

# IMPACT HUB

## TERMS AND CONDITIONS

These Terms and Conditions (hereinafter referred to as “TCs”) govern the mutual relationship between the Operator and the following individuals and entities: Member, Customer, Guest, in connection with the use of the Operator’s Services. These TCs set out the rules for the relationship in connection with the use of the Services. The Parties may agree on deviations from these TCs.

### 1. Terms and Definitions

In these TCs, the following terms shall have the following meanings unless expressly stated otherwise:

- **“Price List”** means the latest price list for Impact Hub’s space and services.
- **“Member”** means an individual using Impact Hub’s services.
- **“Membership Agreement”** means the Membership Agreement for the Use of Impact Hub’s Space and Services.
- **“Members’ Bar”** or **“Bar”** means the area of the Premises marked in the Premises Plan, in which food products are provided by the Provider.
- **“Member Portal”** or **“Booking System”** means Impact Hub’s information system accessible via login that allows Members to collect and to order and book Impact Hub’s additional services.
- **“Primary Hub”** means the Impact Hub location in which the Member is registered under the Membership Agreement and which bills the Customer for the Tariff.
- **“Additional Services”** means services provided in addition to the Services listed in these TCs.
- **“Guest”** means an individual who comes to the Operator’s space for the purpose of visiting a Member.
- **“Impact Hub”** or **“Operator”** means the companies belonging to HUB VENTURES a.s., a group registered under IČO (Company ID Number): 024 18 321, having its registered office at Drtinova 557/10, Smíchov, 150 00 Prague 5, specifically:
  - RegioHub, s.r.o., IČO (Company ID Number): 24145424, having its registered office at Drtinova 557/10, 150 00 Prague 5;
  - Hub s.r.o., IČO (Company ID Number): 29021391, having its registered office at Drtinova 557/10, 150 00 Prague 5;
  - K10 SERVICES s.r.o., IČO (Company ID Number): 05351243, having its registered office at Na Kozačce 1103/5, 120 00 Prague 2.
- **“Non-Shared Areas”** means those areas of the Premises, as marked in more detail in the Premises Plan, which are accessible only to one or more Members who have been granted use of certain Non-Shared Areas based on the relevant Tariff specified in the Membership Agreement.
- **“Purchase Order”** means an individual purchase order placed with Impact Hub.
- **“Customer”** means the individual or entity whose billing details are used to bill for the Member’s tariff and conference and meeting room rentals.

- **“Open Space”** means a common workspace, as marked in more detail in the Premises Plan, containing multiple workstations that are not assigned to any particular Member.
- **“Premises Plan”** means a plan of space in the relevant Impact Hub which is available at the reception and on the internal Impact Hub Wikipedia.
- **“Space Rules”** means the rules of conduct in the Premises.
- **“Rental Space”** means meeting and/or conference rooms at the Premises that are offered for rental to a Member or Customer.
- **“Premises”** means the space in the Impact Hub, consisting of the Open Space, Common Areas, Members’ Bar, Conference and Meeting Rooms and Non-Shares Areas and other spaces.
- **“Services”** means the core services provided by the Operator.
- **“Shared Areas”** means the areas of the Premises, as marked in more detail in the Premises Plan, which are accessible to all Members.
- **“Website”** means the website of the relevant Impact Hub:
  - Impact Hub Praha D10 - <https://www.hubpraha.cz/d10>
  - Impact Hub Praha K10 - <https://www.hubpraha.cz/k10>
  - Impact Hub Brno - <https://www.hubbrno.cz>
  - Impact Hub Ostrava - <https://www.hubostrava.cz>
- **“Impact Hub Wikipedia”** means the wikipedia (database of information) accessible through the Member Portal.

## 2. Impact Hub

The Operator is a commercial company whose main activity is the provision of coworking center services – shared workspace, i.e. workspace used by various individuals and entities in accordance with the TCs. Impact Hub has locations in several cities, therefore the spaces in the individual cities may differ. The main areas in each Impact Hub usually include:

- Open Space (common workspace),
- Member’s Bar,
- social areas,
- Conference and Meeting Rooms

The purpose of the Impact Hub coworking center is to create a working and social space for work, interaction, meeting, innovation and business development to connect its members within Impact Hub’s global network, all while adhering to the fundamental values shared by the member community. Adherence to these values is expected of all individuals and entities using Impact Hub.

## 3. Membership Agreement

The relationship between the Operator and the Customer is established by the conclusion of a Membership Agreement or a Purchase Order for Rental Space. The terms relating to the Membership Agreement shall apply mutatis mutandis to the Purchase Order.

Based on the Membership Agreement or Purchase Order, the Operator shall provide its Services to the Customer to the extent consistent with the Tariff ordered or any specific terms.

The Customer shall pay the Operator fees for the Services according to the Tariff agreed in the Membership Agreement or the Purchase Order in accordance with the Price List.

The Customer may order Additional Services.

The price list is usually available on the respective Impact Hub’s Website or can be requested directly in the Impact Hub. The Operator may make changes to the Price List, and the terms on changes to these TCs shall apply mutatis mutandis to changes to the Price List.

## Members' Liability

All rules set forth in these TCs shall apply mutatis mutandis to each Member, Guest and any other person present in the Premises under authorization derived from the Member or Customer. A Member may allow a Guest to enter the Premises. In this case, the Member shall inform the Guest of the Impact Hub Space Rules and these TCs. The Member assumes full responsibility for their Guest and the Guest's conduct.

## Profile Photo

A Member may submit a profile photo to the Operator for the purpose of its use and publication at the Member Portal and for the purpose of identifying the Member in the Premises.

## Customer's Declaration

By entering into the Membership Agreement, the Customer declares that they are aware of the current condition of the Premises and the Rental Space.

The Customer is aware that, in addition to the Non-Shared Areas, there are shared areas in the Premises, i.e. areas available to all Members using the appropriate Tariff, with the Premises being used primarily to fulfill the concept of Impact Hub as a community that embraces the values of Impact Hub and is designed to meet the Members' working needs. The Customer is responsible for ensuring that Members acting on its behalf act honestly, contribute to a friendly and team-like atmosphere in the working environment of many diverse Members, comply with the Space Rules and have no negative influence on the working environment so created due their actions.

## Membership Benefits

By entering into a Membership Agreement (not a Purchase Order), the Member receives the following benefits: Membership in Impact Hub's global network (global membership), discounted meeting and conference room rates, regular Impact Hub news distributed via email, free entry to certain Impact Hub events, access to the membership and booking system, discounts on partner products.

The benefits of such global membership are listed on the Website. An advantage of the global membership within the Czech Republic is the ability to use the Tariff at other Impact Hub locations, where, however, the Member agrees to comply with the local TCs and opening hours. The following number of hours can be used at locations other than the Primary Hub: up to a maximum of 30% of the selected Tariff, or 30 hours with the Office, Fixed Desk and 24/7 Access Tariffs. If interested in using hours as part of their Global Membership, the Member shall register at <https://impacthub.net/passport/>.

The Member acknowledges that the scope and content of membership benefits vary. Each Member shall inquire about any changes to the scope and content of membership benefits resulting from the Member status individually. Information about such changes may not be distributed.

## 4. Provision of Services in Impact Hub

The areas in the Premises are divided into:

- Common Workspace - Open space
- Common Areas
- Member's Bar
- Conference and Meeting Rooms
- Non-Shared Areas
- Non-Public Areas

The opening hours of each Impact Hub location vary and are always listed in the Premises and on the relevant Impact Hub location's Website. Different opening hours may apply for members with the 24/7 Access Tariff.

The scope, manner and conditions of a Member's access to the Premises depend on the Tariff selected by the Member. With the Office and Fixed Desk Tariffs, the Member is assigned a workstation according to their preferences and the current capacities of the Premises. This workstation is not shared and is exclusively used by the

Member having one of these Tariffs. For all other Tariffs, the Member is allowed to use any workstation that is not currently occupied and is located in the Open Space.

The common areas are those areas in the Premises, as marked in detail in the Premises Plan, which are accessible to all Members and Guests who have the right to enter the Premises according to these TCs.

Conference and Meeting Rooms are those areas in the Premises that are accessible during the rental period only to the Member or Customer who has rented them as an Additional Service. Further information on the use of the Conference and Meeting Rooms is provided in these TCs.

As part of their access to the Premises and the Tariff selected, each Member has the option of using Additional Services under the conditions set out in these TCs.

## **Rules of Conduct**

The Member acknowledges that the Premises are a shared place of work and social interaction and that the performance of work occurs in close contact with other Members who may be competitors in the Member's line of work. Due to this fact, it is the Member's responsibility to ensure compliance with their own obligations in terms of confidentiality or other facts arising from such a form of work among other Members. Each Member shall maintain the confidentiality of any facts of which they become aware due to the nature of the shared workspace. The Operator shall not be liable for any unauthorized disclosure of a Member's confidential information unless caused by the Provider's demonstrably willful actions.

The Premises are a place with shared workspace in which diverse Members work, therefore each Member shall behave respectfully towards all other Members and Guests in the Premises, and for this purpose they shall refrain from using vulgar or strongly expressive language, intimidation, insults, ridicule, belittlement, harassment of any kind, excessive noise, destruction of other people's property. In the event of repeated or material violation of the above prohibition, despite having been warned by the Operator's representatives, such Member shall be banned from the Premises, and the Provider will be fully entitled to terminate the Membership Agreement without notice. In this case, the Provider is entitled to charge the Member/Customer a contractual penalty of up to CZK 50,000 (fifty thousand Czech crowns) excluding VAT. The amount of the contractual penalty applied shall be entirely at the Provider's discretion.

Using access to the Premises for a purpose that would be contrary to the principles of the Impact Hub concept is considered, for the purposes of these TCs, a gross violation of the Membership Agreement.

Each Member acknowledges that the placement of their belongings or items, for which they are responsible, in the Premises is not related to the operation of the Premises and the Operator is not liable for any loss of or damage to such items. The provisions of the preceding sentence shall also apply to any parking spaces reserved for the Members' use, if any.

## **Access to the Premises**

The Member is entitled to access the Premises from the moment specified in the Membership Agreement and only during the Opening Hours, unless their Tariff allows unlimited access to the Premises, i.e. 24/7. Members with unlimited access are not allowed to use the Premises for any purpose other than that for which they are operated by the Operator. The Premises may not be used for accommodation, sleeping, cooking (except for the normal use of the Bar to prepare food during a work break) or for any other immoral or illegal purposes. No entertainment, manufacturing or similar device or machine shall be operated in the space unless it is an office device or machine. The Member has the right to use the Services and Additional Services according to their Tariff only in accordance with general legislation and legislation regulating hygiene and health, fire safety so as not to cause harm to the health and property of the Operator or third parties.

If the Operator is unable to provide the Service to the Member according to the Tariff from the date agreed in the Membership Agreement for any reason caused by another Member or other technical circumstances, the Operator shall not be liable for such delay in fulfilling its obligation. The Customer is not obliged to pay the price of the agreed Tariff until such an obstacle preventing the Operator from fulfilling its obligation under the Membership Agreement ceases to exist.

## **Unlimited Access 24/7**

Members with unlimited access will receive keys or an access control tag or code to enter the Premises. Such keys, tag and code are non-transferable and the Member shall be liable for any loss and/or misuse by a third party. The keys and the tag always remain property of the Operator. The Operator may require a reasonable refundable deposit for the keys or tag.

Upon termination of their Membership, the Member shall return the keys or tag in perfect condition to the Operator. In that case, the Operator shall refund the deposit to the Member. If the Member fails to return the keys or chip in perfect condition or reports them lost, the Operator is entitled to keep the deposit as compensation for the acquisition cost.

## Limited Provision of Services

Exceptionally, access to the premises may be completely or partially restricted, e.g. in the case of necessary modifications, renovation, or under other exceptional circumstances requiring vacation of the Premises, or in the case when the Operator must limit the workspace, or in the case of events requiring access to the entire Premises. The Provider shall, to the best of its ability, notify Members of any interruption in the supply of Services and utilities to the Premises or any limitation of Services or Additional Services.

The Provider agrees to inform the Member of any limitations in the exercise of membership rights corresponding to the Tariff selected.

## Miscellaneous

At any time during the term of the Membership Agreement, the Operator is entitled to access all areas of the Premises without restrictions, including the Non-Shared Areas, in connection with the provision of the Services, servicing and ensuring security or in urgent cases that cannot be postponed and, except for the Non-Shared Areas, is entitled to temporarily arrange the furniture and equipment in the Premises in another manner.

The Member is not allowed to play or use any device that makes sounds or organize any event in the Premises that could be observed from outside the Premises or disturb any Member or Guest's use of the Premises by using a radio, sound instrument or producing sounds.

The Member shall restore their workstation to its original condition, taking into account normal wear and tear, at their own expense if the Member has caused excessive wear and tear or damage to their workstation.

Bicycles, scooters and other transportation devices are not permitted inside the Premises. Smoking is not allowed inside the Premises. The use of electronic cigarettes or cigarettes that use heated tobacco is also considered smoking.

The Member is not allowed to place any items in the Premises. This does not apply to their workplace or any areas designated for this purpose by the Operator. In case of violation of the parking rules, the operator is entitled to remove from the parking lot, at the Member's expense, the Member's or their Guest's belongings that violate the parking rules.

The Operator is entitled to ban from the Premises anyone who shows signs of intoxication or influence of alcohol or drugs and behaves inappropriately in the Premises.

It is not allowed to place and/or use any steam, gas or other similar devices (boiler) in the Premises unless they have been approved ad hoc by the Operator. The use of any flammable or volatile substances or substances capable of affecting the health of an individual is prohibited.

Any Member who is present in the Premises outside of the Opening Hours shall follow the instructions they receive and the manual available on the Website for the relevant Premises in the Impact Hub's Wikipedia. The Member shall behave in particular in such a way that no other persons enter the Premises without their consent. In particular, the Member shall close (pull shut) the front door behind them. If the Member is the last to leave the Premises, they shall enter the alarm code or lock the door (close the door). If, as a result of the actions or omissions of such Member, a security service unit is dispatched to the Premises, the Member shall reimburse the Operator for the security service dispatch fee.

## Tariffs

The scope of the Member's rights in relation to the Services is based on the Tariff selected by the Member. The Operator offers the Tariffs described below. Each Tariff provides Members with specific options to meet the needs of individual Members.

### Details of the Tariffs:

- **Virtual Membership:** provides the benefits of Membership without access to the Premises.
- **Day Pass:** allows one-time day access to the member's area of the Premises during the opening hours of the Premises. Such a visit with a Day Pass must be reported on the day of redemption in person to the staff operating the Premises. The Day Pass allows the Member to spend the time remaining until the closing time of the Premises on the day when the Member entered the Premises and reported that they wish to use this

tariff. The price of the Day Pass is payable on redemption. The tariff includes the right to use all Additional Services. With the Day Pass tariff, the Member is entitled to use the Open Space and Shared Areas. A Member with a Day Pass is not eligible for the membership benefits listed above.

- **10 hours per month:** allows the Member to use the Open Space and the Shared Areas for 10 hours in one calendar month during Impact Hub's opening hours. The tariff includes the right to use all Additional Services.
- **30 hours per month:** allows the Member to enjoy the same benefits as with the Hub 10 Tariff but for 30 hours in one calendar month; Impact Hub may be registered as the registered office.
- **60 hours per month:** allows the Member to enjoy the same benefits as with the Hub 10 Tariff but for 60 hours in one calendar month; Impact Hub may be registered as the registered office.
- **100 hours per month:** allows the Member to enjoy the same benefits as with the Hub 10 Tariff but for 100 hours in one calendar month. The Member also has the right to be assigned their own locked in the Primary Impact Hub; Impact Hub may be registered as the registered office.
- **Student Tariff:** allows the Member to use the Open Space and Common Areas for free for 30 hours per calendar month during Impact Hub's opening hours. The tariff includes the right to use all Additional Services.
- **24/7 Access:** allows the Member to use the Open Space and the Common Areas for an unlimited number of hours per calendar month, even outside of the Opening Hours. The Member also has the right to be assigned their own locked in the Primary Impact Hub; Impact Hub may be registered as the registered office.
- **Fixed Desk:** allows the Member to use a specific assigned workstation and the Common Areas for an unlimited number of hours per calendar month, including outside of the opening hours. The Member also has the right to be assigned their own locked in the Primary Impact Hub; Impact Hub may be registered as the registered office.
- **Office:** allows the Member to use a specific assigned office and Common Areas for an unlimited number of hours per calendar month, including outside of the opening hours; Impact Hub may be registered as the registered office.

The Operator has the right to introduce special temporary or limited tariffs with their own terms and conditions. The introduction of these tariffs as well as their terms and conditions are communicated mainly via the Website. These TCs shall apply mutatis mutandis to any such tariffs.

In the event that any of the Fixed Desk, 24/7 Access, 100 hours per month, 60 hours per month or 30 hours per month tariffs is agreed in such a period before the end of the calendar month that it is obvious that it is not possible to make full use of the tariff in the given calendar month, the Customer shall pay to the Provider the price calculated as the average daily price multiplied by the number of days when the Tariff could be used until the end of the respective calendar month.

The Operator may allow Members to regulate the Tariffs independently. In that case, the Member may change the Tariff selected for the following calendar month. This change must be made by the 20th day of the current calendar month. The number of hours included in each Tariff is agreed per calendar month and any hours not used in the respective calendar month cannot be consumed in another calendar month.

If the Member uses Impact Hub's Services beyond the scope of the Tariff, the Member will pay the price for these Services according to the hourly or, where appropriate, daily rate specified in the Price List.

## Invoicing and Payment

The Provider shall bill the Customer for the prices of all Services, including any Additional Services used and the costs of other products offered by the Provider and consumer or used by the Member, in the corresponding calendar month in accordance with and on the basis of the Price List in force at the time when the relevant product or Service were consumed or used. The relevant tax documents will normally be issued on the last day of each calendar month and payment will be due in 14 days. VAT at the statutory rate will be added to the price for the Services and products and charged in accordance with the law. In addition to the price of the Services consumed or used, the tax document will also include the Tariff selected for the next calendar month.

Payment is made by transfer to the account indicated in the tax document. The Customer shall use the tax document number as the payment reference number. The price billed in the tax document can also be paid by direct debit where the payment will be automatically collected by the 10th day of the month being invoiced. The data for setting up the direct debit will be provided to the Customer at any time by the Operator upon the Customer's request. Payment by credit card or in cash can be made at the Operator's cash desk.

## 5. Additional Services at the Impact Hub

In addition to the Services, the Operator provides the following Additional Services to Members:

- Conference and meeting room rental
- Option to register the Impact Hub as a company's registered office
- Access to the internet and other media
- Online member portal with a booking system
- Members' bar with refreshments
- Printing and scanning
- Lockers
- Office supplies
- Other services by individual agreement

Some of the Additional Services are included in the Member status related benefits, some are provided at the price specified in the Price List, and some are provided as an Additional Service to a particular Tariff. Additional Services not listed in the Price List are provided free of charge.

### Conference and meeting room rental

The Customer has the right to rent the Rental Space which can be booked through the online booking system, by email or by phone using the contact details published on the Website or in person at the Impact Hub. Bookings made by email or phone must be confirmed by the Operator, otherwise they are not binding. The Customer is entitled to cancel the Purchase Order at any time until the Operator confirms it. The Purchase Order becomes binding upon its confirmation. Order cancellation is subject to the appropriate cancellation policy.

The price of the Additional Service is specified in the Price List.

The Operator may require the Customer to pay a deposit for the Rental Space of up to 50% of the estimated price.

The Customer is entitled to cancel a Rental Space order in accordance with the cancellation policy set out in the confirmation of the Rental Space order sent via email. Reduction in the number of units of the service ordered within the period specified in the cancellation policy also qualifies as order cancellation.

The Customer shall notify the Operator of order cancellation via email or phone using the contact details published on the Website. The Operator shall confirm receipt of the order cancellation indicating the cancellation fee, if applicable. The cancellation fee is payable within 14 calendar days of confirmation of order cancellation.

If a Purchase Order is cancelled after the expiration of the grace period specified in the cancellation policy, the Operator will be entitled to set off the deposit against the costs incurred, in particular, in the preparation of the order, administrative arrangements, space arrangements etc. Such costs incurred by the Operator shall be deemed to be the same as the deposit.

When using this Additional Service, the Customer shall follow the Impact Hub Space Rules.

The Customer shall use the Operator's spaces in a careful and proper manner with respect to the purpose for which the Rental Space is to be rented. The Customer shall comply with all binding standards applicable to the use of the Rental Space under applicable laws and regulations. In the event of damage to the Rental Space or its equipment, the Customer shall repair such damage or pay the amount corresponding to such damage. The Customer shall vacate the Rental Space together with all the persons present in the Rental Space with the Customer's consent by the end of the rental period.

### Option to register Impact Hub as registered office

The Operator provides the service of allowing the Customer to register the address of the Premises as the Customer's registered office which is entered in a public register. This is an Additional Service available to Members with tariffs which expressly allow this option. The fee corresponding to the scope of this Additional Service is specified in the Price List.

If the Customer opts for this Additional Service, the Operator shall issue consent to the Customer's registered office within 30 days of payment for such Additional Service.



The registration of the Member's registered office includes a visible designation of the Customer's company name on Impact Hub's building.

The Member's right to register Impact Hub as their registered office shall automatically end with the termination of the Membership Agreement. Then, the Customer shall ensure that the address is erased from the public register within 60 days of the termination of the Membership Agreement. In the event that the Customer does not ensure such erasure of the company's registered office, the Operator will be entitled to arrange for the erasure of the Customer's company's registered office and the Customer shall reimburse the Operator for any costs associated therewith. Such costs shall be deemed to amount to CZK 5,000.

## **Access to the internet and other media**

The Operator provides the following utilities and services inside its spaces: power supply at 230V and 400V, cold drinking water, hot service water, sewerage, waste collection, security service, Internet connection, coffee machine and cleaning services.

The Member shall comply with the terms of Internet access. Members can connect to the internet via LAN (Local Area Network) or WiFi protocol. The WiFi protocol divides Internet access into several areas and bands. Further information about the Internet connection is available from the Operator. Depending on the operating conditions, the Operator may change the ISP (Internet service provider) as well as the connection speed.

The Member is not allowed to interfere with the settings of LAN or WiFi routers, to overload them beyond normal use, e.g. by downloading or uploading unreasonably large amounts of data. The Member is not allowed to use the Operator's Internet to set up their own network. The Member is not allowed to use the Internet connection to engage in activities of questionable morality or legality.

The Member is entitled to use the Services or Additional Services solely in relation to the use of the Tariff. The Services and Additional Services may be used in accordance with these TCs and the Agreement by the Member as well as a Guest on the Member's behalf.

## **Member portal with a booking system**

The Operator shall set up access to the Member Portal for every Member. The Member will then have access to all the features of the Member Portal, including the ability to book a meeting room, check billing and payments, complete a member profile and connect with other members within the Operator's internal network.

## **Members' bar with refreshments**

The Member's access to the Premises includes the option to use the services of the self-service Members' Bar. Payment for food and drinks purchased at the Bar can be made by tag, card or cash. It is the Member's responsibility to leave the Members' Bar in the same condition as when they found it.

## **Printing, copying and scanning**

The Member has the ability to use the Operator's printers for color and black and white printing and copying. The printers are laser printers for A4 and A3 formats and come with scanners. Printing fees are specified in the Price List.

## **Lockers**

Depending on the Tariff selected, the Member may be entitled to use a locker. The Member acknowledges that the Operator is not liable for any loss of valuables stored in the lockers. It is forbidden to store any hazardous substances in the locker, i.e. any liquids, gases or solids that pose a health or safety risk to the surroundings.

## **Other Additional Services**

Impact Hub may agree with the Member to provide other additional services not listed in these TCs. Any payment for such other additional services according to the previous sentence will be governed by the agreement of the parties or the current Impact Hub Price List.

The list of additional services provided in these TCs is non-binding, subject to change at the Provider's discretion. The latest list of services is always available on the Website and from Impact Hub staff. The list can be sent via email upon the Member's request.



## 6. Rights and Obligations of the Member

In accordance with the principles of the Impact Hub concept and in order to enable the proper provision of services by the Operator, the Member shall in particular:

- cooperate with the Operator towards fulfilling the principle of the Impact Hub concept;
- provide the Operator with all information necessary for the proper provision of Impact Hub services;
- obtain all necessary permits and approvals from governmental or local authorities that may be required by laws and regulations in connection with any activities of the Member carried out at the Premises prior to commencing the use of the Impact Hub services;
- comply with the relevant Impact Hub's Space Rules;
- comply with ethical standards in their work and refrain from business activities that are not consistent with a responsible approach to society and the environment;
- use their access to the Premises for the sole purpose of fulfilling the principles of the Impact Hub concept and refrain from any use of the Premises that would interfere with the activities of other Members or be in direct conflict with the principles of the Impact Hub concept;
- inform the Operator of any facts on the part of the Member that may have a negative impact on the provision of services and/or the smooth functioning of the Impact Hub concept;
- pay in a timely manner all their monetary obligations to the Operator arising from the Membership Agreement or a Purchase Order;
- protect their personal belongings in the Premises;
- act in such a way as to avoid damage to the Operator's or third parties' health or property, in particular inform the Operator immediately of any such impending damage;
- members with their own Impact Hub key (tag) shall close the entrance door to the Premises at the end of the Opening Hours, even if they remain in the Premises. If the Member is the last to leave the Premises, they shall not only close down the Premises, but also enter the alarm code;
- inform Guests of their rights and obligations arising from these TCs;
- use only the areas and services corresponding to their Tariff;
- follow the Operator's operating instructions given to them in any form;
- refrain from polluting the Premises with waste of any kind, and for this purpose the Member shall dispose of all waste in the Premises in containers designated for this purpose by the Operator;
- adhere to any operational and organizational measures that the Operator is required to comply with under applicable laws and regulations.

The Member is liable for any damage incurred by the Operator as a result of a violation of the Member's obligations listed above as well as other obligations arising from the Membership Agreement and these TCs.

The Member is liable for damage caused to the Operator by allowing access to the Service to third parties in violation of these TCs and/or the Membership Agreement.

The Member is entitled to access to the Premises and consume Additional Services within the scope of their Tariff at the price set out in the Price List.

## 7. Indemnification

The Customer agrees to indemnify the Operator for any property damage incurred by the Operator as a result of a gross breach of the Member's obligations arising from the Membership Agreement and these TCs.

In the event of debt recovery, the Customer shall reimburse the Operator for all costs related thereto, including any legal fees.

## 8. Limitation of the Operator's Liability

The Member expressly acknowledges that the Operator shall not be liable in any way for:

- damage caused to the Member by the actions of third parties, in particular the actions of other Members;
- actions of third parties that prevent or delay the provision of services to the Member, including but not limited to third-party suppliers' failure to comply with contractual obligations (e.g. internet, electricity, water, heating outages etc.), if the Operator has taken the necessary measures to prevent or mitigate the damage, taking into account the given circumstances;
- loss or destruction of the Member's belongings left in the Premises by the Member without their supervision,
- loss of revenues, business opportunities, profits, and other related damages or losses resulting from the Member's actions in the Premises:
- for any damage to health that was not caused by the Provider's intentional actions and could have been prevented by increased attention of the injured person.

## 9. Term, Validity and Effectiveness of the Agreement

The Membership Agreement shall become valid and effective on the date of its approval by the Member or the Customer in the Member Portal, unless the Membership Agreement is concluded in writing, in which case it shall become effective on the date of its conclusion.

Unless otherwise stated in the Membership Agreement, it is concluded for an unlimited period of time with the possibility of termination by either Party by the 20th day of the month, effective on the last day of that month. For the purpose of exercising the right of withdrawal from the Membership Agreement, the Member must inform the Operator of the Member's withdrawal from the Membership Agreement by unilateral legal action (e.g. by letter sent through a postal service provider or by email).

Any Customer or Member, who has entered into a contract with Impact Hub by means of remote communication (i.e. online, off-premises) agrees that the performance under the Membership Agreement will be provided by Impact Hub from the time of entering into the Membership Agreement, and that they have the right to withdraw from the Membership Agreement within 14 days of entering into the Membership Agreement. If the Customer-Member chooses to withdraw from the Membership Agreement, they agree to pay to Impact Hub a prorated portion of the agreed price for the performance provided up to the time of withdrawal. To withdraw from the Membership Agreement, the Customer-Member may use the sample form attached as **Annex 1** to these Terms and Conditions. The Customer-Member shall send the notice of withdrawal from the Membership Agreement in the same manner as they would a termination notice, or they may use the written form and deliver it by mail to the Premises.

The Operator is entitled to unilaterally terminate the Membership Agreement with immediate effect on the date of delivery of the termination notice to the Member in the event that the Member grossly violates the Impact Hub Space Rules or the Membership Agreement, in particular by:

- being in default in payment of its monetary obligations to the Operator arising from the Membership Agreement for more than 2 consecutive billing periods;
- acting in a manner damaging to the reputation of the Operator, the Premises and/or the Impact Hub concept.

Such notice shall be delivered to the Member electronically to the email address specified in the Membership Agreement. The notice shall be deemed to have been delivered on the date of its sending.

If the Member does not agree with a new wording of the TCs, they are entitled to terminate the Membership Agreement with effect from the last day of validity of the TCs before the change. The termination notice must be delivered to the Operator no later than on the last day of validity of the TCs in force at the time. If terminated in this manner, the Membership Agreement will expire on the last day of validity of the TCs in force at the time. The notice shall be sent from the Member's email address specified in the Membership Agreement to the Provider's contact email address specified on the Website.

Early termination of the Agreement shall not affect the provisions of the Membership Agreement and these TCs which, due to their content or nature, are intended to survive the termination of the Membership Agreement.

## 10. Assignment

The Member may assign its rights and obligations hereunder to a third party only with the prior written consent of the Operator. The Operator is entitled to assign Membership Agreements and contracts concluded with the Customer to a third party, even without the consent of the Member or the Customer if such assignment occurs in connection with the transfer of the Operator's business activities to such third party.

## 11. Processing of personal data

Information about the data processing and privacy policy is available on the Website and in Annex 2 to these TCs. In relation to any remaining scope, the following rules apply.

The Operator is the data controller. The controller processes personal data of Members, Customers, if they are individuals, and Guests (for the purposes of processing personal data also referred to as **"data subject"**) to the following extent: first name, last name, email address, address, permanent address, date of birth, phone number and profile photo (**"personal data"**). The legal basis for personal data processing is Act No. 110/2019 Sb., on personal data processing, as amended.

The Controller processes the data subject's personal data for the purpose of fulfilling contractual obligations, protecting persons and property in the Premises, including compliance with safety and security rules.

The Operator reserves the right to take photographs and make video recordings of the Premises during their operation, including photos and recordings of Members and Guests. The Members hereby grant their consent to the taking of such photos and making of such video recordings. If the Member or their Guest do not agree with the above, they must notify the Operator thereof. The purpose of such recordings is marketing and promotion of the Operator's operations.

The Customer and the Member agree to the processing of personal data by the Operator for the purposes of exercising the rights and obligations arising from the contract concluded by the Customer or the Member, and for the purposes of maintaining a membership account in the membership system, in accordance with Impact Hub's Privacy and Personal Data Processing Policy.

The Customer and the Member acknowledge that they are required to provide correct and true personal data and to inform the Operator of any changes to their personal data without undue delay.

The Operator may nominate a third party as the data processor to process the personal data. The Customer and the Member hereby grant consent to the transfer of their personal data to third parties, such as software providers, Impact Hub affiliates and members of the Impact Hub location network.

Personal data will be processed only for the time necessary to fulfill the purpose of such processing. Personal data will be processed electronically in an automated manner or in printed form in a non-automated manner.

The Customer and the Member confirm that the personal data provided is accurate and that they have been advised that such personal data are provided voluntarily.

In the event that the data subject believes that the Operator or the processor process their personal data in a manner that is inconsistent with the protection of their private and personal life or with the law, especially if their personal data are inaccurate with regard to the purpose of their processing, the data subject may:

- (a) ask Impact Hub or the data processor for clarification;
- (b) require that Impact Hub or the data processor remedy the situation.

If the data subject requests information regarding the processing of their personal data, Impact Hub is required to provide such information. Impact Hub has the right to require reasonable compensation for providing information pursuant to the preceding sentence not exceeding the necessary costs of providing such information.

The data subject is entitled to withdraw consent to the processing of personal data by submitting it to the Impact Hub's contact email address, i.e. [osobni-udaje@impacthub.cz](mailto:osobni-udaje@impacthub.cz).

Unless the data subject chooses another option, they agree to the processing of personal data by the Operator also for the purposes of sending information and commercial communication to their email address.

The data subject, whose personal data are processed, has in particular the following rights: right to information, right of access to personal data, right to rectification, right to erasure of personal data, right to restriction of processing, right to portability of personal data, right to object to processing, right to withdraw consent, right to lodge a complaint with the supervisory authority - the Office for Personal Data Protection. To exercise your rights, you can contact us at the address of Impact Hub's registered office or by email at [osobni-udaje@impacthub.cz](mailto:osobni-udaje@impacthub.cz).

## 12. Contact Details, Notices and Legal Actions

Each Customer, who is not an individual, shall provide the Operator with the identification details of one individual who will serve as the Customer's contact person. The Customer shall notify the Operator of any change of this contact person. Each Customer is responsible for the timeliness and accuracy of the information on the Members' Lists.

## 13. Complaints

If the Member or Customer is dissatisfied with the Operator's services, they shall promptly deliver a complaint concerning such service to the Operator at the email address of the relevant Impact Hub location, indicating: (i) first and last name(s), (ii) email address and phone number, (iii) what the complaint concerns, (iv) the nature of the defect in the service complained of, and (v) evidence of the defect in the service provided, as applicable.

The Operator shall examine the complaint and handle it without undue delay if the nature of the complaint allows it, otherwise within 30 days at the latest.

In accordance with Section 14 of Act No. 634/1992 Sb., on consumer protection, as amended, the Provider hereby informs that the authority competent for alternative resolution of disputes concerning or related to the Agreement is (i) the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, website: [www.coi.cz](http://www.coi.cz) or (ii) any other authority authorized by the Ministry of Industry and Trade. Detailed information, including information on the authorities authorized by the Ministry of Industry and Trade, can be found at <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/>.

## 14. Miscellaneous

In the event that any provision of these TCs or the Membership Agreement is or hereafter becomes invalid or unenforceable, such fact shall not affect the validity or enforceability of the Membership Agreement or the TCs, provided that the entire Membership Agreement shall be construed as if it did not contain the individual invalid or unenforceable provisions. The rights and obligations of the parties shall be construed and enforced accordingly. In that case, the Parties shall agree to modify the text of the invalid or unenforceable provision in such a way as to preserve as far as possible the purpose of the regulation of the rights and obligations of the Parties.

Impact Hub reserves the right to unilaterally change these TCs at any time. In that case, Impact Hub shall notify the Member of the updated version of the TCs at least 1 month prior to its effective date by sending the updated version to the Member's email address or by publishing it on the Impact Hub website. The Member shall become acquainted with the updated version of the TCs and if they do not notify Impact Hub of their disagreement with the change within 1 month from the date they were notified of the updated version of the TCs, the Member shall be deemed to have accepted the updated version of the TCs. The updated version of the TCs will be effective from the date specified therein.

The Membership Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, whether written or oral. The Membership Agreement may be amended, modified and supplemented only by written agreements signed by each of the parties, except in the case of amendments to these TCs and the Price List and other documents referred to in these TCs, and these TCs imply the existence of the Operator's right to amend them. The Membership Agreement is not a lease agreement and for the purposes of the Membership Agreement, the provisions of the Civil Code on lease do not apply.

These TCs shall be governed by Act No. 89/2012 Sb., the Civil Code, as amended.

These TCs are effective from 1 April 2023.

### **The following annexes are an integral part of these TCs:**

- **Annex 1:** Sample Withdrawal Form (see Article 9.3 of these Terms and Conditions, provided the Agreement was signed remotely)
- **Annex 2:** Personal Data Processing Policy - available from the Premises and on the Website
- **Annex 3:** Notice of Risks for Visitors and Contractors (OSH)
- **Annex 4:** Fire Alarm Guidelines

## Annex 1

**Recipient:**

RegioHub, s.r.o.

Registered office: Drtinova 557/10,

150 00 Prague 5, Czech Republic

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**NOTICE OF WITHDRAWAL FROM THE AGREEMENT**

(pursuant to Section 1820(1)(i) of the Civil Code and Government Regulation No. 29/2023 Sb.)

I/We hereby notify you that we withdraw from the Agreement dated

Date of ordering / date of confirmation of ordering the service:

PO or invoice number:

First and last name(s) of the customer(s):

Address of the customer(s):

In accordance with the Terms and Conditions, please send the purchase price to my bank account no....., kept with

(If I/we do not specify any bank account in the withdrawal notice, I/we agree that the service provider will send the amount to the account from which the funds were transferred initially to pay the price.)

Signature of the customer(s):

Date: