirmed bookings cannot be cancelled by the Host or Guest. The Fee paid by Users in connection with the Service is non-refundable. open2work may change the Fee for the Service at any time in its sole discretion.

8. Further representations

Guests and Hosts agree that they will not enter into an agreement for the use of Offices bookable through the Service without the involvement of open2work, unless expressly permitted in writing by open2work.

Guests agree that they will not, without the involvement of open2work, enter into an agreement for the use of Offices bookable through the Service with Hosts or any third parties, unless expressly permitted in writing by open2work.

In the event an agreement for the use of Offices bookable through the Service is concluded by a Guest with a Host or a third party but without the involvement of open2work, the Guest agrees to pay open2work a onetime commission in the amount of two monthly rent payments.

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; (7) your use of the Site will not violate any applicable law or regulation; and (8) you agree that open2work uses all visual and audio material that you have provided to them or that is produced by open2work for marketing purposes (homepage, social media marketing, etc.).

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

9. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

5. Use any information obtained from the Site in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site in a manner inconsistent with any applicable laws or regulations.
8. Engage in unauthorized framing of or linking to the Site.
9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Delete the copyright or other proprietary rights notice from any Content.
12. Attempt to impersonate another user or person or use the username of another user.
13. Sell or otherwise transfer your profile.
14. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
15. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
17. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
18. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
19. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
20. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
21. Use a buying agent or purchasing agent to make purchases on the Site.
22. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

23. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

10. Third party website and content

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

11. Modifications and additional agreements

Open2work may modify the Terms of Use at any time. If you do not agree to these modifications, you must cease using the Service. Any additional agreements to the Terms of Use must be done in writing (this includes electronic services such as e-mails).

12. Liability and indemnification

The liability of open2work is excluded to the extent permitted by law and open2work rejects any liability for damages incurred by Hosts, Guests or other Users. In case Hosts or Guests incur any damages in connection with or as a result of using the Service they are exclusively liable with respect to each other.

Hosts, Guests and other Users agree to indemnify, defend and hold open2work harmless against any claims, losses or similar in connection with or as a result of using the Service.

13. Applicable law and jurisdiction

The Terms of Use are subject to Swiss law and the place of jurisdiction for all disputes is Zurich, Switzerland.

14. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

15. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with

whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

17. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

18. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

open2work GmbH
Köllikerstrasse 5
8044 Zurich
Switzerland

Website: open2work.ch