Obecné podmínky

General terms valid from 01/04/2023

1. Definitions and Interpretation

1.1 Definitions

The following terms used in these General Terms should be understood as follows:
“Affiliate” means, with respect to any person, any other person that, directly or indirectly, from time to time, (i) controls, (ii) is controlled by, or (iii) is under common control with, the first mentioned person; for the purposes of this definition the term “control” shall be interpreted as including the direct or indirect ownership of a majority of shares, ownership interest or voting rights, the ability to appoint the majority of the management, or the ability to exercise decisive influence over the respective person.
“Building” means a building in which the Space is located, as indicated in the Membership Details Form.
“Business Address” shall have a meaning ascribed to in Clause 8.2 of these General Terms.
“Business Day” means a day on which banks are open for business in the Czech Republic (excluding Saturdays, Sundays and public holidays).
“Business Hours” means generally hours from 9:00 to 18:00 on the Business Day.
“Contact Person” means a person properly authorised to represent and legally bind the Primary Member in connection with the Membership Agreement and to contact with the Operator as specified in Clause 19.1 of these General Terms.
“Data Protection Legislation” means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy and use of personal data applicable in the Czech Republic including the General Data Protection Regulation ((EU) 2016/679) and/or any corresponding or equivalent national laws or regulations, once in force and applicable.
“Documents” shall have a meaning ascribed to in Clause 22.2 of these General Terms.
“Execution” or **“Executed”** means the Membership Agreement execution in a written, document, online or electronic form (without a secure electronic signature verified with a valid qualified certificate).
“Fee” means a payment fee specified in the Membership Agreement or in case of additional services agreed between the Parties in a separate price list available at the Operator, the Manager. **“Force**

Majeure Event” means an event which is beyond the reasonable control of the affected Party and includes (insofar as it is beyond such control) an event which falls into one or more of the following categories: (i) strike, lock out, work stoppages, slowdowns or any other industrial or labour dispute; (ii) act of God, fire, flood, storm, earthquake, extreme adverse weather conditions; (iii) war, military action, riot, civil commotion, terrorism, epidemic or pandemic; (iv) nuclear, chemical or biological contamination or sonic boom; (v) explosion or malicious damage; (vi) compliance with a law or governmental order, rule, regulation or direction; (vii) accident, lack of power, or breakdown of plant or machinery; (viii) delays by suppliers or materials shortages; (ix) difficulty or increased costs in obtaining workers, goods or transport; and (x) other circumstances affecting the Operator or goods or services but not including failure to pay the Fee (for any reason).

“General Terms” means these general terms of cooperation in a written form, between the Operator and the Primary Member relating to, among others, the rules of provision of Services, general terms of payment of the Fee and other rights and obligations related to the Membership Agreement, which constitute an integral part of the Membership Agreement.

“Lovitt” shall have a meaning ascribed to in Clause 2.1 of these General Terms.

“Lovitt Center(s)” means (a) center(s) where the Services are offered to the Lovitt community by the Operator or its Affiliates.

“Lovitt Rules” means any rules and principles of the Membership and Lovitt community norms related to, announced or distributed within the Space.

“Image” shall have a meaning ascribed to in Clause 15.4 of these General Terms.

“Individual Member” means a Primary member who is a natural person acting for purposes which are outside of his trade, business, craft or profession.

“Manager(s)” means a person(s) designated by the Operator for the management of the Space, as of the date of issuance Petr Florián (petr.florian@avisonyoung.com).

“Member” means the Primary Member and any natural person (individual) authorised by the Primary Member on its member list, which is attached in its initial version as the Appendix to the Membership Agreement (the “Member List”), to receive the Services and use the Space according to the Membership Agreement.

“Member Personnel” means an Individual Member or any employees, staff, other workers and guests of the Member who require access to the Building from time to time.

“Member Property” means any equipment, documents, things, valuables, property or other

possessions brought into the Space by the Member or its guests.

“Membership” shall have a meaning ascribed to in Clause 2.3 of these General Terms.

“Membership Agreement” means each agreement, including any of its amendments, concluded electronically, online, in written or document form, between the Operator and the Primary Member relating to provision of the Services, consisting of the whole package of the membership documents, in particular the Membership Details Form and all the Appendices attached to the Membership Agreement.

“Membership Details Form” means the membership form, being part of the Membership Agreement and containing, among others, details of the Fee, Subscription, Member(s), start dates, terms and notice periods, governed by the General Terms.

“Operator” means **Lovitt s.r.o.,** a limited liability company incorporated and existing under the law of Czech Republic, identification no.: 267 06 288, having its registered office at Karlovarská 1698/1, Řepy, 163 00 Prague 6, registered in the commercial register maintained by the Municipal Court in Prague, File no. C 88630, including any of its successors in title.

“Operator’s Group” means the Operator and any Affiliate of the Operator and any individual person or persons who is a shareholder of either Operator or of an Affiliate of the Operator and any relative/close person (in Czech: osoba blízká) to the aforementioned persons.

“Party” means each of the Operator and the Primary Member and the “Parties” mean the Operator and the Primary Member collectively.

“Platform” means the internal or external web application used by the Operator in connection with the Services provision or Lovitt Center(s) management, through which some of the Services will be rendered.

“Policies” means any of the codes of conduct, policies and procedures made available to the Member, as added or amended by the Operator from time to time, including the Lovitt Rules.

“Primary Member” means any entity or Individual Member that enters into a Membership Agreement with the Operator.

“Privacy Policy” means a policy governing the processing of all personal data related to provision of the Services.

“Security Deposit” shall have a meaning ascribed to in Clause 12.1 of these General Terms.

“Services” means services offered by the Operator or/and selected by the Primary Member, under and in connection with the Membership Agreement.

“Space” means a space indicated in the Membership Agreement and common areas of the Lovitt Center within the Building and (depending on the selected Subscription) a space in other available Lovitt Centers. Indication of the Space, depending on the selected Subscription, means stating desk(s) or office(s) number of desks which may be used under the Membership Agreement.
“Space Plan” means a space plan, which presents in detail the division of the Space and its respective areas with individual desk(s) or office(s) names or numbers.
“Start Date” means the start date stated in the Membership Details Form.
“Subscription” means the relevant Service(s), as ordered and described in more details in: (i) the Membership Details Form, (ii) the Appendix no. 1 to the Membership Agreement or/and (iii) separate arrangements made between the Primary Member and the Operator, if applicable, provided by the Operator in return for the Fee.
“Term” shall have a meaning ascribed to in Clause 11.1 of these General Terms.
“VAT” means the value added tax.

1.2 Interpretation

(a) a “Clause” means a clause or a sub-clause of these General Terms, unless stated otherwise;
(b) any terms not defined in these General Terms shall have the meaning given to them in the Membership Agreement;
(c) the terms and expressions in singular include the plural and vice-versa;
(d) headings are inserted for ease of reference only and do not affect interpretation of these General Terms;
(e) the term “include”, “including” or “e.g.” shall not be interpreted as a restrictive term;
(f) reference to “written form” includes any communication by post, or personal delivery with acknowledgment of receipt (including e-mail with acknowledgment of receipt) and fax.

2. Subject of the Membership Agreement

2.1 The Operator has created and conducted a business, working community for the Lovitt Members. Subject to the terms and conditions of the Membership Agreement, the Operator shall use its reasonable efforts to provide the Members with the Services in return for the Fee, which the Primary

Member shall pay to the Operator. The list of current Services offered by the Operator, which include style of work that involves a non-exclusive access to the office (the “Lovitt”) is available on the Space. The Lovitt is connected with the Space within the Building indicated in the Membership Agreement and (depending on the selected Subscription) in other available Lovitt Centers.

2.2 All terms and conditions specified herein shall be, accordingly, applied to:

(a) all Members appointed by the Primary Member; and

(b) the Member’s guests; and

(c) any other persons authorised to usage of the Services under the Membership Agreement.

The above refers in particular to the house rules of the Building and the Policies.

The Primary Member is responsible for ensuring that all above mentioned people comply with the Membership Agreement (including all its appendices), house rules of the Building and the Policies.

2.3 As from the date of the Membership Agreement, each Member automatically becomes a part of the Lovitt community (the “Membership”), however to be able to use the Services, the Member is required to comply with the Policies and other rules applicable to the Space and other requirements indicated in Clause 4.

3. Purpose and values of the Lovitt community

3.1 The common goal of the Lovitt community and its Members is to:(a) make connections, create a safe and respectful workplace, where diverse, groups of companies, startups, freelancers, remote workers and other interested entities work together; and

(b) develop creative atmosphere and cultivate unique experience that meets the needs of respective Members; and

(c) encourage the Members to explore: (i) shared interests with one another and (ii) collaborative opportunities that go beyond daily work routines.

3.2 The Members of the Lovitt community have the opportunity to:

(a) collaborate and support each other’s activities;

(b) discuss and exchange of knowledge and experience;

(c) share with the Operator or the Manager their expectations and proposals related to improvement of the Space and the Services.

3.3 In particular, the Lovitt Center provides the Members (subject to availability) with (i) a chill out zone & gaming room, available for all the Members, (ii) exclusive events & workshops and (iii) mentoring & consultancy.

3.4 While using the Services and facilities of the Space all Members are expected to behave in line with the following values:

(a) the Members should respect the Space and leave it as they find it, clean and tidy, subject to normal wear and tear. If the Members move things around, they are obliged to return them to their original location and tidy up after themselves;

(b) due to the Space purpose, it is expected that the Members will collaborate where possible and will be prepared to draw on the help and support of others, whilst respecting their right to get their own work done;

(c) the Members should respect the Policies and people around them and their rights of privacy and confidentiality.

3.5 When the Lovitt community shall be: (i) open, fun and collaborative it also shall be (ii) professional, provided that the Members are responsible for proper balancing of the same.

4. Representations of the Parties

4.1 The Primary Member hereby declares that it:

(a) has reviewed and accepts the conditions of the Space;

(b) is aware of the fact that the Space is a non-exclusive access office, i.e. inaccordance with the principles set out in other agreements it is also available to other people and/or entities and/or Members, including for the purposes of registration of the office. Moreover, the Member hereby confirms that the above circumstances do not constitute any breach of the Membership Agreement;

(c) understands the Space has been created for the benefit of the entire Lovitt community and that its own use of the Space and the Membership should not interfere with the interests of the Lovitt community as a whole;

(d) agrees not to act in a manner that affects or is likely to adversely affect the peaceful operation or enjoyment of the Services and the Space, Building or Building’s occupants, guests or contractors or any other persons.

4.2 The Member shall (and shall procure any of its guests) comply with:

(a) the Policies;

(b) house rules of the Building;

(c) the Space Plan;

(d) recommendations of the Manager(s) or the Operator. Until the Manager(s) is designated by the Operator or during the Manager's absence all the terms and conditions specified herein and related to the Manager shall, accordingly, apply to the Operator or its relevant representatives, other than the Manager.

4.3 The Operator or the Manager disposes the current version of Policies and house rules of the Building, which are available on each Member's request. Moreover, the Member is obliged to become acquainted with such Policies and house rules of the Building during its first visit of the Space.

4.4 Due to safety and security requirements, common areas of the Space, except for meeting rooms, indicated on the Space Plan are monitored via cameras system. All cameras are directed in a way that does not infringe the privacy of closed offices. The Primary Member is obliged to inform any of its personnel, guests and contractors about monitoring. In addition, such information will be placed in the Space or the Building in accordance with applicable laws.

5. Community

Access to the Lovitt community

5.1 Within the Membership and subject to paid Subscription, the Member may receive the access and password to the individual Member's virtual Platform account carried out by the Operator or an external (third party) contractor.

5.2 While registering on the Platform the Member is obliged to accept relevant terms and conditions of the Platform. Furthermore, the Member notes that his/her account on the Platform is created by default under the conditions and in accordance with the Privacy Policy of Lovitt. In case the Platform is delivered by a third party outside the Operator's Group, the Operator has no influence on the abovementioned Platform's terms and conditions or any other requirements, however, the Operator will use all its reasonable endeavours to ensure a safe and convenient use of the Platform, in particular the third party shall provide sufficient guarantees to implement appropriate technical and

organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation.

Access to the Lovitt Exclusive Events and Event Space

5.3 Within the framework of the Services, the Space might be accommodated to any range of events (e.g. mixers, workshops or birthday parties) hosted by the Operator, the Manager or the Member.

5.4 The Manager will provide the interested Member with necessary details relating to organizing such events upon its request.

6. Space

Desks or private offices

6.1 The scope, type and terms of Member's access to the Space depends on the Subscription purchased by the Primary Member and indicated in the Membership Details Form, detailed description of which is attached at Appendix no. 1. to the Membership Agreement called "Detailed description of the Subscription type".

6.2 The location of the Space, according to the Subscription purchased by the Primary Member, corresponds to the area number and names presented in the Space Plan. However, under the "Flexible desks" or "One day" subscription the Member is entitled to use any available desk in a common area at a flexible desks location within the Lovitt Center (based on first come, first served principle).

6.3 If the Member is entitled to access to the Space, the Member is also entitled to access to common area of the Space. The Member should use the common area of the Space in order to access area, office or desk indicated in Clause 6.2 or to use other Services.

6.4 The Space is a collaborative workspace, and the Member acknowledges it is working in close proximity to other Members who compete (or might compete) with its business. It is the sole responsibility of Member to ensure that any obligations it may have regarding proximity and/or confidentiality with respect to such competing Members are adhered to.

6.5 The Member acknowledges that due to the shared nature of the Space, sensitive or confidential information may sometimes be overheard, and the Member agrees to respect the right of privacy and confidentiality of other Members in such circumstances.

6.6 Where the Subscription entitles the Member to access the Space, it does not give the Member an exclusive right to any part of the Space. The Member is responsible for ensuring that the Space meets the needs of its activity.

6.7 The Members are solely and fully responsible for ensuring that their confidential information remains secure within the Space and through the Member's use of the Platform. The Operator is not liable for any unauthorised disclosure of Member's confidential information, unless such disclosure occurs as a result of a proven wilful breach of Operator's confidentiality obligations towards the Member.

6.8 The Space is a shared office and the Members shall take into account other Members and use the Space and the Platform in a respectful way. Offensive language, threatening behaviour, abuse of Operator's staff (including, but not limited the Manager(s)) or other Members and damage to the Operator's or other Member's property, will not be tolerated and the Operator reserves the right to remove offenders from the Space, and, at its own discretion and without further notifications, suspend or cancel their Membership and access to the Platform.

Private locker

6.9 Depending on the Subscription indicated in the Membership Details Form the Member is entitled to use any available locker in the Space.

6.10 The Member shall not leave Member Property in the Space.

6.11 The Member shall be solely and fully liable for any of its Member Property left in the Space.

6.12 The Member acknowledges that putting off or storing of the Member Property is not connected with operation of Lovitt. The Operator shall not be liable for any loss of, or damage to the Member Property, unless such loss of, or damage is caused by the Operator.

Access to the Space and the Services

6.13 Subject to the required advance payment (where applicable), the Member or a new Member will be able to begin accessing the Space and receiving the Services ordered by the Primary Member or

the Member on the later of: (i) the Start Date or (ii) the date the Operator confirms in writing, by e-mail or in other way the addition of a new member to the Member List, provided that the Primary Member shall procure each such new Member will register on the Platform. The Primary Member is responsible for maintaining the accuracy and correctness of the Member List.

6.14 No Member has the right to permanent access to any given Space, except agreed with the Operator under the relevant Subscription type. If the Member has an unlimited, i.e. 24/7, access to the Space, it does not mean that the Member is allowed to live there. The Space shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes. No gambling devices shall be operated in the Space.

6.15 Based on the selected Subscription the Operator may provide the Member with individual electronic card(s), key(s), codes or other means of access to the: (i) relevant parts of the Building (including parking places, showers, bike parking places, if applicable) and to (ii) the Space. The Member agrees that all individual electronic card(s), key(s), codes or other means of access are non-transferable and shall protect them from theft, robbery and pilferage.

6.16 The electronic cards, keys, codes or other means of access remain the ownership of the Operator at all times. Failure to return either of these at the end of the Membership Agreement will result in some, or all, of the security deposit, specified in the following Clause 12 (if applicable), being forfeited.

6.17 For the avoidance of doubt and subject to remaining provision of the Membership Agreement, only paid-up Subscription entitles: (i) the Member or (ii) its guest to use the Services ordered by the Member (active Membership).

6.18 The Operator will use its due diligence to announce to the Member in advance any known changes or disruptions related to the Member access to the Space or to the use of other Services provided by the Operator in the Space.

6.19 At any time, during the Term (as defined below in Clause 11.1 of these General Terms) of the Membership Agreement, the Operator, the Manager, or person authorised by any of them: (i) is entitled to an unlimited access to the whole Space, including private offices, with or without notice, in connection with provision of the Services (including but not limited to cleaning and delivery of mail, if not agreed otherwise), for the Services provision, safety or emergency purposes, or/and (ii) may,

except for the private offices, temporarily move furniture contained in the area of the Space assigned to the Member. For any other purposes, in particular in order to show the Space to other Operator's clients, the Operator or the Manager is entitled to unlimited access to the whole Space, with or without notice, except for the access to the private offices, which may occur with 5 days' prior notice. The Member is obliged to tolerate such unlimited access and not to obstruct it in any way.

6.20 If the Operator is unable to deliver the Space, assigned to the Member under the Membership Agreement, available by the Start Date for any reason including due to: (i) changes in construction plans, delays in obtaining permits, or any other obstacles in procuring the Space, or (ii) delays caused by the Member or by any changes requested by the Member and accepted by the Operator, the Operator will not be subject to any liability related to such inability, nor will such failure affect the validity of the Membership Agreement. In this event, except as set forth in the Membership Agreement, the Primary Member will not be obliged to make payments of the Fee until the relevant (assigned) Space is made available to the Member.

6.21 Access to the Space might be occasionally disrupted. This may include, but is not limited to: (i) the offering of events or other Services on the Space that are not included in the Subscription and that may require additional Fee to attend or use, (ii) the need to move or limit the work area of the Space and under rare circumstances to vacate the premises entirely or (iii) any works in the Building, including, but not limited to fit-out works.**7. Meeting rooms, board rooms, event spaces**

Booking

7.1 Depending on the Subscription, the Members will have the opportunity to book meeting rooms, board rooms, conference rooms, private rooms or event spaces as part of their Fee or under additional Fee for such Services, as stated in the price list available at the Operator orthe Manager.

7.2 The booking process will be carried out through: (i) the Platform, (ii) e-mail correspondence with the Manager and (iii) arrangements made with the Manager in the Space. The booking shall enter into force after the receipt by the Member of booking confirmation. The booking process under the above options indicated in (ii) and (iii) will be possible only during the Business Hours.

7.3 The Fee for meeting rooms, board rooms, conference rooms, private rooms or event spaces (if applicable) is charged for each commenced hour. The Member shall use meeting rooms, board rooms, conference rooms, private rooms or event spaces in a reasonable and proper way.

7.4 The Member shall when using any spaces pursuant to this Clause 7 of the General Terms:

(a) do so in a reasonable and proper manner;

(b) in accordance with any reasonable regulations imposed by the Operator and/or the Manager for their use;

(c) if causing damage to the rooms shall promptly repair such damage to the Operator's reasonable satisfaction; and

(d) vacate the spaces at or before the end of the period of time for which the Member has booked it for.

8. Printer and Other Services

Printer

8.1 The Member is entitled to print or photocopy 150 pages per month (fair usage policy). If the Member prints more pages, the additional fee per page will be charged according to Clause 10, unless agreed otherwise. The printer shall be used on the first come, first served basis and thus, the Operator does not guarantee its unlimited availability for all Members.

Company address and postbox

8.2 Depending on the Subscription, the Primary Member may have the opportunity to submit to the appropriate authorities or company register of relevant court the address of Building, where the Space is located, as the Primary Member's address of conducting its business activity, registered office of the Primary Member's company or the Primary Member's delivery address (the "Business Address").

8.3 Immediately, but not later than within one (1) week after expiration or termination of the Membership Agreement (regardless of the cause), the Primary Member is obliged to deregister its Business Address (if it is the address of Building, where the Space is located) from the company register of relevant court and other authorities, otherwise the Primary Member will be obliged to pay to the Operator a contractual penalty in the amount of 0,05% of the Fee for every failure to deregister the registered seat due during the Term (as defined below in Clause 11.1 of these General Terms), for each day following one (1) week of expiration or termination of the Membership Agreement.

Provision of postal service, concierge, entrance logo and other additional Services

8.4 Provision by the Operator of any additional Services or facilities (if ordered), including postal service, concierge and entrance logo, not included in the Subscription, will:

(b) be on the terms and conditions agreed by the Parties separately (if applicable);
(c) be at the sole discretion of the Operator or Manager or the current availability of the premises and other space.
8.5 The Primary Member undertakes to make the relevant payment (including in advance payment where required) for ordered additional Services.

8.6 The list of current Services available to be sent by email to the Contact Person (if so required), and at the main Lovitt reception desk.

Internet and other utilities or services

8.7 The Space will be supplied with the following utilities or services: electricity (230V and 380V), cold and hot water, a sewerage system, disposal of usual office waste, Internet connection, coffee machine and cleaning (soda water and/or other refreshments may also be available).

8.8 The Member undertakes to comply with the regulation related to Internet network, including Wi-Fi connection.

8.9 The Member agrees not to engage in any online or business or other activities of: (i) the sort that are not in compliance with law or that may damage or impair the functioning of the Space or its Services, including but not limited to overburdening or impairing any servers or networks connected to the Space, or (ii) a questionable moral character that may damage or otherwise adversely affect the benefits of the Membership, the Operator’s reputation, or the reputation of any Member of the Lovitt community, including but not limited in connection with downloading or using trademarked or copyrighted material without permission, pyramid schemes, spam, identity theft, defaming or harassing others, or uploading or downloading profane or indecent material.

8.10 The excessive burden of internet connection by downloading of large amounts of data is prohibited.

9. Use of the Services

9.1 The Member will use the Services for and in connection with the office purposes only, save where the parking places or bike parking places are part of the Services, in which case the Services will be used for, respectively, parking bikes or motor vehicles up to 3.1 ton. The Member is not allowed to use the Services for any other purposes than stated herein unless otherwise stated in the Membership Agreement or without the prior written or electronic (via e-mail) consent of the Operator. There shall be no “For Sale” or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings.

9.2 Only the Members or its guests in accordance with the Membership Agreement are entitled to access and use the Services, in particular, to access to the Space. The Member cannot permit a third party to use the Services or to occupy the Space (or its part).

9.3 When accessing the Space, the common areas and other parts of the Building and facilities of the Building, the Member will comply with the law and regulations on hygiene, health, safety and fire protection applicable in the Czech Republic, so that no damage (or material wear and tear) to property, personal injury or death will occur, and will not use materials, procedures and equipment damaging the environment through vapor, noise and vibrations or in other way above the level allowed pursuant to applicable laws and respective technical standards. The Member is responsible for obligations arising out of the law or regulations relating to health and safety at work, including law governing working environment factors and conditions at the Space.

9.4 The Member is not entitled to play or use any sound producing equipment or apparatus or organize any events in the Space so as to be audible from outside the Space and in particular in the rest of the Building or any of its part or disturb the other Members by use of a radio or musical instrument or by making of loud or improper noises. The Member is not entitled to install or use any flashing lights so as to be visible from the outside of the Space.

9.5 The Member undertakes at its own expense to maintain the Space in good order and free from rubbish and not to disturb visitors in the area of the Building intended for public.

9.6 The Member is aware of the fact that the Space is not intended for accommodation or overnight sleeping.

9.7 The Member is entitled to have guests but only in the areas selected for such purposes. A guest must also be listed in the guest register before using any of the Services. At all time, (i) any guest must

be accompanied by a Member, moreover (ii) the Member will be responsible for their guests' acts or omissions, as for its own. It is required from the Member to ensure that guests have understood the Lovitt Rules, Policies and other requirements related to the Space and its Services.

9.8 No bikes are allowed in the Space. Moreover, the Space is a smoke-free area.

9.9 The Member will not place any goods or other objects in the common areas of the Building, garages or other interior or exterior space of the Building (or of other parts of the Building) except for places approved by the Operator for such particular purpose.

9.10 In case of a breach of the parking rules by the Member, the Operator will be entitled to remove the vehicles breaching the parking rules at the Member's risk and expense.

9.11 The Operator reserves the right to exclude or expel from the Space any person who, in the judgment of the Operator or Managers, is intoxicated or under the influence of alcohol or drugs or who shall in any manner do any act in violation of the Policies.

9.12 Except for dogs and other domestic animals and pets, no animals shall be allowed in the Space, common areas, halls, or other indoor spaces located within the Building.

9.13 The Member shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Space, except as specifically approved in the Membership Agreement. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Space.

9.14 No auction or exhibition, public or private, will be permitted within the Space without the prior written consent of the Operator. No political meeting shall be held within the Space without the prior written consent of the Operator.

9.15 The Member shall not:

(a) damage or destroy any of the furniture placed within the Space;

(b) litter in the Space or the common areas;

(c) overload the floors, the conference room facilities or the printing or photocopying facilities;

(d) damage or interfere with the windows in the Space.

9.16 The Member acknowledges that:

(a) the Operator and those authorised by it may enter the Space at any time with or without notice.

The Operator will use reasonable endeavours to disturb the Member as little as possible and shall repair any damage caused when entering the Space; and

(b) the Operator may host events at the Lovitt Center accessible by members or the public and the Operator will use reasonable endeavours to disturb the Member as little as possible.

10. Terms of Payment

10.1 The Fee is automatically invoiced to the Primary Member based on its Subscription, indicated in the Membership Agreement. In case of any additional Services provided to the Member, which are not included in the Subscription, the Operator is entitled to issue one (1) joint invoice for all Services provided in the respective term for which the invoice is issued. However, in some cases, the Fee for respective additional Services might be required in advance, thus might be presented in a separate invoice. All payments shall be made only after a respective invoice is officially sent by the Operator to the billing contact address as stipulated in the Membership Agreement.

10.2 Any and all amounts payable hereunder, including the Fee, will be increased by the respective amount of the VAT at the appropriate rate pursuant to applicable laws (when applicable).

10.3 Subject as otherwise stated herein or in the Membership Agreement, payment of the Fee shall be made by the Member to the Operator’s bank account, stated in the respective invoice (in some cases, available also on the Platform on the Primary Member’s profile), by bank transfer, within ten (10) days from the day of issuing the relevant invoice by the Operator but in no case later than the last day of the preceding month for which the Fee is due. The Fee is deemed to be paid on the day when the full sum of the due Fee has been credited to the Operator’s bank account.

10.4 The Primary Members who have not given their consent (in the Membership Agreement) on electronic invoice are obliged to collect the invoice at the Space reception desk after ordering any Services and without undue delay. In case the invoice is not collected in person by the Member or its representative or provided in electronic way, it can be sent to the Primary Member’s address indicated in the Membership Agreement (unless it is the same address as the Space).

10.5 Unless otherwise agreed, the Fee for any Services provided by the Operator lasting less than one (1) month shall be paid in advance.

10.6 If the Primary Member is in delay with any payment, including the Fee, for more than ten (10) days, the Operator may, at its sole discretion, deny or limit Member's access to the Space and Services, until such time as said payments are credited to the Operator's bank account.

10.7 In the event the Subscription starts or ends in the middle of the calendar month, the Fee will be prorated accordingly, i.e. the Fee (or its relevant part) will be calculated as one-thirtieth of the amount per one day (rounded up to the second decimal point) multiplied by a number of the calendar days for which that Fee (or its relevant part) is payable.

10.8 For avoidance of any doubt, in relation to the Services lasting longer than one (1) month, first invoice for the ongoing month and the invoice for the following month shall be issued within ten (10) days from the date of Execution of the Membership Agreement and shall be paid within ten (10) Business Days from the date of the relevant invoice issued by the Operator. Each subsequent invoice shall be issued by the tenth (10th) day of the month preceding the month for which the Fee shall be made. Moreover, the Operator is entitled to a setup fee(s) for each desk or office. The setup fee(s) will be automatically charged with the first invoice issued by the Operator.

10.9 Failure to use any Services ordered under the Membership Agreement, where such failure is not a direct result of the Operator breaching its obligations under the Membership Agreement, will not release the Member from the payment obligation.

10.10 The Member will not be entitled to unilaterally set-off any of its receivables to the Operator, or to reduce, withhold or retain any amount of the Fee or any other payments hereunder or in relation hereto against the claims of the Operator.

10.11 If any Member's payment in favour of the Operator hereunder is overdue, the Member will pay to the Operator on demand interest for delay at statutory rate.

10.12 The Member shall pay to the Operator all reasonable costs and expenses (including those of the Operator's professional advisors) plus VAT together with any losses incurred by the Operator and/or the Manager in connection with:

(a) any breach by the Member of any of its obligations in the Membership Agreement;

(b) preparing and serving any notice on the Member explaining that the Member has not carried out its responsibilities in the Membership Agreement, including a notice to terminate the Membership Agreement, even if the Member complies with the notice or the Operator takes no further action in

respect of it; and

(c) taking any action against the Member in order to collect any payments due under the Membership Agreement.

11. Term

11.1 The Membership Agreement becomes valid and effective on the day of its signing by both Parties or on the day of its execution online on the day of the Operator's final arrangements confirmation being sent by e-mail to the Primary Member and it is concluded for the period of time indicated in the Membership Agreement (the "Term"). In case there are different terms of duration for specific Services, within or beyond the Subscription, a period of time for each of them shall be calculated individually. Regardless of the Term, the Membership Agreement may be terminated in writing or in electronic form (i) by each Party upon a one (1) month notice period, if not agreed otherwise in the Membership Agreement, such termination shall be effective as of the last day of the calendar month following the calendar month when such notice of termination has been served on the other Party, (ii) by a written agreement of the Parties, (iii) upon termination of the lease between the owner of the Building and the Operator, (iv) by termination by the Operator under Clause 11.4 of these General Terms.

11.2 Except the "One day" Subscription, the minimum Term for the Membership options is one (1) month.

11.3 The Member is entitled to extend the Subscription and the Term by submitting a new Membership Details Form, which after the acceptance and signing by the Operator (or confirmation in electronic form) shall constitute the amendment to the Membership Agreement. The Operator reserves the right to refuse, at its sole discretion, to extend the Subscription or the Term, in particular in case of current absence of the sufficient space. Any such new Membership Details Form accepted and signed by both Parties (or confirmed in electronic way), if any, shall constitute the subsequent Appendix herein and shall prevail over the previous application forms and the Membership Agreement.

11.4 Unless the Membership Agreement provides otherwise, the Operator may terminate the Membership Agreement in writing or electronic form (or its part related to the specific Member) with

immediate effect upon delivery of the notice of termination to the Primary Member, or/and suspend the Membership Agreement (or its part related to the specific Member) with immediate effect upon delivery of the notice of suspension to the Primary Member, in the event when:

(a) the Primary Member is in a delay with the payment of the Fee and fails to remedy the breach within an additional period of ten (10) Business Days after receipt of the Operator's written or electronic notice,

(b) the Member breaches the Membership Agreement or these General Terms, particularly with regard to the Policies, or house rules of the Building and fails to remedy the breach within an additional period of two (2) Business Days after receipt of the Operator's written or electronic notice,

(c) the Member will pass on the electronic card, keys, codes or other means of access to the Space or allow an access to the Space and its paid Services to third parties, other than the Members' guests;

(d) the purpose of the Services' use is changed to purposes other than defined hereunder and the Member fails to remedy the breach within an additional period of five (5) Business Days after receipt of the Operator's written or electronic notice;

(e) the Space is seriously damaged by the Member and the Member fails to remedy the damage within a reasonable period stated in the Operator's written or electronic notice;

(f) the Primary Member fails to supplement or renew the Security Deposit, specified in Clause 12, in compliance with the provisions of the Membership Agreement, and continues with the breach hereof after the lapse of an additional period of ten (10) Business Days following receipt of the Operator's written or electronic notice;

(g) the Primary Member is in liquidation, bankruptcy, restructuring or any other similar proceeding according to the laws of the Czech Republic.

During the time of suspension of the Membership the Primary Member is obliged to pay the Fees. The Primary Member shall not be entitled to make any claim against the Operator in this respect.

11.5 Notice of termination of the Membership Agreement by the Primary Member shall be made in writing or in electronic form and served on the Operator.

11.6 In case of termination of the Membership Agreement under Clause 11.4 (termination of the Membership Agreement due to a breach of the Membership Agreement or these General Terms by the Primary Member or the Member as stipulated in Clause 11.4 of these General Terms), the Operator is entitled to a contractual penalty from the Primary Member in the amount equalling to the

Security Deposit as of the Membership Agreement signing date. The contractual penalty set forth in this Clause 11.6 of these General Terms is payable upon the request of Operator.

11.7 Immediately, but not later than within one (1) week after expiration or termination of the Membership Agreement (regardless of the cause), the Member is obliged, at its own cost, to:
(a) return entrusted electronic card/s, physical key/s, codes or other means of access to the Space or locker (if any);
(b) remove all the Member Property out of the Space, take away its personal belongings and to empty the locker (if any). Any items remaining one (1) week after termination of the Membership Agreement might be entrusted to a depositary at the Member's own cost;
(c) comply with the obligations stipulated in Clause 8.3 (if applicable).
11.8 In the event the Member fails to perform any of its obligations stipulated in Clause 11.7, the Operator will be entitled, without prejudice to its any other claims or remedies for that reason, to demand from the Primary Member and the Primary Member shall pay to the Operator a contractual penalty, equal to Euro 200, per each day of the breach of the said obligations, payable upon the request of Operator. The contractual penalty set forth in this Clause 11.8 of these General Terms is payable upon the request of the Operator.

11.9 In addition to Clauses 8.3 and 11.5 through 11.8 all provisions of the Membership Agreement, which expressly or by implication are to be performed or observed notwithstanding termination or expiry shall survive the same.

11.10 Save as otherwise provided for in Clause 11.7 of these General Terms, if the Membership Agreement is terminated with immediate effect neither of the Parties shall be obliged to return the performance to, refund, or reimburse the other Party for any obligation fulfilled before such termination.

11.11 The operator retains the unilateral right to terminate membership contracts with members executed from August 1st 2023 as deemed necessary. In the event of termination, the Operator will provide at least one month's prior notice to the affected member. This clause ensures smooth operations and allows the Operator to make decisions in the best interest of the coworking community. Members are bound by this provision and acknowledge that the Operator may exercise this right without requiring their consent or justification.

12. Security Deposit

12.1 As a surety for the due and proper performance of Member's obligations under the Membership Agreement, except for the "One Day" or "Lovitt Virtual" Subscription types, the Primary Member shall provide the Operator with a security deposit equal to the current amount of one (2) month regular Fee, if not agreed otherwise in the Membership Agreement, for each Subscription chosen by the Primary Member and indicated in the Membership Details Form, increased by an equivalent of the VAT (the "Security Deposit"). No interest shall accrue or be payable on the Security Deposit and the Primary Member shall have no right to it nor to any claim against the Operator for that reason.

12.2 The Operator is entitled to use the Security Deposit for the settlement of any of the Member's obligations under the Membership Agreement, including obligations that result from a breach of the Membership Agreement.

12.3 Unless the Parties have agreed otherwise, the Primary Member shall pay the Security Deposit to the Operator's bank account indicated in the Membership Agreement in the same currency as the Fee. The Security Deposit shall be paid together with the first payment of the Fee under the Membership Agreement.

12.4 If the Operator draws upon the Security Deposit (in whole or in part), it will notify the Primary Member without undue delay in writing or electronic form thereof, specifying a date of drawing upon such Security Deposit.

12.5 In the event the entire or any portion of the Security Deposit is drawn upon by the Operator, the Primary Member will reinstate it to the said full amount (indicated in the Membership Details Form) within five (5) Business Days after being notified by the Operator.

12.6 In the event of any increase of the Fee for the Member's Subscription (including when any new Subscription is agreed between the Parties) after the date of the Membership Agreement, the Operator will be entitled, however, not obliged, to request the Primary Member in writing to increase the Security Deposit so that it is equal to an increased amount of monthly Fee, increased by an equivalent of the VAT, and the Primary Member shall replenish (increase) the Security Deposit to that higher number within seven (7) Business Days after being notified by the Operator in writing or electronic form.

12.7 Unless otherwise stipulated herein, the Operator shall return the Security Deposit (or the balance of it) to the Primary Member, subject to the complete satisfaction of all obligations of the Member under the Membership Agreement within ten (10) Business Days following the later of: (i) the date of termination (or expiration) of the Membership Agreement, (ii) the date on which the Primary Member notifies the Operator of its bank account, where the Security Deposit (or the balance of it) shall be returned and (iii) the date of complete fulfilment of all obligations of the Primary Member and all of its Members under the Membership Agreement. Moreover, the Operator will not be responsible for any currency conversion of the returned Security Deposit, if any.

13. Insurance

13.1 The Primary Member is advised and encouraged to maintain throughout the Term a property insurance and commercial general liability insurance covering the Primary Member and all its Members for property loss and damage, injury to the Members and the Members' guests, in a form and insurance coverage amount appropriate to its business. The Operator shall not be held responsible for insuring or for any loss or damage to Member Property brought into the Space.

14. Maintenance, Alterations and Repairs

Maintenance

14.1 During the whole Term the Operator remains the sole owner or manager/co-manager of the Space, including (but not limited to) equipment, fittings, installations and facilities brought into and installed by the Operator on the Space. However, the Operator is entitled, at its sole discretion, to entrust the management of the Space to other person or entity, in particular to the Manager.

14.2 The Operator may at any time make any alterations, fit-out works, improvements, installations, modifications, renovations, repairs, instalment of new technical equipment and facilities and other similar investments or changes, in the Space (or in any part thereof), without a prior written consent of the Member. The Members will allow the above investments and changes in the Space and will neither hinder the Operator, nor third parties authorised by the Operator, to enter their private office and other

private areas (if any) and will make them available to the Operator (or to authorised third parties) to the required extent and will not restrict or impede the performance of such works.

14.3 The Operator is entitled to alter, on a permanent or temporary basis, the area in the Space assigned to the Member, provided the Operator will not do so in a manner that substantially decreases the square footage of the Space part assigned to the Member. If possible, it shall be done only within the same Subscription or wider one, however, under the same Fee.

14.4 The Member is responsible, at its expense, for any maintenance, modification, regular inspection, repair and replacement of equipment installed, operated, owned or used solely by the Member in the Space and for the satisfaction of any and all technical safety requirements relating thereto as stated in applicable laws and technical standards. The Member shall not install or operate within the Space any machinery or mechanical devices of a nature not directly related to the Member's business and shall keep all such machinery free of vibration, noise and air waver which may be transmitted within the Space and disturb the other Members.

Alterations

14.5 The Member cannot: (i) carry out any alterations, fit-out works, improvements, installations, modifications or other changes to any part of the Space or the Building, unless the Operator expressly agrees for any of the above in writing or (ii) make any other changes in the Space, including changes with the designation of the Space or its equipment.

14.6 If the Member re-arranges the furniture in the Space this should be returned to the original set-up on the request of the Operator (however, no later than on the termination of the Membership Agreement).

14.7 The Member must receive a permission from the Operator or the Manager to post signs, cover glasses or windows, host events or otherwise use the Services, in particular in a way that may impose on the interests of the Lovitt community or other Members or user of the Space.

Repairs

14.8 The Member shall forthwith notify the Operator of any defects or other facts hindering the proper use of and operation in the Space. The Member shall allow the Operator (or a third party authorised by the Operator) to perform all necessary repairs and other actions in the Space and shall respect all reasonable restrictions and provide all cooperation to the extent necessary for the performance

thereof, otherwise it will be liable for any damage and losses caused to the Operator because of the failure to fulfill the obligations under this Clause 14.8.

15. Personal data and use of image/logo

15.1 The Primary Member hereby warrants that it has the authority to provide any personal data to the Operator in connection with the performance of the Membership Agreement, including personal data of Members and that any personal data provided to the Operator has been processed in accordance with applicable law. The Primary Member shall inform the Operator about any change in such personal data within two (2) Business Days. The Primary Member is aware of the fact that the processing and transfer to other Operator's Affiliates (or to the owner of the Platform) of each Member's name and surname, e-mail address and other personal data, is necessary to proper identification and performance of the Membership Agreement. If the Member wishes to have his/her profile pictures on the Platform, he/she should upload the photo proactively and by such upload he/she made an informed decision to use such profile pictures of the Member on the Platform, solely in connection with the purposes of simplifying the creation of business connections within the Lovitt community.

15.2 The personal data of the Members are processed in compliance with the Privacy Policy.

15.3 The Primary Member gives the Operator its consent with use and publication of its logo or company name. Such consent includes the usage, collection, recording, storage and disclosure of the Primary Member's logo/company name only in the purposes related to the Lovitt or the Membership.

15.4The Operator reserves the right to take photographs or make films in the Space, where the Member's image may be taken (the "**Image**"), based on legitimate interest of Lovitt to promote its brand on the market. The purpose of the use of the Image is to illustrate the activities or projects, past, present or future, related to the Lovitt or the Membership. We would like to declare that we do honour the data minimisation principle and the Image will be adequate, relevant and limited to what is necessary in relation to the purpose for which it is processed. Hence the Member should be identifiable as little as possible. The Operator will never use the Image of Member's face.

16. Liability

16.1 The Primary Member shall be liable for any and all acts or omissions of its Members or Member's guests as for its own. Moreover, the Primary Member is obliged to ensure that its Members or Member's guests: (i) became acquainted with the Membership Agreement, all principles of the Membership, Policies, house rules of the Building and the Lovitt rules (as amended and updated) and (ii) undertook to comply with the same.

16.2 The Operator shall not be liable for any damage or loss to the Members, or Member's guests or third parties caused by the Force Majeure Event or by circumstances or reasons beyond its control.

16.3 The Operator shall not be liable for:

(a) any damage or loss of the Member or Member's guest caused by any other Member or Member's guests or third parties;

(b) any failure or interruptions in supply of utilities or Services, in particular electricity, cold and hot water, sewerage system, or correct operation of the Internet or lack of Internet access, unless such failure or interruption is caused by the Operator. The Operator will take all necessary and reasonable actions to ensure a continual supply of utilities and Services.

16.4 The Parties acknowledge, that they do not assume the overall damage, which may arise to the Primary Member, or Member (its guests, invitees, or contractors) out of or in connection with the provision of Services by the Operator under the Membership Agreement, will exceed the amount equal to the Fee paid by the Member for the month when a damage occurred. The Operator shall not be liable for any damage or loss exceeding this amount. The Parties consider a damage exceeding such amount unforeseeable. The Operator is not liable for any indirect or consequential loss, including any loss of actual or anticipated business, income or loss of opportunity.

16.5 The Primary Member will indemnify the Operator for any loss incurred by the Operator or any claim against the Operator resulting from a breach of the Membership Agreement by the Primary Member or its Members, guests, invitees, or contractors.

16.6 Nothing in the Membership Agreement shall exclude or limit any rights or remedies, which the Individual Member may have under the Czech Act No. 89/2012 Coll. Civil Code, as amended, the Czech Act No. 634/1992 Coll. on Consumer Protection, as amended, and other mandatory provisions of applicable Czech consumer protection laws. If any clause or provision of the Membership Agreement or General Terms is illegal, invalid or unenforceable under present or future mandatory

consumer protection laws, then and in that event, it is the intention of the Parties that the remainder of the Membership Agreement and General Terms shall not be affected.

16.7 The Primary Member shall be liable for any and all omissions of its Members or Member's guests and shall reimburse the Operator of all damages, losses, expenses or costs and expenses incurred by the Operator or its Affiliates as a result of: (i) Member's breach of the Membership Agreement, principles of the Membership, Policies, house rules of the Building and the Lovitt Rules (as amended and updated) or (ii) any claims raised by any third party arising out or in connection with the Member's obligations set out in the Membership Agreement, principles of the Membership, Policies, house rules of the Building and Lovitt Rules (as amended and updated).

17. Confidentiality

17.1 The Parties acknowledge that within the Term of the Membership Agreement and after its termination (or expiration), the Membership Agreement, its terms and stipulations therein, are subject to strictly confidential treatment and neither Party may disclose it to any third party without the other Party's consent, excluding information (within the necessary scope) required for proper performance of obligations arising from the Membership Agreement. The Primary Member shall be liable for any and all breaches of this Clause 17.1 of the General Terms by its Members or Member's guests as for its own. Notwithstanding the remainder of this Clause 17 the Operator may disclose this Membership Agreement to its directors, officers, employees, agents, professional advisors, Operator's Affiliates and any of Operator's Affiliates' directors, officers, employees, agents, professional advisors.

17.2 The Parties may disclose the abovementioned information only under a prior written consent of the other Party or to the extent required by the law, by any governmental or other regulatory authority, or by a court or any other authority of a competent jurisdiction. If a disclosure as described above is required, to the extent it is legally permitted, the Party shall give the other Party a notice of such disclosure as soon as possible, describe the extent of the disclosure and where applicable, take into account reasonable requests of the other Party in relation to the content of such disclosure.

17.3 All materials produced by the Operator cannot be used, copied or submitted by the Member or delivered to any third party without the Operator's prior written consent.

17.4 Provisions regarding data protection and Privacy Policy shall be available upon request.

18. Assignment

18.1 The Primary Member may not assign, or otherwise transfer, its rights and obligations arising out or in connection with the Membership Agreement (in part or in whole).

18.2 The Operator is entitled to assign, or otherwise transfer, its rights and obligations arising from the Membership Agreement (in part or in whole) to any third party, without the Primary Member's approval.

19. Contacts

19.1 Each Primary Member, who is not a natural (individual) person, shall specify one (1) representative, who will act as the Primary Member's Contact Person (the "Contact Person").

19.2 The Primary Member is responsible for the accuracy of information on the Member List. In order to make changes to the Members List, the Primary Member or the Contact Person must send an e-mail, from the Primary Member's or the Primary Contact's e-mail address indicated in the Membership Agreement, to the e-mail address of the Operator specified in the Membership Agreement. The e-mail requesting the change must include at least the name and surname of the departing and the new Member and the effective date of the change. The change will not take effect until the Operator, in its sole discretion, confirms that it has received the e-mail and has accepted and applied the change.

19.3 Any additional person added within the chosen Subscription shall be calculated and invoiced automatically under the rate per one (1) Member indicated in the Membership Agreement. In such case, at request of any Party, the Parties shall make written or electronic confirmation in this respect in the form of the new Membership Details Form application. Then, the provision of Clause 11.3 of these General Terms shall apply accordingly. The Contact Person is responsible for informing each Member about any information provided to the Contact Person by the Operator or the Manager, including through e-mail address, in particular about any: (i) changes of the Lovitt Rules and other Policies, (ii)

any other information having impact on the Services availability, or (iii) changes of the house rules of the Building.

19.4 The Primary Member hereby confirms and authorises all Members (current and future) to order additional Services under the Membership Agreement (not included in the Subscription) in the name and on behalf of the Primary Member and takes responsibility for any Fee due for those Services.

20. Right to withdraw from the Membership Agreement (applies only to the Individual Members acting as consumers and who entered into the Membership Agreement remotely)

20.1 The Individual Member who enters into the Membership Agreement remotely may within fourteen (14) calendar days withdraw from said Membership Agreement without stating a cause and without incurring costs, with the exception of costs incurred in Clause 20.6 of the General Terms. In order to meet the above deadline, it is sufficient to send the declaration of withdrawal before it expires. The withdrawal declaration may be submitted to the following address:

a) in writing at the Operator address: Perlová 371/5, Staré Město, 110 00, Prague 1.

b) electronically via e-mail at the address: petr.florian@avisonyoung.com.

20.2 If the Individual Member as the Primary Member enters into the Membership Agreement, an example of the Membership Agreement withdrawal form template will be included at appendix to the Membership Agreement in the form reflecting requirements of the relevant applicable Czech consumer protection legislation. The Individual Member may use the template form, however, it is not obligatory.

20.3 The course of the term to withdraw from the Membership Agreement begins on the Membership Agreement Execution date.

20.4 In case of withdrawal from the Membership Agreement concluded remotely, the Membership Agreement is deemed null and void.

20.5 The Operator is obliged without undue delay and in any event not later than within fourteen (14) calendar days from the receipt date of the Individual Member's declaration of withdrawal from the Membership Agreement, to refund all payments issued by the Individual Member. The Operator issues the payment refund using the same method of payment used by the Individual Member, unless the

Individual Member has clearly consented to a different refund method, which is not associated with any additional cost to the Individual Member.

20.6 In the event of Services the provision of which – at the clear request of the Individual Member – is commenced before the Membership Agreement withdrawal deadline, the Individual Member exercising its right to withdraw from the Membership Agreement upon submission of such a request is obliged to pay for the Services provided until the time of withdrawal from the Membership Agreement. The payment amount is calculated proportionally to the scope of Services provided, taking into consideration the Fee, price, remuneration stipulated in the Membership Agreement.

20.7 The right to withdraw from the Membership Agreement concluded remotely does not apply in case the Operator has fully performed the Services at the express consent of the Individual Member, who was informed prior to the commencement of Services that the right to withdraw from the Membership Agreement shall be lost upon completion of the Service by the Operator.

20.8 In case of any discrepancy between the provisions of this Clause 20 and any of the other provisions of these General Terms, with respect to the Individual Member, the provisions of this Clause 20 shall prevail.

21. Complaints proceedings

21.1 Any complaint regarding the Services must be presented by e-mail to the address petr.florian@avisonyoung.com or by a certified letter to the Operator's registered office address. Any complaint shall include the following data:

(a) name of the complainant;

(b) address and correspondence address of the complainant (including email address and telephone number);

(c) object of the complaint;

(d) a detailed description of Service that is object of the complaint;

(e) a reason for the complaint;

(f) signature (handwritten signature in case of the complaint presented by a certified letter).

21.2 Complaints will be examined by the Operator within fourteen (14) Business Days following a date of receiving the complaint.

21.3 The Operator has the right to ask for information on the identity of the Individual Member or recipient of the ordered Service and to verify whether a person submitting the complaint is entitled thereto.

21.4 The Individual Member will receive a notification from the Operator about the result of the complaint to its e-mail address or in case of the complaint sent by post to the address provided by the Individual Member.

21.5 If the Individual Member is dissatisfied with the result of the complaint or if the Operator does not respond to it within thirty (30) days as of a day the complaint was sent by the Individual Member, the Individual Member is also entitled to seek recourse to out-of-court complaint and redress mechanism in accordance with the Czech Act no. 634/1992 Coll. on Consumer protection and on amendments and supplements to other acts, as amended:
(a) at the Czech Trade Inspection (address for delivery: Česká obchodní inspekce (ČOI), institute ADR, Štěpánská 567/15, 120 00 Praha 2, electronically adr@coi.cz); or
(b) at any authorised legal entity registered in the list of entities for alternative dispute resolution of the Ministry of Industry and Trade of the Czech Republic, which is available on the website: http://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr.
21.6 The Individual Member is also entitled to use online platform of the European Commission: http://ec.europa.eu/consumers/index_en.htm.

22. Final provisions

22.1 The provisions of the Membership Agreement or the Appendices shall be severable; in the event that any of the provisions shall become invalid, void, ineffective or otherwise unenforceable, the remaining provisions shall remain valid, effective and enforceable to the fullest extent permitted by law. Any such invalid, void, ineffective or unenforceable provision shall be deemed to be replaced by such valid, effective and enforceable provision with the meaning as closest as possible to the original intention of the Parties. Notwithstanding anything in these General Terms to the contrary, the

relationship based on the Membership Agreement is not that of landlord-tenant and the Membership Agreement in no way shall be construed as to grant the Member a right to exclusive use or exclusive possession of the Space.

22.2 The Operator is entitled to, temporarily or permanently, amend or supplement these General Terms or the Lovitt Rules (the “Documents”), at any time, in case of changes in applicable laws, business or market needs, requirements affecting the Lovitt or necessity to improve the Services. The Primary Members will be notified in writing or in electronic form of any such amendments or supplements to the Documents by a delivery (including via e-mail) of their revised versions to the Primary Member and publication at the place designated for that purpose.

22.3 In case the Primary Member does not agree with the revised Documents, the Primary Member shall be entitled, within thirty (30) Business Days after delivery of such Documents, to terminate the Membership Agreement in a form of a written (or electronic) notice of termination served on the Operator with at least fourteen (14) Business Days’ notice period. Should the Primary Member not serve on the Operator a written notice of termination within thirty (30) Business Days after delivery of revised Documents, such Documents shall be deemed approved and binding upon the Primary Member and become an integral part of the Membership Agreement.

22.4 The Parties declare the agreed amounts of contractual penalties are adequate to the value and importance of obligations secured by such contractual penalties. Any claim to contractual penalty agreed herein shall be without prejudice to any other rights of the Party entitled to a contractual penalty including the right to claim compensation for damage, losses or otherwise in full amount.

22.5 Save as otherwise provided in the Membership Agreement, amendments hereto shall be agreed by both Parties and made in writing, or in electronic form, otherwise being null and void.

22.6 Any matters not provided for herein shall be governed by the Czech law, in particular by applicable provisions of the Czech Act No. 89/2012 Coll. the Civil Code, as amended, save in case of the Individual Member, when provisions other applicable consumer protection laws, shall apply.

22.7 Save as otherwise provided in the Membership Agreement, any disputes which may arise in connection with this Membership Agreement, which will not be settled amicably, shall be resolved by the courts of the Czech Republic.

22.8 Nothing in these General Terms constitutes a warranty from the Operator that the Space may lawfully be used for the use allowed under the Membership Agreement.

22.9 These General Terms need to be agreed to by the Primary Member before the Membership commencement. If there is anything that the Individual Member does not agree with or does not understand in these General Terms, the Individual Member is advised to not accept them and contact the e-mail indicated in the Membership Agreement.