

MEMBERSHIP TERMS AND CONDITIONS

These Membership Terms and Conditions (hereinafter referred to as the "**Conditions**") form an integral part of the Agreement on Provision of Premises and Services concluded between TC Management s.r.o., Identification Number: 106 79 031, with its registered office at Jankovcova 1037/49, Holešovice, 170 00 Prague 7, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 346458 (hereinafter referred to as the "**Provider**"), and the Member. The Conditions have the nature of general terms and conditions within the meaning of Section 1751 and following of Act No. 89/2012 Coll., the Civil Code.

1. DEFINITIONS

„ Building “	the building D/E, i.e. the building no. 1040, which is a part of the land plot no. 1206/77, in the Cadastral area of Vysočany, at the address Hindlova 1040/7, 190 00 Prague 9
„ Premises “	premises on the 1 st floor of the Building, which the Members can use to the extent specified below, including Shared Premises, individual Workspaces, Meeting Rooms, etc.
„ Shared Premises “	a part of the Premises that can be non-exclusively used by all Members, where the printer, copier, kitchenette, etc., are located
„ Workspace “	a designated part of the Premises used by one person for work, containing a work desk and a chair
„ Member “	a legal entity or individual who enters into a contractual relationship with the Provider based on the Agreement on Provision of Premises and Services and is entitled to utilize the Services and specific parts of the Premises within the agreed scope
„ Agreement “	an agreement between the Provider and the Member, referred to as the "Agreement on Provision of Premises and Services". It includes the identification of the Member, duration of membership, and other details
„ Guest “	an individual who is not a Member, such as a client or visitor, present in the Premises with the consent of a Member
„ Reservation System “	Provider's reservation system, in a form determined solely by the Provider (e.g., a mobile application), through which Members can reserve selected Premises and Services
„ Meeting Room “	a designated part of the Premises used for meetings with Guests, which Members are entitled to use based on a reservation made through the Reservation System
„ Membership Term “	duration for which the Agreement on Provision of Premises and Services is concluded. The minimum membership term is three consecutive months
„ Membership Fee “	a fee for using the Premises and Services, further specified in Article 6.2 of Conditions

„Business Hours”	hours between 8:00 AM and 8:00 PM, Monday to Friday, excluding holidays
„Operational Rules“	a set of rules for the use and operation of the Building, which the Provider is entitled to supplement or amend from time to time in accordance with these Conditions
„Services“	services provided by the Provider to Members within the scope of their specific membership. This may include internet access, use of the copier, printer, coffee machine, etc.
„Security Deposit“	an amount equal to one and a half times (1.5x) the Membership Fee, intended to secure the fulfilment of the Member's obligations under the Agreement and these Conditions

2. MEMBERSHIP

2.1 Membership entitles Members to:

- a) unlimited access to the Premises during Business Hours
- b) use the Meeting Room for up to three (3) hours per week
- c) free Wi-Fi internet access
- d) free use of the printer (maximum 5 pages per week)
- e) free coffee and water

3. MEMBER RIGHTS AND OBLIGATIONS

- 3.1. Members are entitled to use the Premises as specified in the Agreement, and the Provider is obligated to provide the agreed-upon Services to the Member.
- 3.2. Members can exercise their rights from the first day of the Membership Term throughout its duration.
- 3.3. After concluding the Agreement and fulfilling the obligations under Article 5.1 of these Conditions, the Member will be registered in the Provider's reservation system. The Member will receive login credentials.
- 3.4. Once the conditions from the previous section are met, the Member will be issued a chip that allows access to the Premises. The chips, keys, and other similar items used to gain physical access to the Premises remain the property of the Provider.
- 3.5. The Member is obliged and commits to comply with the Operational Rules in their updated version.

4. SERVICES

- 4.1. In accordance with the Agreement, and upon meeting any additional conditions, the Provider offers the following Services to Members:
 - a) regular cleaning and maintenance of the Premises,
 - b) Member access to the reservation system,

- c) use of information services (notifications and operational messages),
 - d) access to and use of the internet connection,
 - e) heating and air conditioning of the Premises during Business Hours,
 - f) beverage service (water, coffee) in Shared Premises,
 - g) use of office equipment (copiers, printers, scanners) within the specified extent,
 - h) use of the Meeting Room
- 4.2. Members are not entitled to leave any personal belongings in the Premises outside the time they are presented there. Should they do so, the Provider is entitled to clear and store and/or dispose of them at the Member's expense, at its sole discretion.
- 4.3. The Provider may adjust or reduce the scope of the provided Services at any time.
- 4.4. If the Provider is unable to provide the agreed or reserved Services or Premises due to an objective reason, the Provider will not be liable for any harm that the Member may suffer as a result. This does not constitute a material breach of the Agreement within the meaning of Section 2002(1) of the Civil Code.

5. RESERVATION SYSTEM

- 5.1 Members may reserve specific parts of the Premises for their exclusive use, such as a specific Workspace, desk, or Meeting Room, through the Reservation System.
- 5.2 Reservations must be made through the Reservation System at least 2 hours in advance. A reservation is valid only after it has been confirmed by the Provider.

6. PAYMENTS

- 6.1 No later than 3 days after signing the Agreement, the Member is required to **pay the Membership Fee for the first 3 months and the Security Deposit** (deposit in total = **resident X CZK, non-resident X CZK**).
- 6.2 **The Membership Fee is payable quarterly in advance and amounts to:**
- a) **CZK X** (including VAT) **per 3 months** for Members who, based on an agreement with the Provider, use premises in the AFI Home Kolbenova 1 and/or AFI Home Kolbenova 2 projects, for the duration of such use (**resident**).
 - b) **CZK X** (including VAT) **per 3 months** for all other Members (**non-resident**).
- 6.3 The Membership Fee is due on the fifteenth day of the calendar month preceding the calendar month for which the Membership Fee is paid and is considered timely paid if it is credited to the Provider's account specified in the Agreement no later than that day.
- 6.4 The Provider is entitled to change the amount of the Membership Fee at any time by giving notice sent to the Member's email address specified in the Agreement, with effect no earlier than 3 months from the delivery of the notice. If the Member disagrees with the increase of the Membership Fee, it is entitled to terminate the Agreement with one month's notice, provided that the termination notice is delivered to the Provider no later than 1 month before the change of the Membership Fee takes effect.

- 6.5 The Provider will issue an invoice to the Member for each payment received and send it to the Member by email either in advance or within seven (7) days of receiving the payment. The Member agrees to receive invoices (tax documents) in electronic form.
- 6.6 If any payment under the Agreement and these Conditions is not paid within three (3) days after the due date, the Member is obliged to pay a contractual penalty for late payment in the amount of CZK 1,500 for each commenced month of delay.
- 6.7 In the event of a delay in payment by the Member under the Agreement and these Conditions, the Provider will send a reminder to the Member, requesting the payment of the outstanding amounts and providing a reasonable period for payment. If the payments are not made within this period, the Provider is entitled to suspend the provision of Services or terminate the Agreement without notice.

7. SECURITY DEPOSIT

- 7.1 If the Member fails to make any payment under the Agreement, the Provider is entitled to use the corresponding part of the Security Deposit to cover such debt. The Member is obliged to replenish the Security Deposit to its original amount no later than 7 days from the day the Provider requests it.
- 7.2 If the Security Deposit is completely depleted, the Provider is entitled to deny the Member access to the Premises, suspend the provision of Services, or unilaterally terminate the Agreement without notice.
- 7.3 Upon termination of the Agreement and settlement of all obligations of the Member to the Provider, the Provider will return the Security Deposit or its remaining part to the Member within 30 days.
- 7.4 The Security Deposit will not bear interest.

8. PERSONAL DATA PROTECTION

- 8.1 In connection with the conclusion and performance of the Agreement, personal data of the Member (a natural person) and his/her possible representatives are processed. The terms of processing these individuals' data are governed by the "Privacy Policy," which is available on the Provider's Website and forms an integral part of these Conditions (hereinafter referred to as the "**Privacy Policy**").

9. TERMINATION OF THE AGREEMENT

- 9.1 Unless otherwise agreed, the Agreement shall terminate upon the expiration of the Membership Term or based on a termination notice given by either party in accordance with these Conditions.
- 9.2 The notice period (unless it is a termination without a notice period) shall begin on the date of delivery of the notice and shall end on the last working day of the calendar month following the month in which the notice was delivered to the other party.
- 9.3 The Provider is entitled to terminate the Agreement without notice in the following cases:
- a) The Member breaches any obligation under the Agreement or these Conditions, or fails to comply with any other measure or instruction of the Provider and/or provisions of the Operating Rules;
 - b) The Provider's rights to the Premises cease to exist;

- c) The Member fails to pay its debts under the Agreement to the Provider even after an additional notice.

In these cases, the termination shall be effective upon its delivery to the Member.

10. FINAL PROVISIONS

- 10.1. The Agreement becomes effective upon its signing by both contracting parties, provided that the Provider is not obliged to provide Services or allow access to the Premises until the payment for the Membership Fee for the first monthly period and the Security Deposit is credited to its account.
- 10.2. If any provision of these Conditions contains a different regulation from the provisions of the Agreement, the provisions of the Agreement shall prevail.
- 10.3. The provisions of the Agreement and these Conditions are governed by the legal system of the Czech Republic, particularly the Civil Code.
- 10.4. The general provisions of the Civil Code on leases and the special provisions on leases of premises for business purposes, which are not mandatory, do not apply to the Agreement and these Conditions, and their application is hereby excluded for the purposes of the Agreement and these Conditions. The provision of § 2315 of the Civil Code on compensation for the acquisition of a customer base is expressly excluded.
- 10.5. The Provider is entitled to change these Conditions and/or the Operating Rules at any time by notification delivered to the Member's email address provided in the Agreement, with effect always no earlier than 3 months from the delivery of the relevant notification. If the Member disagrees with the change to the Conditions and/or the Operating Rules, it is entitled to terminate the Agreement with one month's notice, provided that the termination must be delivered to the Provider no later than 1 month before the effective date of the respective change to the Conditions and/or the Operating Rules.
- 10.6. If any provisions of the Agreement or these Conditions are invalid or ineffective or become invalid or ineffective, the validity or effectiveness of the Agreement or these Conditions as a whole shall not be affected.
- 10.7. The Member is not entitled to transfer any of its rights or claims under the Agreement to a third party without the prior written consent of the Provider. The Provider, on the other hand, may freely transfer any of its rights under the Agreement.
- 10.8. In the event of a change in the Member's contact details, the Member is obliged to inform the Provider immediately.
- 10.9. These Conditions form an integral part of the Agreement, and the effectiveness of their provisions terminates with the effectiveness of the Agreement, unless otherwise stipulated in a specific case.