

## GENERAL CONDITIONS FOR USERS

These General Conditions have been drawn up by Deskbookers B.V. ("**Deskbookers**"), having its registered office at Herengracht 182, 1016 BR in Amsterdam and registered in the Chamber of Commerce under number 62979388. The General Conditions relate to the use of the Deskbookers online platform ("**Deskbookers platform**"), which includes the Deskbookers website (www.deskbookers.com, the "**Website**"), the Deskbookers widget, the Deskbookers mobile application and all other applications with which the Deskbookers platform can be used (the "**Deskbookers portals**"). Read through the General Conditions carefully before you register with, and make use of the Deskbookers platform. The General Conditions can at all times be consulted on the Website. Deskbookers reserves the right to alter these General Conditions from time to time. By using (or continuing to make use of) the Deskbookers portals you agree with the most recent version of the General Conditions. The applicability of any purchasing or other conditions of the User is explicitly rejected.

### 1 DEFINITIONS

- 1.1 In these General Conditions the following terms have the meaning set out behind the terms: -
- Deskbookers: the business which runs the Deskbookers platform.
  - Deskbookers platform: the online service offered by Deskbookers, with which Users and Lessors are brought together to offer, look for, find and book a Flexplace.
  - Deskbookers portals: the website www.deskbookers.com, the Deskbookers widget, the Deskbookers mobile applications and all other applications which are offered by Deskbookers, with which the Deskbookers platform can be used.
  - Deskbookers widget: an application developed by Deskbookers which is offered on the website of a third party, with which Users can add Bookings to the Deskbookers platform.
  - Lessor: a third party which offers (a) Flexplace(s) via the Deskbookers platform, which Flexplace(s) can be booked by a User.
  - User: a natural person acting in the course of a profession or business, which makes use of the Deskbookers platform to book a Flexplace.
  - Flexplace: a flexible workplace (including the entirety of a table and a chair, conference rooms and other rooms and other facilities, services and products) which is offered by a Lessor and which can be booked by a User. - Booking: the registration of the (intended) use of a Flexplace by a User.

### 2 REGISTRATION

- 2.1 In order to make use of the Deskbookers platform you must register one time. You guarantee that the details which you enter during the registration are correct. If you register on behalf of a legal person, you guarantee that you are authorised to carry out this action and to enter into agreements with third parties on behalf of this legal person. After registration you will have an account in which all Bookings are registered. If you abuse the Deskbookers platform you can be denied the use thereof and a registration can be cancelled and your account can be removed.

### 3 BOOKING

- 3.1 If you place a Booking via the Deskbookers platform for the use of a Flexplace you are entering into an agreement with the Lessor who offers the Flexplace. Deskbookers is not a party to this agreement. Deskbookers matches supply and demand, offers the Lessor a digital reservation

system and takes care of the transaction. The Lessor is responsible for the correct execution of the Booking. You are responsible for supplying the correct details with regard to the Booking.

- 3.2 In your account you can consult and if necessary change the Bookings you have made.
- 3.3 If your actual use of the Flexplace exceeds the Booking, which in any event includes the exceeding of the agreed duration and the purchase of additional services or products, these services and products will immediately, as soon as possible but in any event within 24 hours after the use of the Flexplace, be added to your Booking by the Lessor and will be subsequently invoiced in conformity with clause 5.2 . [You will receive a notification.] In your account you must subsequently check the services and products added to the Booking as to accuracy. 24 hours after the use of the Flexplace the content and scope of the Booking is definite.
- 3.4 In addition to the booking costs for the location we charge a booking fee. We charge a booking fee to cover the cost of running of the company and its operations. Deskbookers booking fees are calculated using a variety of factors including the booking subtotal, the length of the booking, and characteristics of the location. VAT will be charged on top of the booking fee. The booking fee listed in the basket will be exclusive of these VAT charges.

#### **4 RATES AND AVAILABILITY**

- 4.1 The Lessor will specify the relevant rates via the Deskbookers platform for every Flexplace which is offered (including additional services and products). The rates are dependent on availability, time and type of Flexplace. The Lessor is responsible for the accuracy of the specified rates.
- 4.2 All rates are set out exclusive of VAT, unless otherwise indicated.

#### **5 PAYMENTS**

- 5.1 You can settle your Bookings directly with the payment methods (iDeal, credit card) offered on the Deskbookers platform. Payment on an invoice basis is only possible after explicit agreement from Deskbookers.
- 5.2 If your actual use of the Flexplace exceeds the Booking, which in any event includes exceeding the agreed duration and the purchase of additional services or products, these costs will be passed on to you and invoiced afterwards.
- 5.3 All invoices must be paid within 10 days after the date. Objections to the amount of the invoice do not suspend the payment obligations. If you do not pay within that term you are legally in default. You will then owe interest of 5% per month, unless the statutory commercial interest is higher, in which case the statutory interest applies. The interest on the due amount will be calculated as of the time that you are in default up to the time of payment of the full amount. If you are in default, all reasonable costs to obtain extrajudicial payment will be at your expense and you will forfeit an immediately due penalty of 15% over the amount still owing with a minimum of EUR 50.
- 5.4 Any reasonable judicial and enforcement costs made are also at your expense. You will owe collection costs over the interest.
- 5.5 In the event of liquidation, bankruptcy, attachment or moratorium on payment of the user the claims are immediately due.

#### **6 DISCOUNT CODES**

- 6.1 With your order you can made use of individual discount codes which have been provided to you by Deskbookers or the Lessor. In principle discount codes cannot be used in combination with other discount actions or promotions. If discount codes are abused Deskbookers is entitled to cancel discount codes and to cancel Bookings.

## **7 CHANGE AND CANCELLATION**

- 7.1 You can change or cancel the Booking free of charge at latest up to 24 hours before the start of the Booking. In the event of a change or cancellation within 24 hours before the start of the Booking, the entire amount of the Booking will be charged and the User is obliged to pay this amount.
- 7.2 A change or cancellation of a Booking must be passed on via your account. The sending of an email does not constitute a valid change of cancellation.
- 7.3 If a Booking which has already been paid has been changed or cancelled in time and you are entitled to restitution, the excess amount paid by Deskbookers will be repaid.

## **8 LESSOR'S HOUSE RULES**

- 8.1 You must comply with the house rules or code of conduct as these apply with regard to the relevant Flexplace of the Lessor. You are bound to follow the instructions given by the Lessor.

## **9 COMPLAINTS AND DISPUTES**

- 9.1 If you have a complaint about the Deskbookers platform, Deskbookers would be glad to hear it so we can help to resolve it. Send your complaint (described as completely as possible) to [info@deskbookers.com](mailto:info@deskbookers.com). If you have a complaint with regard to descriptions, facilities or illustrations of Lessors or a Flexplace, you can report it by email. Deskbookers will endeavour to take action in connection with a valid complaint.
- 9.2 If you do not agree with the execution of the Booking by the Lessor you must in the first instance turn to the Lessor with whom you have an agreement. Upon request Deskbookers can act as a mediator in the event of a dispute. Deskbookers will in such case endeavour to resolve the dispute. You can contact Deskbookers via the telephone number or the email address set out on the Website.

## **10 LIABILITY**

- 10.1 The liability of Deskbookers (including the group companies belonging to Deskbookers and its employees and officers) is limited as follows (subject to intent and gross negligence):

10.1.1 Deskbookers is not liable for any shortcoming or loss which is the result of the fact that the Lessor's Flexplace does not satisfy the specifications which were agreed in advance or does not satisfy (technical or spatial) requirements which were set in advance or that certain necessary materials or products are not present;

10.1.2 Deskbookers is not liable for any shortcoming or loss which is the result of incorrect instructions of the User, incorrect input by the User in making a Booking or any incorrect presentation of data by the User, the Lessor or a third party;

10.1.3 Deskbookers is not liable for any shortcoming in the performance of an obligation with regard to a User or Lessor, in so far as such is the result of force majeure, such as but not limited

to: unforeseen hardware or software defects, power or internet disruptions, fire, lightning, explosions, disruptions, floods, industrial conflicts, exceptional weather conditions, war or acts of local authorities;

10.1.4 Deskbookers is not liable for any indirect loss, reputation damage or consequential loss; and

10.1.5 in so far as Deskbookers is liable therefore, its liability is limited to (a) the amount that is paid out to Deskbookers under its liability insurance, or, if lower (b) the total amount of the Booking to which the liability relates.

10.1.6 Deskbookers cannot guarantee that inventory, such as desks and desk chairs, of a Flexplace at a Lessor's meets the requirements set pursuant to the Occupational Health and Safety regulations. Deskbookers is not liable for any loss ensuing herefrom. You can ask of a Lessor per Flexplace whether the inventory satisfies the Occupational Health and Safety requirements.

10.2 The User indemnifies Deskbookers against all loss which the User causes to the Flexplace, inventory or building of the Lessor by the persons who make use of the Flexplace during the period of the Booking.

## **11 PRIVACY AND PERSONAL DATA**

11.1 Deskbookers respects your privacy and the privacy of all its Users and will treat the personal data which are made available to it via the Deskbookers platform very carefully. For more information on how Deskbookers deals with your data, see the Deskbookers Privacy Statement which can be consulted [[@here](#)].

## **12 INTELLECTUAL PROPERTY**

12.1 The intellectual property of and copyright in all information, descriptions and illustrations which the Lessor and/or Deskbookers have placed on the Deskbookers platform, lies with Deskbookers or it has been granted a licence therefore by third parties. It is therefore not permitted without Deskbookers' written consent to reproduce, reuse, publish or distribute texts or parts thereof, illustrations or other information of the Deskbookers platform.

## **13 DISCLAIMER**

13.1 Deskbookers does not check information such as illustrations, facilities and descriptions of Flexplaces which a Lessor places. Other information which you find on the Deskbookers platform has been compiled with the greatest possible care. It is nevertheless possible that the information which is published on the Deskbookers platform is incomplete and/or incorrect or contains typographical errors. Deskbookers therefore does not guarantee the accuracy and completeness of the information offered on the Deskbookers platform regarding the participating Flexplaces and Lessors and does not accept any liability for the consequences of inaccuracy and incompleteness.

## **14 APPLICABLE LAW**

14.1 These General Conditions and the use of the Deskbookers platform are governed by Dutch law. All disputes ensuing herefrom will exclusively be brought before the court in Amsterdam.