

# Terms and Conditions

## TERMS FOR BOOKERS

THE SITE AND SERVICES ARE INTENDED SOLELY FOR PERSONS WHO ARE 18 YEARS OF AGE OR OLDER AND ONLY FOR MERCHANTS. ANY USE OF THE SITE OR SERVICES BY ANYONE UNDER THE AGE OF 18 AND WHO IS NOT A MERCHANT IS EXPRESSLY PROHIBITED. UPON CREATING AN ACCOUNT OR SUBMITTING A BOOKING YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND THAT YOU ARE A MERCHANT. PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS. SERVICES IN TERMS HEREOF ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS STATED HEREIN.

Valid until: 3 Nov 2019

Last Updated: 25 May 2019

### Impressum

#### Operator of the website:

Spacebase GmbH

Skalitzer Straße 33

10999 Berlin

Company registration Nr.: AG Charlottenburg HRB 165761 B

VAT-Nr.: DE300019992

Managing Director: Julian Jost

Phone: +49 30 2201 2550

Mail: [terms@spacebase.com](mailto:terms@spacebase.com) (mailto:terms@spacebase.com)

### Terms of service for Bookers

www.spacebase.com is a registered web domain of Spacebase GmbH, a company whose details are set out above. Spacebase GmbH shall hereinafter be referred to as "Spacebase", "we", "us", or "our".

For bookings where the space is located in the United States of America, the contractual party for booker and space is Spacebase US, Inc., registered in the State of Delaware (Employer Registration Number: 38-4096802). In these cases, "Spacebase", "we", "us", or "our" refers to Spacebase US, Inc.

Operator of the website remains in any case Spacebase GmbH.

Spacebase provides an online platform that offers temporary bookings which are accessible at [www.spacebase.com \(/en/\)](http://www.spacebase.com (/en/)) (the "Site").

You agree to comply with and be legally bound by the terms and conditions of these terms ("Terms"), whether or not you become a registered Member. Spacebase reserves all rights in respect of access to and use of the Site and all Content. Please also read our Privacy Policy carefully [here \(/en/policies/privacy/\)](http://en/policies/privacy/).

### 1. Key terms

- "Agreement" means the usage agreement between Spacebase as provider and you as a booker, as determined by your booking and a confirmation by Spacebase pursuant to clause 5
- "Content" means all text, graphics, images, music, software, audio, video, information or other materials and Content that Spacebase makes available through the Site, including Member Content.
- "Booking Fees" means the amounts that are due and payable by you in exchange for the booking of a Space, including all ancillary costs and taxes, if applicable, as displayed in the respective Listing.
- "Listing" means a Space that is listed as available for booking via the Site.
- "Member" means a person who completes Spacebase's account registration process as described under "Account Registration" below.
- "Member Content" means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site.

- "Space" means any room, workshop, kitchen, office, house, apartment, suite, hall, center, building or other property and/or its facilities and immediate surroundings offered for booking by Spacebase via the Site.
- "Services" means any service offered directly by a space or a third-party supplier related to an agreement and offered for booking by Spacebase via the Site.

## **2. How the Site Works**

The Site can be used to book Spaces and related services, including but not limited to rooms, workshops, kitchens, houses, offices, apartments, suites, halls, centers, buildings or other properties and/or related services and/or its immediate surroundings for commercial or other purposes. Such Spaces are included in Listings on the Site. You may view Listings or book a Space as an unregistered visitor to the Site; however, if you wish to create a Listing, you must register to create a Spacebase Account (defined below).

## **3. Account Registration and Access**

In order to access certain features of the Site or create a Listing, you must first register to create an account ("Spacebase Account") and become a Member. Your personal profile will be created based upon the information you provide. You may not have more than one (1) Spacebase Account. Access to your profile is password protected and you are responsible for safeguarding your password. Spacebase shall not be liable for any claims, liabilities, damages, losses, and expenses, including, without limitation, legal and accounting fees on whatsoever scale, arising out of or in any way connected with any activities or actions under your Spacebase Account, whether or not you have authorized such activities or actions. You will immediately notify Spacebase of any unauthorized use of your Spacebase Account.

## **4. Information provided for Registration or Booking**

You agree to provide accurate, current and complete information during the registration process and to update such information. The same applies to the information provided in the booking process.

## **5. Bookings**

If you request a booking, you submit an offer to Spacebase to enter into an Agreement. A booking will only become valid upon confirmation by Spacebase. Spacebase is required to either confirm or reject the booking request within the following period:

- if a "Booking Request Period" is displayed in the Listing, such period is decisive;
- if no "Booking Request Period" is displayed in the Listing, the period is one week.

If Spacebase confirms a booking, we will summarize the material terms of the booking (including the applicable cancellation policy) in an email to you. Such confirmation shall constitute a commercial letter of acknowledgement. If you feel that it does not fully reflect what has been agreed, you have to inform us without undue delay.

Absent a confirmation by Spacebase in such period, the requested booking will be automatically cancelled. If a requested booking is not confirmed by Spacebase, any amounts collected by Spacebase will be refunded to you, depending on the selections you make via the Site and any pre-authorization of your credit card will be released, if applicable.

Spacebase does not charge, but only pre-authorizes, your credit card until a booking is confirmed.

## **6. Financial Terms**

The Booking Fees payable will be displayed to you before you send a booking request. You as a Booker are liable to pay Spacebase using the methods described on the Site for the Booking Fees for any booking requested in connection with your Spacebase Account if such requested bookings are confirmed. In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to Spacebase or its third party payment processor(s). In order to establish a booking, you understand and agree that Spacebase reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Booking Fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (EUR 1), or a similar sum in the currency in which you are transacting (e.g. one USD or one British pound), to verify your credit card. Upon confirmation of your booking, Spacebase will charge your credit card for the Booking Fees. You duly authorize Spacebase or the third party online payment processor, as the case may be, to charge your credit card for said fees and collect said fees without requiring additional or prior approval from you subsequent to your booking request.

Please note that Spacebase cannot control any fees that may be charged to you by your bank related to Spacebase's collection of the Booking Fees, and Spacebase disclaims all liability in this regard. If you are directed to Spacebase's third party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is complete, you will receive a confirmation email summarizing your confirmed booking.

## 7. Cancellations by you

If you cancel your requested booking before the requested booking is confirmed, Spacebase will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time.

If you wish to cancel a confirmed booking made via the Site, either prior to or after arriving at the Space, the cancellation policy of Spacebase pursuant to the individual Agreement will apply to such cancellation. Our ability to refund the Booking Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy pursuant to the individual Agreement.

## 8. Terms of Booking

Booking Fees include all utilities (electricity, heating and water) unless noted otherwise in the respective Agreement.

Booking Fees may include services that you explicitly selected in the booking process unless noted otherwise in the respective Agreement.

You as a Booker are responsible to return the Space clean and in the same state as handed over unless noted otherwise in the respective Agreement. You may be charged additional fees for cleaning and/or restoration in case you fail to return the space in the same condition. The respective fees will be invoiced to you separately. Spacebase does not guarantee that these fees may be covered by insurance. Spacebase suggests you to document the state of the space on your arrival at the space in case that may be required for insurance claims.

You are responsible to return any keys you may obtain.

You are responsible to get insurance coverage that may be required to get (e.g. for events). For some Spaces, mandatory insurance against damages is required. If indicated in the respective Agreement, you have to obtain such insurance. We may request that you submit conclusive evidence that you have obtained such insurance. If we made such request and you have not submitted such evidence, Spacebase may withhold the Space; but you remain liable to pay Booking Fees.

You are responsible to get licenses that may be required for your event (e.g. noise/alcohol) and to comply with all applicable laws (in particular laws on noise protection).

You must not subcontract the usage of the Space except as expressly approved by Spacebase in writing (it being understood that e-mail shall suffice).

## 9. User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site and Content. In connection with your use of the Site and Content, you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- use manual or automated software, devices, scripts, robots or other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Site or Content;
- use the Site or Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, services or Content in connection with the distribution of unsolicited commercial email (“spam”) or advertisements;
- “stalk” or harass any other user of our Site, our services or Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as Member;
- register for more than one Spacebase Account or register for a Spacebase Account on behalf of an individual other than yourself;
- unless Spacebase explicitly permits otherwise, request or book any Space if you will not actually be using the Space yourself;
- contact owners of any Space for any purpose other than asking a question related to a confirmed booking of such owner’s Spaces or replying to such question;

- recruit or otherwise solicit any owner or other Member to join third party services or websites that are competitive to Spacebase, without Spacebase's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site or Content;
- use the Site, our services or Content to find the owner of a Space and then complete a booking of a Space independent of the Site, in order to circumvent the obligation to pay any Booking Fees to Spacebase or for any other reasons;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site or Content, or any individual element within the Site or Content, Spacebase's name, any Spacebase trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, without Spacebase's express written consent;
- access, tamper with, or use non-public areas of the Site, Spacebase's computer systems, or the technical delivery systems of Spacebase's providers;
- attempt to probe, scan, or test the vulnerability of any Spacebase system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Spacebase or any of Spacebase's providers or any other third party (including another user) to protect the Site or Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Spacebase has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

## 10. Ownership

You acknowledge and agree that the Site and Content, including all associated intellectual property rights, are the exclusive property of Spacebase and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site or Content, or attempt to contest ownership thereof.

## 11. Content License

Subject to your compliance with the terms and conditions of these Terms, Spacebase grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Content solely for your personal and non-commercial purposes and (ii) access and view any Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Spacebase or its licensors, except for the licenses and rights expressly granted in these Terms.

## 12. Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, you grant to Spacebase a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit

such Member Content on, though, by means of or to promote or market the Site. Spacebase does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site or you have all rights, licenses, authorities, consents and releases that are necessary to grant to Spacebase the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Spacebase's use of the Member Content (or any portion thereof) on, through or by means of the Site and our services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

### **13. Links**

The Site may contain links to third party websites or resources. You acknowledge and agree that Spacebase is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Spacebase of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the Spacebase platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located [here](http://www.google.com/intl/en_us/help/terms_maps.html) ([http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)).

### **14. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site or our services ("Feedback"). You may submit Feedback by emailing us at [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:info@spacebase.com>), or through the "Contact" section of the Site [here](/en/contact/) (</en/contact/>). You acknowledge and agree that all Feedback will be the sole and exclusive property of Spacebase and you hereby irrevocably assign to Spacebase and agree to irrevocably assign to Spacebase all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Spacebase's request and expense, you will execute documents and take such further acts as Spacebase may reasonably request to assist Spacebase to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

### **15. Copyright Policy**

Spacebase respects copyright law and expects its users to do the same. It is Spacebase's policy to terminate in appropriate circumstances the Spacebase Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Spacebase's Copyright Policy [here](/en/policies/copyright/) (</en/policies/copyright/>) for further information.

### **16. Data Collection and Data Privacy**

Spacebase collects and stores the data necessary for the transaction of the customer requests. When processing the personal data of customers or space owners Spacebase observes the legal provisions. Further information can be found in our separate privacy policy.

### **17. Suspension, Termination and Spacebase Account Cancellation**

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Spacebase Account or access thereto. In respect of the aforementioned, causes for limitation, suspension, deactivation or cancelation may include the creation of more than one (1) Spacebase Account by a Member or a Member providing information during the registration process or thereafter which proves to be inaccurate, fraudulent, outdated or incomplete. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Spacebase Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, services, your Spacebase Account, your Member Content, or receive assistance from Spacebase Customer Service, (b) we will not accept any offers or reservations, and (c) we may cancel bookings.

You may cancel your Spacebase Account at any time via the “Cancel Account” feature or by sending an email to [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:terms@spacebase.com>). Please note that if your Spacebase Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, including, but not limited to, any reviews or Feedback.

## 18. Limitation of Liability

Spacebase’s liability is limited as follows: Spacebase shall only be liable for damages if the cause of damage is based on gross negligence or intentional breach of obligations by Spacebase or by one of Spacebase’s legal representatives or agents.

In addition, Spacebase shall be liable for the negligent breach of fundamental obligations whose breach endangers the fulfilment of the purpose of the Agreement or for the breach of obligations whose fulfilment enables the proper execution of the Agreement in the first place and on the fulfilment of which the customer regularly relies. Spacebase shall not assume liability for the slightly negligent breach of obligations other than the ones stated in the preceding sentences. The aforementioned limitation of liability shall not apply in the case of injury to life, body or health, for a defect after assumption of a guarantee for the quality of the product, and for the fraudulent concealment of deficiencies. The liability under the Product Liability Act shall remain unaffected.

## 19. Indemnification

You agree to release, defend, indemnify, and hold Spacebase harmless from and against any claims, liabilities, damages, losses, and expenses, arising out of or in any way connected with:

- a) your Member Content and/or
- b) your non-compliance with the terms of the Agreement concluded with Spacebase (in particular claims of owners).

## 20. Individual Agreements

Individual agreements shall prevail over these Terms. The content of such individual agreements shall in each case be confirmed by both Spacebase and you in writing (it being understood that e-mail shall suffice).

## 21. Controlling Law and Jurisdiction

The use of the Site and contesting of the validity, enforceability and termination of any Agreement are subject to German law and the jurisdiction of the courts of Berlin.

## 22. Contacting Spacebase

If you have any questions about these Terms, please contact Spacebase at [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:terms@spacebase.com>).

# TERMS FOR OWNERS

THE SITE AND SERVICES ARE INTENDED SOLELY FOR PERSONS WHO ARE 18 YEARS OF AGE OR OLDER AND ONLY FOR MERCHANTS. ANY USE OF THE SITE OR SERVICES BY ANYONE UNDER THE AGE OF 18 AND WHO IS NOT A MERCHANT IS EXPRESSLY PROHIBITED. UPON CREATING AN ACCOUNT OR SUBMITTING A BOOKING YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND THAT YOU ARE A MERCHANT. PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS. SERVICES IN TERMS HEREOF ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS STATED HEREIN.

Valid until: 3 Nov 2019

Last Updated: 25 May 2019

## Impressum

### Operator of the website:

Spacebase GmbH

Skalitzer Straße 33

10999 Berlin

Company registration Nr.: AG Charlottenburg HRB 165761 B

VAT-Nr.: DE300019992

Managing Director: Julian Jost  
Phone: +4930 – 220125 50  
Mail: [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:terms@spacebase.com>)

## Terms of service for Owner

www.spacebase.com is a registered web domain of Spacebase GmbH, a company whose details are set out above. Spacebase GmbH operates and owns the Spacebase brand (registered in the "Deutsches Patent- und Markenamt" under DE 30 2015 222 420) and shall hereinafter be referred to as "Spacebase", "we", "us", or "our".

For bookings where the space is located in the United States of America, the contractual party for booker and space is Spacebase US, Inc., registered in the State of Delaware (Employer Registration Number: 38-4096802). In these cases, "Spacebase", "we", "us", or "our" refers to Spacebase US, Inc.

Operator of the website remains in any case Spacebase GmbH.

Spacebase provides an online platform that offers temporary bookings which are accessible at [www.spacebase.com](http://www.spacebase.com) (/en/) (the "Site").

You agree to comply with and be legally bound by the terms and conditions of these terms ("Terms"), whether or not you become a registered Member. Spacebase reserves all rights in respect of access to and use of the Site and all Content. Please also read our Privacy Policy carefully [here](http://www.spacebase.com/en/policies/privacy/) (/en/policies/privacy/).

## 1. Key terms

- "Agreement" means the booking agreement between Spacebase as Booker and you as an owner, as determined by Spacebase's booking and a confirmation by Spacebase pursuant to clause 4.
- "Content" means all text, graphics, images, music, software, audio, video, information or other materials that Spacebase makes available through the Site, including Member Content.
- "Booking Fees" means the amounts that are due and payable by a Booker to Spacebase in exchange for the Bookers booking of a Space, as determined by agreement between Spacebase and the respective Booker.
- "Booking Date" means the date of a booking agreed or to be agreed between Spacebase for a specific Space in accordance with section 4 of these Terms.
- "Payable Fees" means the amounts that are due and payable by Spacebase in exchange for Spacebase's booking of a Space, including all ancillary costs and taxes, if applicable.
- "Listing" means a Space that is listed by you as available for booking via the Site.
- "Member" means a person who completes Spacebase's account registration process as described under "Account Registration" below.
- "Member Content" means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site or services.
- "Booker" means any person or entity who books or attempts to book a Space you produced a Listing for from Spacebase through Spacebase.
- "Space" means any room, workshop, kitchen, house, apartment, suite, hall, center, building or other property and/or its facilities and immediate surroundings offered for booking by you via the Site.
- "Services" means any service offered directly by you or Spacebase via a third-party supplier related to an agreement and offered for booking by Spacebase to the Booker via the Site.

## 2. Account Registration and Access

If you wish to create a Listing, you must first register to create an account ("Spacebase Account") and become a Member. Your personal profile will be created based upon the information you provide. You may not have more than one (1) Spacebase Account. You agree to provide accurate, current and complete information during the registration process and to update such information. Access to your profile is password protected and you are responsible for safeguarding your password. Spacebase shall not be liable for any claims, liabilities, damages, losses, and expenses, including, without limitation, legal and accounting fees on whatsoever scale, arising out of or in any way connected with any activities or actions under your Spacebase Account, whether or not you have authorized such activities or actions. You will immediately notify Spacebase of any unauthorized use of your Spacebase Account.

## 3. Space Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Space to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Space and pricing and related rules and financial terms. In order to be featured in Listings via the Site, all Spaces must have valid physical addresses. Listings will be made publicly available via the Site. Users will be able to book your Space via the Site from

Spacebase based upon the information provided in your Listing. You understand and agree that once a Spacebase Booker requests a booking of your Space via Spacebase, you may not request Spacebase to pay a higher Payable Fee than mentioned in the Listing.

You acknowledge and agree that you are responsible for management, maintenance and updating of any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and Spacebase's use of a Space in a Listing you post (i) will not breach any agreements you have entered into with any third parties, and (ii) will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Space included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties.

Spacebase reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Spacebase, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Spacebase's then-current Policies and Community Guidelines (at /de/policies/), or otherwise harmful to the Site or services, but shall not be liable for any consequences due to its failure to remove such access.

Spacebase reserves the right, at any time and without prior notice, to edit any content of any Listing solely for optimization of online marketing.

Spacebase may offer you the option of having photographers take photographs of your Spaces. If you choose to have a photographer do this, the photographs taken will be made available to you to include in your Listing with a watermark or tag bearing the words "Spacebase Verified Photo" or similar wording ("Verified Images"). All images, materials and content created by these photographers provided by Spacebase, including Verified Images, constitute Content, regardless of whether you include them in your Listing.

#### 4. Bookings

Independent of the booking process you choose, all bookings that you accept from Bookers via Spacebase will be directly between you and Spacebase. Spacebase will be the contracting party in your agreement and the merchant of record for your invoice. Spacebase will enter into a separate agreement with the Booker.

Spacebase offers different processes to facilitate bookings for you:

- When registering a Space in a Listing, you may opt to be available for "**Instant Booking**" by providing Payable Fees in the Listing. In such case, the Payable Fees you provide to Spacebase in the Listing become a binding offer for the Space in question. We may accept such offer by notifying you (e.g. via e-mail) that we accept the offer for a specified Booking Date in which case the Agreement is concluded.
- If you provide Payable Fees in the Listing you also automatically opt to be available for "**Reservations**". Spacebase may send a reservation to you in which case you agree to reserve the space for a period of 3 days exclusively for Spacebase. The Payable fees that you define in the Listing remain a binding offer. A reservation only turns into a concluded agreement once Spacebase accepts such offer by explicitly notifying you (e.g. via e-mail) that we accept the offer for a specified Booking Date.
- **Alternatively**, if you do not provide a payable fee in the Listing you opt to be available for "**Request to Book**" only, in which case Spacebase may ask you to provide an offer for a specified Booking Date. You agree to respond to booking requests within 3 working days (Monday-Friday), otherwise the booking request will be automatically cancelled. Once you provide an offer you commit to reserve your space on the requested Booking Date exclusively for Spacebase for seven working days (Monday-Friday). We may accept such offer by notifying you (e.g. via e-mail) that we accept the offer for a specified Booking Date in which case the Agreement is concluded.

Spacebase may at its sole discretion ask you to confirm the availability of your space before sending a confirmation. If Spacebase requests availability from you before sending an instant booking or reservation you may withdraw from the agreement by rejecting availability via the Site. If you feel that you cannot fulfill the agreement, you have to inform us without undue delay.

You may only withdraw from any offer by amending your registration of the Space, as long as the offer is not accepted.

If Spacebase confirms a booking, we will summarize the material terms of the booking (including the applicable cancellation policy) in an email to you. Such confirmation shall constitute a commercial letter of acknowledgement. If you feel that it does not fully reflect what has been agreed, you have to inform us without undue delay.

#### 5. Financial Terms

Payable Fees include all utilities (electricity, heating and water) as submitted by you in the course of the registration process.

Payable Fees may include any services that you made available in the registration of the Listing and that Spacebase requested and confirmed to book as part of the agreement.

Spacebase pays Payable Fees as concluded with you in the agreement directly to you following the respective Event Date (unless agreed otherwise 30 days net after the event date) and once the Booker made payment of the Booking Fees to Spacebase.

To receive payment you need to submit a legally-correct invoice for the agreement to Spacebase's billing address [bills@spacebase.com](mailto:bills@spacebase.com) (<mailto:bills@spacebase.com>) ([USbills@spacebase.com](mailto:USbills@spacebase.com) (<mailto:USbills@spacebase.com>)) for Spacebase US, Inc.) with the required information stated in the mail that we sent to you when accepting the offer.

## 6. Cancellations by you

If you confirm a booking request by Spacebase, you have concluded a binding Agreement. You may not withdraw from such Agreement.

Spacebase may cancel a confirmed booking at the conditions of the individual Agreement.

## 7. Terms of Booking

Spacebase is entitled to subcontract the Spaces booked from you to Bookers of its choice.

You will reply to our questions and questions of Bookers related to the booking of your Space during normal business hours. On the Booking Date, you will make available Spaces to the Booker at such terms as per our individual Agreement, grant to them access to the Space (by handing over keys or otherwise), introduce them to specifics of the Space and be available for questions at least two hours from handing over.

You will ensure the Space fully complies with the Listing (in particular with any photos displayed in the Listing) on the Booking Date and that the Space is clean and tidy (not less than shown in the picture) when handed over to the Booker.

Spacebase is only requested to return the Space fully cleaned if the Listing says so.

## 8. Spacebase User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site and Content. In connection with your use of the Site and Content, you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site or Content;
- use the Site or Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, services or Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements;
- "stalk" or harass any other user of our Site, our services or Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as Member;
- register for more than one Spacebase Account or register for a Spacebase Account on behalf of an individual other than yourself;
- unless Spacebase explicitly permits otherwise, request or book a booking of any Space if you will not actually be using the Space yourself;
- contact owners of any Space for any purpose other than asking a question related to a confirmed booking of such owner's Spaces or replying to such question;
- recruit or otherwise solicit any owner or other Member to join third party services or websites that are competitive to Spacebase, without Spacebase's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site or Content;
- use the Site, our services or Content to find the owner of a Space and then complete a booking of a Space independent of the Site, in order to circumvent the obligation to pay any Booking Fees to Spacebase or for any other reasons;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or

privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- systematically retrieve data or other content from our Site to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site or Content, or any individual element within the Site or Content, Spacebase's name, any Spacebase trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, without Spacebase's express written consent;
- access, tamper with, or use non-public areas of the Site, Spacebase's computer systems, or the technical delivery systems of Spacebase's providers;
- attempt to probe, scan, or test the vulnerability of any Spacebase system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Spacebase or any of Spacebase's providers or any other third party (including another user) to protect the Site or Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Spacebase has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

## 9. Ownership

You acknowledge and agree that the Site and Content, including all associated intellectual property rights, are the exclusive property of Spacebase and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site or Content, or attempt to contest ownership thereof.

## 10. Content License

Subject to your compliance with the terms and conditions of these Terms, Spacebase grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Content solely for your personal and non-commercial purposes and (ii) access and view any Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Spacebase or its licensors, except for the licenses and rights expressly granted in these Terms.

## 11. Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, you grant to Spacebase a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, though, by means of or to promote or market the Site. Spacebase does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site or you have all rights, licenses, authorities, consents and releases that are necessary to grant to Spacebase the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Spacebase's use of the Member Content (or any portion thereof) on, through or by means of the Site and our services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## 12. Links

The Site may contain links to third party websites or resources. You acknowledge and agree that Spacebase is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Spacebase of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the Spacebase platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located [here](http://www.google.com/intl/en_us/help/terms_maps.html) ([http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)).

## 13. Copyright Policy

Spacebase respects copyright law and expects its users to do the same. It is Spacebase's policy to terminate in appropriate circumstances the Spacebase Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Spacebase's Copyright Policy [here](/en/policies/copyright/) (</en/policies/copyright/>) for further information.

## 14. Suspension, Termination and Spacebase Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Spacebase Account or access thereto. In respect of the aforementioned, causes for limitation, suspension, deactivation or cancellation may include the creation of more than one (1) Spacebase Account by a Member or a Member providing information during the registration process or thereafter which proves to be inaccurate, fraudulent, outdated or incomplete. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Spacebase Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, services, your Spacebase Account, your Member Content, or receive assistance from Spacebase Customer Service, (b) we will not accept any offers or reservations, and (c) we may cancel bookings.

You may cancel your Spacebase Account at any time via the "Cancel Account" feature or by sending an email to [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:terms@spacebase.com>). Please note that if your Spacebase Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, including, but not limited to, any reviews or Feedback.

## 15. Limitation of Liability

Spacebase's liability is limited as follows: If a Space is damaged by a Booker or a Booker's employees, agents or guests, Spacebase is liable to the extent it is indemnified by the Booker or the Booker's insurance. As for the rest, Spacebase shall only be liable

- a) for damages if the cause of damage is based on gross negligence or intentional breach of obligations by Spacebase or by one of Spacebase's legal representatives or agents or
- b) for the negligent breach of fundamental obligations whose breach endangers the fulfilment of the purpose of the Agreement or for the breach of obligations whose fulfilment enables the proper execution of the Agreement in the first place and on the fulfilment of which the customer regularly relies.

Spacebase shall not assume liability for the slightly negligent breach of obligations other than the ones stated in the preceding sentences.

The aforementioned limitation of liability shall not apply in the case of injury to life, body or health, for a defect after assumption of a guarantee for the quality of the product, and for the fraudulent concealment of deficiencies. The liability under the Product Liability Act shall remain unaffected.

## 16. Data Collection and Data Privacy

Spacebase collects and stores the data necessary for the transaction of the customer requests.

When processing the personal data of customers or space owners Spacebase observes the legal provisions. Further information can be found in our separate privacy policy.

You agree to equally treat all personal data of bookers or Spacebase staff confidential and to use it solely for fulfilling contractual obligations. You agree to deleting or anonymizing of all personal data as soon as applicable legal requirements allow.

You agree to comply with the EU standard contractual clauses in Annex I to the terms and conditions.

## 17. Indemnification

You agree to release, defend, indemnify, and hold Spacebase harmless from and against any claims, liabilities, damages, losses, and expenses, arising out of or in any way connected with:

- a) your Member Content and/or
- b) non-compliance or alleged non-compliance of Spaces and Listings (in particular claims of bookers) and/or
- c) our non-compliance with the terms of the Agreement (in particular claims of bookers).

## **18. Individual Agreements**

Individual agreements shall prevail over these Terms. The content of such individual agreements shall in each case be confirmed by both Spacebase and you in writing (it being understood that e-mail shall suffice).

## **19. Controlling Law and Jurisdiction**

The use of the Site and contesting of the validity, enforceability and termination of any Agreement are subject to German law and the jurisdiction of the courts of Berlin.

## **20. Contacting Spacebase**

If you have any questions about these Terms, please contact Spacebase at [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:terms@spacebase.com>).