



Akazien Campus GmbH - Akazienstraße 3a - 10823 Berlin

Terms of Use / General Terms and Conditions SPACE SHACK

§1 General

(1) The following terms and conditions apply to all services of SPACE SHACK operated by Akazien Campus GmbH, Akazienstr. 3a, 10823 Berlin, which SPACE SHACK provides to its customers/contractual partners (hereinafter referred to as "users" or "customers"). Terms and conditions of the Client, which contradict or go beyond these GTC, shall not apply without an explicit written confirmation by SPACE SHACK.

(2) This offer is directed at both private customers and business customers (natural or legal persons who are acting in the exercise of their commercial or independent professional activity when concluding this contract).

§2 Description of services

(1) SPACE SHACK's offer includes the rental and provision of office space, meeting rooms, event rooms and individual co-working spaces including the following services:

- a. Provision of an internet, electricity and water connection
- b. Heating of the rented rooms
- c. Cleaning of the rented rooms and waste disposal.

The range of services includes the offer includes the rental of individual offices, rooms for events as well as meeting room bookings and the provision of virtual office products.

(2) Depending on the tariff selected, the possibility of using certain services is limited to a certain type of use and/or a certain period of time. The type and scope of the service depends on the type of use selected by the contracting party in each case, which is agreed in this contract of use.

(3) The workplaces are equipped with: Table, chair, power connection and WLAN.

(4) Users do not have a right to a specific seat.

(5) The user must check the equipment in detail before the start of the contractual relationship and report any defects, otherwise it shall be deemed in accordance with the contract.

(6) The workplaces may only be used by the customers or the enterprise and purpose specified in the contract. A change of the business purpose requires the explicit written consent by SPACE SHACK. A violation of this provision entitles SPACE SHACK to terminate the contract without notice. In principle, the rights arising from the usage contract are fundamentally non-transferable.

(7) Depending on the type of chosen contract, the possibility of use is limited to a certain type of use and/or a certain period of time.

The regular opening hours are from Monday to Friday from 9 am to 5 pm. The prices can be found in the respective valid tariff list (see www.space-shack.com).

(8) The usual use of the available resources / infrastructure is included in the price. If the contingent is exceeded, the services will be charged to the customer. In this respect, the price for meeting rooms is room dependent.

(9) The meeting rooms are available to all contractual partners during regular opening hours for a fee according to the price list. Meeting rooms may only be used for holding meetings. Other activities such as photo shoots or the production of video films are not permitted in meeting rooms. Reservation for a meeting room is required.

(10) SPACE SHACK is allowed to carry out improvements, repairs and structural changes which are expedient for the maintenance and extension of the building or the workplace or for the prevention of dangers or the elimination of damages. After setting a reasonable time limit in consultation with the user. In the event of imminent danger, the consent of the customer and the setting of a deadline shall not be required. The user is obliged to keep his workplace accessible at all times for this case and, if necessary, to vacate it immediately. All costs resulting from failure to do so shall be borne by the user (replacement costs, damage caused by delay). The user may not reduce the usage fee due to expedient work.

§3 No unlawful use

(1) The use of the services and facilities offered by SPACE SHACK for any purpose that is unlawful or excluded by these Terms of Use is prohibited.

(2) In particular, the Customer undertakes not to use the facilities in such a way as to cause damage, destruction, overloading (such as network, printing technology and furniture) or to cause interference with the same for other customers.

(3) Unauthorised access to the IT infrastructure of SPACE SHACK by hacking or similar methods is prohibited.

(4) The use of SPACE SHACK's services and infrastructure for the activities listed below is prohibited and constitutes a breach of contract, which may lead to the termination of the contract:

a) Organisation/sending of illegal lotteries, MLM (snowball systems), chain letters, spam e-mails, or any other type of unsolicited messages or advertising (both private and business),

b) Defamation, harassment, stalking, threats, or other violations of legal norms (such as protection of privacy, personal rights) of persons or companies inside or outside the office premise,

c) dissemination of immoral, offensive, pornographic, or other illegal material or data via the infrastructure provided by the operator,

- d) unauthorised dissemination or provision of images, photographs, moving images, software or other material subject to third-party intellectual property rights (e.g. copyright and trademark rights), unless the user is the holder of the rights or is authorised to disseminate such material,
- e) distribution of data containing viruses, Trojans, worms, bots, or other malicious software; or malicious software,
- f) illegal uploading and downloading of copyrighted data, especially in P2P file sharing networks,
- g) obstructing or preventing other users from accessing and using the operator's services and infrastructure,
- h) unlawfully obtaining personal data or other legally protected information of other users, in particular their e-mail addresses, without their consent,

(5) Any damages resulting from a violation (according to §3 paragraphs 1-4) shall be fully borne by the user. In case of serious incidents "SPACE SHACK" reserves the right of extraordinary termination (see also §11 contractual penalties). Criminal offences may be reported to the investigating authorities.

§ 4 Conditions of access and rules of conduct.

(1) Access to the coworking space SPACE SHACK is possible for users during general opening hours, Monday to Friday from 9 am to 5 pm. Access is generally not possible on public holidays (Berlin). Users with 24/7 access are not affected by this regulation.

(2) Should SPACE SHACK be unable to fulfil service obligations due to official requirements (e.g. due to a pandemic), operation will be suspended. Users will not have access to SPACE SHACK's premises during the period of suspension.

(3) Users undertake to comply with generally accepted rules of social conduct. These are based on the norms that are indispensable for a prosperous coexistence on the premises of SPACE SHACK.

In particular, discrimination on the grounds of "race" or ethnic origin, gender, religion or ideology, disability, age or sexual identity is prohibited and will not be tolerated by SPACE SHACK.

(4) The viewing of content glorifying violence, pornographic, racist, or other punishable content on computers, mobile devices (mobile phones, tablets or notebooks) and on other electronic devices is prohibited in all areas.

(5) Sleeping overnight is prohibited in all premises of the SPACE SHACKS.

(6) Meeting rooms booked by the user are also available for meetings held by the user with customers or business partners. Furthermore, it is prohibited to grant access to unauthorised persons (such persons without a valid access authorisation or valid contract with "SPACE SHACK" and therefore not authorised to enter) without written confirmation by the operators. Violations will result in termination without notice and without entitlement to reimbursement of payments already made. Any consequential damages arising from this shall be borne entirely by the respective user.

(7) As a general rule, anything that disturbs other users is prohibited. This means in particular:

a) Food and drinks: The consumption of brought-in food is only permitted in the designated areas. Cold and low-odour food may also be consumed at the workplace, but care must be taken that other

users are not disturbed and that the premises and furnishings are not damaged. Waste is to be disposed of in the kitchen only. Used dishes must be put in the kitchen sink, dishwasher trade.

b) Telephoning / Conversations: Telephoning is only permitted if other co-workers do not feel disturbed or inconvenienced by it. Mobile phones, smartphones etc. are to be set to minimal noise ,vibrate modus or silent modus. The meeting rooms and telephone booths are to be used for lengthy conversations/phone calls. The hangout area is exempt from this rule.

c) Fair use: The available resources are to be used sparingly and sensibly. Use that exceeds normal consumption must be additionally remunerated. See also § 6 (7).

d) Tidiness: Each user must dispose of his or her own rubbish in the containers provided and observe waste separation. Dishes must be put in sink in the kitchen after use. Meeting rooms in particular shall be kept clean and tidy at all times. Tidy up after use: dishes taken away from the meeting room, whiteboard swiped, table and chairs left tidy and organize.

(8) SPACE SHACK exercises the domiciliary rights and is entitled to expel Customers in the event of gross violations of these house rules.

(9) SPACE SHACK is entitled to rearrange the arrangement and placement of the work areas at any time without giving reasons. Affected users must recognise changed space arrangements and implement the changes that may result for them.

(10) Maintenance work, repairs and other construction work can be carried out by SPACE SHACK for the maintenance, improvement and expansion of the premises and the workplaces or for the prevention of dangers and damages after the expiry of a reasonable period of time after consultation with the affected User. Setting a deadline and the consent of the user is not required in case of imminent danger. Users are obliged to keep their workplace accessible in the event of one of the aforementioned cases occurring and, if necessary, to vacate it immediately. Any costs resulting from non-compliance with these rules shall be borne by the user. A reduction of the user fee is excluded in the event of necessary work.

(11) Visitors to the premises of SPACE SHACK who are not Customers of SPACE SHACK (external visitors) must, before entering the premises, be registered by a user via CRM (Zapfloor) or at the front office and admitted by purchasing a guest pass.

(12) The subletting of rented workspaces to third parties is prohibited without the express permission of SPACE SHACK.

(13) A keycard issued to users records the times of use of the users and may deny access to the coworking space if the maximum number of days of use is reached.

(14) In times of pandemic, users undertake to comply with the legal measures

§ 5 Conclusion of contract

(1) The services displayed on the website www.space-shack.com are only non-binding invitations to the Client to submit an offer to SPACE SHACK.

(2) By ordering a service displayed on www.space-shack.com (clicking the "Submit" button), the Client makes a binding offer to SPACE SHACK to conclude a contract for the selected service.

(3) After SPACE SHACK has received the Client's order, the Client will first be sent a confirmation of the receipt of his order. This is usually done by e-mail (order confirmation). The Order Confirmation

does not constitute acceptance of the Client's offer by SPACE SHACK. Upon receipt of the Client's order, SPACE SHACK will review it and inform the Client as soon as possible whether the order is accepted (Order Confirmation). SPACE SHACK is not obliged to accept a request for the conclusion of a contract. Upon receipt of the order confirmation, a binding contract exists.

(4) The data requested during registration must be provided completely and correctly. The contract is concluded online via www.space-shack.de or in writing with the consent of the SPACE SHACK user agreement. The client assures that the data provided upon conclusion of the contract are complete and true. The registration of a legal entity may only be made by an authorised representative. In case of a change of the given data after the registration, the Client is obliged to inform SPACE SHACK immediately about the changes.

(5) Upon conclusion of the contract, SPACE SHACK must be provided with all documents and information relevant to the conclusion of the contract and the contractual relationship.

This includes: Extract from the commercial register, complete and current address, power of attorney, signed agreement on compliance with the Corona measures in the entire coworking area, signed house rules. A contract is regularly not concluded if information or documents relevant for the conclusion of the contract are missing. SPACE SHACK is entitled to deviate from this rule by way of exception.

(6) Terms and conditions of the Client are not considered by SPACE SHACK. SPACE SHACK expressly objects to the application of the Client's GTC.

§ 6 Tariffs and terms of payment

(1) All prices are net prices plus the applicable statutory value added tax and refer only to the services specified. Additional services needs to be paid separately.

(2) An ongoing usage fee is due on the first working day of the following month. The User authorises SPACE SHACK to collect payments from the User's account by SEPA direct debit or from the User's credit card. In exceptional cases approved by SPACE SHACK, alternative means of payment are also permitted.

(3) Bank charges and processing costs incurred by SPACE SHACK as a result of default, non-payment, failure of SEPA Direct Debit collection or due to an objection or similar shall be borne by the User. In particular, processing fees are incurred as a result of a request by SPACE SHACK to the User to immediately make a due payment (reminder).

(4) If the User repeatedly fails to make due payments, SPACE SHACK reserves the right to instruct a lawyer or a debt collection agency to enforce unpaid claims.

(5) Users are requested to regularly check the e-mail box of the e-mail address deposited with SPACE SHACK for received SPACE SHACK invoices.

(6) Pursuant to § 9 UStG, SPACE waives the VAT exemption according to § 4 No. 12 a) UStG and opts for VAT. Users are advised that the VAT option (i.e. the waiver of the VAT exemption) of SPACE SHACK is only permissible under the conditions specified in § 9 UStG. The User must be an entrepreneur according to § 2 UStG and is obligated to make only such sales that do not lead to an exclusion of the input tax deduction. The user guarantees to be an entrepreneur within the meaning of § 2 UStG and to allocate the subject matter of the contract entirely to his business for VAT purposes. The User is liable to SPACE SHACK for any damages resulting from a violation of the

obligation to exclusively carry out sales that do not exclude the deduction of input tax.

§ 7 Term, Termination and Termination of the Contract

(1) The contract is concluded for an indefinite period. The following periods of notice shall apply:

Office: 3 months' notice

Membership: 1 months' notice

Meeting room external online booking: no termination possible after confirmation

Internal meeting room: cancellation up to 4 hours before booking

Hotdesking external online booking: no cancellation after confirmation possible

(2) Contractual relationships may be terminated by either contracting party without special cause. Cancellation is permitted no later than 5 days before the end of a month, which applies for the end of the next month. Cancellation of the booking request is excluded after Space Shack has received the booking request. The right to early termination for good cause remains unaffected for both parties and for all cases.

(3) SPACE SHACK can terminate the contractual relationship extraordinarily with immediate effect without observing a period of notice, if the client:

a) is in arrears with the usage fee in the amount of two monthly fees,

b) makes irregular or incomplete payments despite reminders,

c) has three unpaid invoices outstanding towards SPACE SHACK,

d) does not send SPACE SHACK urgently needed documents, which are of high importance for the continuation of the contract, in time,

e) breaches these GTC three times, or

f) seriously violates these GTC or the law (commits criminal offences on the premises of SPACE SHACK, e.g. damage to property).

(4) The Customers post stored at SPACE SHACK will be kept for seven days from the termination of the contract. At the end of this period, the Customers post not yet collected at that time will be destroyed.

§ 8 Obligation to take note of and implement relevant information

(1) Users are obliged to regularly take note of and implement information resulting from the Community Message and newsletters. This also includes the user's obligation to create a reception facility for the Community Message and the newsletter (e-mail box). Users have the possibility to object to contract changes within six weeks after they have been informed by SPACE SHACK about a contract change (e.g. in a community message or a newsletter) by explicit declaration to SPACE SHACK. SPACE SHACK undertakes to specifically inform users of the intended significance of their behaviour at the beginning of the six-week period. The objection leads to the immediate termination of all contractual relationships with SPACE SHACK affected by the contractual change.

(2) It is not possible to unsubscribe from the Community Message or the Newsletter during the term of the contract.

§ 9 Data protection, privacy

(1) All actions of SPACE SHACK are in accordance with the regulations on data protection according to the EU Data Protection Regulation (DSGVO) and the other legal regulations on data protection.

(2) The User agrees that his personal data necessary for the execution of the contract will be stored on data carriers. All data will be treated confidentially by the operator and authorised third parties. This includes the storage of all user data available to SPACE SHACK in Dockyard, Dropbox and ZapfloorHQ.

(3) For documentation purposes, Space Shack reserves the right to make a copy of the data of a valid photo ID of the User. A copy may also be made of foreign documents.

(4) Users consent to the transmission of personal data to Slack Corp. and Mailchimp (communication channels). The use of personal data by these service providers can be objected by the user itself. The User needs to write an explicit declaration.

(5) The User has the right to revoke his consent at any time with effect for the future by explicit and written declaration to SPACE SHACK. In this case, SPACE SHACK undertakes to immediately delete the User's personal data.

(6) For security reasons, the presence of users in SPACE SHACK premises is recorded by an access and log-in system (Salto KS). The logs are deleted 4 weeks after they are recorded if they are not needed to process an open case.

§ 10 Liability and warranty

(1) The user shall be liable for any damage caused by him/her.

(2) When concluding a contract in the coworking or office segment, the User must inspect the workplaces in detail before concluding the contract.

(3) In all cases, in which SPACE SHACK is obligated to compensate damages or expenses in the course of business due to contractual or legal claims, SPACE SHACK is only liable, as far as it is charged with intent, gross negligence, or injury to life, body or health. This shall not affect liability for culpable breach of essential contractual obligations and guarantees. However, liability in this respect shall be limited to the foreseeable damage typical for the contract. Liability for consequential damages, especially for loss of profit or compensation of damages of third parties, is excluded, unless SPACE SHACK is guilty of intent or gross negligence.

(4) SPACE SHACK does not assume any liability for the infringement of third-party intellectual property rights in relation to the User's work, as well as the transmission of data and data carriers by the User. The User is responsible for the fact that all competition-legal, copyright-legal, mark-legal, data protection-legal or other legal offences in the context of the contractual relation to the operator refrain. If the Operator becomes aware of such legal violations, the contractual relationship will be terminated immediately. In case of a legal violation, the User indemnifies SPACE SHACK from any claims of third parties. The User shall reimburse SPACE SHACK for the costs of legal prosecution in

the amount of the statutory attorney's fees if SPACE SHACK is justifiably sued by third parties as a result of an infringement.

(5) SPACE SHACK does not assume any liability in case of loss or theft in all areas of the Operator. Each Client is responsible for the security of his/her own personal belongings. Own valuables such as e.g.: Laptops, cameras should accordingly always be taken along or locked in appropriate lockers to be rented additionally at your own risk. However, SPACE SHACK is not liable for items locked in the lockers. Theft in the office rooms will be reported in any case.

§ 11 Contractual penalties

For each individual case of breach of one or more obligations such as the;

- a) Unauthorised disclosure of the keycard to unauthorised persons,
- b) Improper use of the Internet access in accordance with § 3 paragraph 4,
- c) Violation of other conditions according to the Terms of Use,

The user shall be obliged to pay a contractual penalty of up to €2,500 for each individual violation. The right to assert further claims is reserved. However, the user shall be entitled to prove that only minor damage has occurred.

§ 12 Insurance and Deposit

(1) SPACE SHACK is insured in its own business. However, there is no insurance cover for;

- a) self-inflicted or third party-inflicted accidents in its offices,
- b) personal belongings of the users.

(2) SPACE SHACK is only liable for intent and gross negligence, except in case of violation of essential contractual obligations (cardinal obligations) and in case of injury of life, body or health. Essential contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract.

(3) Users are strongly advised to take out appropriate personal insurance to protect them from liability for damage to furnishings, floors, walls and similar property or possessions of SPACE SHACK.

(4) Office Users are obliged to take out a deposit insurance policy during the rental period instead of paying a deposit. In this case, an insurance company acts as the guarantor of the User, while SPACE SHACK becomes the beneficiary of this guarantee.

§ 13 Video recording, attendance check

(1) For the protection of the users and the operators, a video recording is made in clearly marked areas of the coworking space. The user agrees to a recording of his or her person in accordance with data protection law and to the storage of the recording in accordance with data protection law.

(2) Space Shack records the presence of users in the rooms by means of an access and login system (Salto KS). The logging is solely for security reasons.

§ 14 Use of Logos

Users grant SPACE SHACK the right to use their company logos. SPACE SHACK is granted a simple (non-exclusive) right of use free of charge. This includes the right to use the logo in any way, in any technical form and to make it publicly accessible (e.g. on social media platforms). The right of use shall not be limited in terms of content or time.

§ 15 WIFI networks

(1) No own WIFI networks may be operated. If the customer needs an own private WIFI Network, a written approval from the Space Shack team must be obtained.

§ 16 Place of Jurisdiction

(1) The place of performance for all obligations arising from this contract is Berlin.

(2) This contract - including the form of its conclusion as well as all rights and obligations arising from it - is subject to German law. Mandatory protective provisions of the law of the state in which the client has his habitual residence shall remain applicable.

(3) The place of jurisdiction for registered traders, for persons who do not have a general place of jurisdiction in Germany, as well as for persons who have moved their place of residence or habitual abode abroad after conclusion of the contract or whose place of residence or habitual abode is not known at the time of bringing an action, as well as for passive litigation, is Berlin.

§ 17 Miscellaneous

(1) Should individual provisions be wholly or partially ineffective, or lose their legal effect at a later date, the validity of the remaining terms and conditions shall not be affected thereby. In this case, the invalid provision shall be replaced by the relevant statutory provision. The same shall apply if any supplements become necessary.

(2) All amendments to the contract must be made in writing.

Status: June 2021