

# General Terms and Conditions (GTC) of König Büro-Management II GmbH/ecos work spaces Munich (hereinafter referred to as KBM II)

The following conditions apply in connection with the rental of meeting and conference rooms as well as short-term use of workplace at ecos work spaces Munich / KÖNIG BÜRO-MANAGEMENT II GmbH (hereinafter referred to as KBM II).

## TZ 1 APPLICATION / SCOPE OF SERVICES

- (1) The agreement to rent meeting/conference rooms or short-term workplace use corresponds to the application of an accommodation contract in the hotel industry. The Business Center shall remain the property and control of KBM II. Customer acknowledges that this Agreement does not constitute Customer's ownership or lease of the premises. The customer uses the Business Center and KBM II provides services for the customer on the basis of the concluded contract.
- (2) The booked rooms/workplaces are available to the customer according to the time confirmed in the room reservation. Timeouts are possible subject to availability and within office hours. If the room is used beyond the booked period, it will be charged according to the price list without a separate agreement. Use outside of office hours (evenings and weekends) is possible. This requires a separate agreement and a security deposit in cash or by credit card.
- (3) The booked rooms/workplaces may be exchanged at any time by KBM II for rooms/workplaces of the same or higher value at the same costs for the customer. When using a workplace, there is generally no right to a fixed/specific workplace.
- (4) The service customer can make use of other services described in the price list for meeting and conference room use for an additional charge, insofar as this has been agreed with KBM II. These can be: catering, technical equipment, personnel services, Internet access, copies and prints, office supplies, postage and underground parking. If services of this type are used, the calculation will be based on actual expenditure and the price list. An agreement for this in written form is not absolutely necessary.
- (5) The use / booking of meeting and conference rooms or workplaces does not entitle the use of the business address. If the business address is used illegally, i.e. without the associated service package, KBM II is entitled to charge for the cheapest service package that includes the business address for the entire period of use. The company name "at ecos work spaces münchen" together with the address is mandatory as information for an event notice. Business Center photos may only be used with the consent of KBM II. When using photos, a one-time fee is charged i. H. calculated from €50.00/photo.

## TZ 2 CANCELLATION POLICY

Both parties can withdraw from the booking in whole or in part up to 4 working days (Monday to Friday) before the start of use without compensation. If the customer cancels the reservation, the customer must bear the following costs, which are hereby agreed:

Cancellation more than 3 working days before the date	=	free of charge
Cancellation 3 working days before the appointment	=	50%
Cancellation less than 3 working days before the appointment	=	100%

## TZ 3 PAYMENT TERMS

- (1) The customer accepts the terms of payment as stated in the booking confirmation. In the case of card payment, he must also present the EC or credit card on request before the start of the event/use. In the case of direct debit authorization by direct debit, he must provide the bank details, if requested also in advance. Advance payments must be received by KBM II no later than 4 days before the start of use. If details of the booking conditions are not met, KBM II can prohibit the use of the meeting rooms/workplaces.
- (2) Receivables management has been assigned to König Büro-Management Verwaltungen GmbH. Invoicing takes place via König Büro-Management Verwaltungen GmbH, to which all payments are to be made. The customer agrees to the data transfer required for this.
- (3) A fee of €39.00 will be charged for returned direct debits. Furthermore, KBM II reserves the right to charge interest on arrears at a rate of 8 percentage points above the respective base interest rate from the 5th day of default.

## TZ 4 RIGHTS AND OBLIGATIONS OF KBM II

- (1) KBM II is responsible for the proper business center operation only within the specified business hours and for the agreed scope of room booking services. Disturbances caused by force majeure, technical faults or illness of the staff are excluded from this. However, KBM II is obliged to eliminate them within a reasonable time or to arrange for their elimination, provided that they are within KBM II's sphere of influence.
- (2) On the basis of this contract, KBM II acts neither as a representative nor as a vicarious agent or vicarious agent of the customer. The customer therefore indemnifies KBM II against any third-party claims upon first request. Both parties act within the framework of this contract with the diligence of a prudent businessman.

## TZ 5 LIABILITY BY KBM II

- (1) KBM II accepts no liability for business documents brought in and kept, cloakroom, items or materials. Items brought into the rooms by the customer are not insured under KBM II business insurance against burglary, theft, fire and water damage. KBM II is entitled to dispose of any items or documents left behind by the customer at the end of use at the customer's expense. There is no storage obligation.
- (2) Use of the garage is entirely at your own risk. Under no circumstances will KBM II assume any liability.
- (3) KBM II is not liable for damage caused by force majeure or for failures in the communication network for which KBM II is not responsible or for failures in the supply of water, electricity or heating energy for which it is not responsible. In these cases, a reduction in the agreed rent or other agreed remuneration is also excluded.
- (4) For all damage that occurs as a result of services provided by KBM II, or for personal injury, property damage and financial loss, whether this is caused by the customer, his employees or a third party through the use or failure of the service, KBM II is only liable in the event of intent or gross negligence. Liability in the event of intent or gross negligence is limited to a maximum compensation amount of €25,000.00 per claim.
- (5) KBM II is not liable for damage incurred by the customer because the customer does not fulfill his contractual obligations.
- (6) Under no circumstances is KBM II responsible to third parties for the content of the documents, telephone calls, communications or actions that KBM II has processed, produced or forwarded on behalf of the customer.
- (7) The customer is not entitled to any claims against KBM II because of the behaviour of other customers of KBM II.

## TZ 6 USE OF THE ROOMS

- (1) The room(s)/workplaces provided - and only these - may only be used for office work, for meetings, training courses, conferences, presentations or similar events. If the customer wants to use them for other purposes (e.g. product storage, production, parties, etc.), the written consent of KBM II is required.

- (2) Obligations regarding the use of the premises also result from the posted house rules for business premises (see below). This is accepted with the usage agreement for conference and meeting rooms.
- (3) Subletting of the rooms is not permitted. Any other transfer of use to third parties may only take place with the written consent of KBM II.
- (4) The customer is liable for damage culpably caused by him, his employees, event participants, guests and the suppliers commissioned by him and the like.
- (5) The customer is responsible for proving that there was no culpable conduct.
- (6) When using the premises, the furniture and the technical equipment as well as parts that can be used in the general areas, proper and proper use is assumed and expected. The customer is liable for damage and loss.
- (7) The even short-term accommodation of animals / pets is prohibited.
- (8) Bringing in and using your own photocopiers, coffee machines, water heaters and similar devices is prohibited. The same applies to bringing and consuming your own food and drinks.
- (9) **Of particular note:**  
**The entrance doors to the floors must be kept closed at all times. Keeping it open is only permitted as long as the entrance is continuously monitored through eye contact, otherwise the door must be closed immediately.**

## TZ 8 ADVERTISING ACTIVITIES

KBM II has welcome signs and notice boards ready for advertising. These or other advertising measures must be coordinated with KBM II. It is not permitted to affix notices or anything else in or on the building.

## TZ 9 COMPETITION PROTECTION

Protection against competition for the customer is excluded.

## TZ 10 PRIVACY

KBM II collects the data for the purpose of executing the contract, to fulfil your contractual and pre-contractual obligations and to send information in connection with the execution of the contract.

In order to fulfil the services offered, KBM II enters into contracts with third-party providers. Among other things, portals are used, which are operated by a service provider within the scope of processing on behalf of KBM II and which processes the data collected in the process on its servers. KBM II is free to use additional service providers or to change them at any time.

The customer agrees that collected data may be passed on to other office centers affiliated with the ecos group and any third parties - insofar as this is necessary to fulfil the commissioned service or to prepare an offer. KBM II and the office centers affiliated with the ecos group assure that they and their vicarious agents will treat this data confidentially.

The ecos group publishes a newsletter at regular intervals, which is sent to its customers by email. This can be cancelled at any time by clicking on a link. The customer declares that he agrees to the delivery by e-mail and that he has been informed of the possibility of unsubscribing.

KBM II only saves the data for the period required to achieve the purpose of storage. If there is a contractual relationship, KBM II stores the data until the statutory retention periods have expired. These are generally 6 or 10 years for reasons of proper accounting and tax law requirements.

The provision of personal data is voluntary. The customer has the right to revoke the consent at any time with effect for the future in whole or in part without giving reasons. However, since the performance of KBM II makes the collection and processing of personal data and the use of services by third parties partially necessary, an objection would possibly limit or completely exclude the use of the services.

## TZ 11 OFFSET / RIGHT OF RETENTION / ASSIGNMENT

- (1) The parties can only offset undisputed or legally established claims.
- (2) The customer may not assign, transfer or pledge the rights and claims to which he is entitled under this contract.

## TZ 12 SEVERABILITY

- (1) Agreements other than those made in this contract do not exist - unless expressly referred to in this contract. Changes and additions to this contract must be in writing.
- (2) Should a provision of this contract be or become wholly or partially legally invalid, this shall not affect the validity of the remaining provisions. In such a case, an admissible regulation shall apply which, if the text of the invalid regulation is considered reasonably, comes closest to what the parties wanted. If the ineffectiveness is based on a performance and time determination, the legally permissible extent takes its place.
- (3) Place of jurisdiction is Munich

## TZ 13 Service information pursuant to the EU regulation

Company data:	KÖNIG BÜRO-MANAGEMENT II GMBH Represented by its managing director Birgit König, company seat Pöcking Landsberger Str. 155, 80687 Munich Commercial register at the Local Court Munich no. HRB 244 973
Register:	117/130/60315
Tax number:	DE 32 12 15 043
VAT identification number:	Chamber of Industry and Commerce (IHK) for Munich and Upper Bavaria
Chamber:	----
Trade association:	Munich
Place of jurisdiction:	See Overview of Services and Prices
Service features:	Employer's liability insurance:
Employer's liability insurance:	HISCOX Insurance Company Ltd., Niederlassung für Deutschland Munich, branch office 80636 Munich Area of application: Germany
Professional affiliations:	ecos office center GmbH & Co.KG and all ecos work spaces affiliated to the company network BURO Club Développement
Rules of the house:	Notice to the left of the Center entrance and on request or as Annex 3 to the contract
Code of conduct:	----
Board of arbitration:	----