



GENERAL TERMS AND CONDITIONS (GTC) OF INDEPENDESK GMBH

These general terms and conditions ("GTC") regulate the use of the German website (independesk.com), services, local and mobile applications ("Apps") and utilizations (together "independesk-platform") of independesk GmbH ("independesk" or "we", "us", "our") as well as their integration into websites, applications and services ("independesk-services"). Certain functionalities and additional options may not be available with all independesk services or require the registration of an independesk-account.

The collection and use of your personal data in connection with the use of the independesk-platform is explained in our [privacy policy](#).

1. SERVICE DESCRIPTION

- 1.1 Through the independesk-platform, independesk provides a marketplace where registered "Users", i.e. natural and legal persons as well as partnerships, can offer services (in this capacity "Providers") and publish ("Advertisements"). Furthermore, registered Users can book and use the services offered and carry out transactions in this regard via the independesk-platform (in this capacity "End-User").
- 1.2 The Advertisements may contain offers for work opportunities, workplaces (desks) and/or rooms ("Workspace") for work as well as other related services and may be used by the End-Users.
- 1.3 independesk itself does not offer Advertisements. As operator of the platform independesk is not a Provider of Advertisements and does not create, control or manage them. The Provider of the Advertisements is always the respective User who has placed the respective offer on the independesk-platform.
- 1.4 The independesk-platform may contain links to third-party websites and resources ("Third Party Services"). Such Third Party Services may be subject to different terms of use and privacy policies. independesk is not responsible for the availability or accuracy of such Third Party Services, nor for content, products or services offered through such Third Party Services. Links to such Third Party Services do not constitute a recommendation of these Third Party Services by independesk.
- 1.5 If a End-User uses the independesk-services of a country other than the one with which the End-User has registered, the general terms and conditions as well as the principles and guidelines of the independesk-service of the other country apply to these Advertisements, which the End-User can view there before booking.
- 1.6 If you access or download the App from the Apple App Store, you agree to Apple's licensed end user license agreement. If you access the independesk-platform from the Google Play Store or download the App from there, you agree to Google's licensed end user license agreement. Some areas of the platform use the HERE map service. Your use of the HERE Map Service is subject to the HERE Additional Terms of Use, which can be found [here](#).

2. REGISTRATION AND INDEPENDESK ACCOUNT

- 2.1 For the use of, placement of and access to the Advertisements on the independesk-platform, the prior creation of a user account is required. In order to use the services of independesk and the Advertisements of the Providers, it is necessary that you submit complete and truthful information to independesk. By submitting your registration, you submit an offer to independesk to conclude a user contract for the independesk-platform.
- 2.2 During the registration process, you can correct your entries at any time by selecting the "Back" button in your browser or App and then making the appropriate change. You can cancel the registration at any time by closing your web browser or App.
- 2.3 independesk reserves the right to reject the offer to conclude a user contract with the User.



2.4 By registering, you confirm that you are at least 18 years old, have full legal capacity and are authorized to perform legally binding actions. If you are registering for a company, partnership or legal entity, you warrant that you are authorized to legally represent and bind such organization.

2.5 You are responsible for maintaining the confidentiality and security of your registration information and may not disclose it to any third party. You must notify independesk immediately if you have knowledge or reason to believe that your registration information has been lost, stolen, misused or otherwise compromised, or if your account has been or suspected of being accessed by unauthorized persons. You are responsible for all activities conducted through your user account, unless such activities were not authorized by you or otherwise negligently caused by you.

3. USE OF THE INDEPENDESK-PLATFORM, PROHIBITED CONTENT

3.1 It is forbidden to post, upload or otherwise publish on the independesk-platform Advertisements and content that violate legal regulations, these GTC or the rights of third parties. It is your responsibility to ensure that your Advertisements and contents (especially pictures and other information) are lawful and do not violate any rights of third parties.

3.2 Use of certain areas or features of the independesk-platform may be subject to separate policies, standards or rules, or may require you to accept additional terms of use before you can access the relevant areas or features. If there is a conflict between these GTC and the terms for a particular area or feature, the latter shall prevail with respect to your use of that area or feature, unless otherwise specified.

3.3 We point out that independesk does not verify the identity of the Users of the independesk-platform or otherwise verify the Users. Identification of Users of the independesk-platform on the internet is only possible to a limited extent. independesk does not guarantee the identity of a User. independesk reserves the right to demand proof of identity from Users. For this purpose, independesk is entitled to request official identification documents or other information from the User and to take further measures to verify the identity of a User.

3.4 For technical reasons, it is possible that Advertisements are not displayed to Users immediately after placement. independesk reserves the right to verify Advertisements before publication.

3.5 It is prohibited for Providers to charge other fees or costs from the End-Users in addition to the Booking Fee.

4. OFFER AND CONCLUSION OF CONTRACT

4.1 With the independesk-platform, independesk provides Users with a marketplace for initiating and concluding contracts. The contract for the use of a Workspace is exclusively between the Provider and the End-User. independesk does not become a party to this contract and has no influence on the content of the contract.

4.2 If a Provider places an Advertisement on the independesk-platform, this is considered a binding offer to conclude a contract for the offered Workspace. However, the offer is subject to the actual availability of the Workspace at the time requested by the End-User.

4.3 The prices displayed for a Workspace are gross prices per full hour ("**Booking Fee**"), i.e. including VAT.

4.4 The deletion of an Advertisement by a Provider is only possible up to 48 hours before the beginning of a confirmed booking. If an Advertisement is removed at least 48 hours before the start of the booking period, no valid contract between the Provider and the End-User regarding the use of the Workspace is concluded.

4.5 The minimum booking duration is two (2) full hours ("**Minimum Duration**"). Beyond that, the use of the Workspace can be extended quarter-hourly.



4.6 A premature termination of an already started use of a Workspace is currently not possible. If an End-User terminates an already started use of a Workspace before the end of the booking period, the End-User still has to pay the amount for the entire booking period to the Provider.

5. SPECIAL CONDITIONS FOR SUPPLIERS

5.1 independesk may enable Providers to create, upload, publish, send, receive and store content such as text, photos, audio or video files and other materials or information ("**Content**") on or through the independesk-platform and to access and view such Content.

5.2 When you create an Advertisement via the independesk-platform, you must (i) provide complete and accurate information about your offer and services, (ii) disclose any shortcomings, limitations and requirements to be met and (iii) provide any other relevant information requested by independesk. You are responsible for keeping all information in your Advertisement (including availability) up to date.

5.3 By uploading, publishing or otherwise making Content available on or through the independesk-platform, you grant independesk a non-exclusive, worldwide, royalty-free, sublicensable and transferable license to such Content for the duration of the protection of the rights so licensed for access, use, storage, copying, modification, creation of derivative works, distribution, publication, transmission, streaming, sending and any other use of these Contents in order to provide and/or promote the independesk-platform in all independesk-services, especially on the internet and social networks. If Contents are personal data, they will only be used for advertising purposes to the extent permitted by data protection law; our [privacy policy](#) applies to our processing of such Contents.

5.4 You are solely responsible for all Content you provide on or through the independesk-platform. Accordingly, you must ensure that (i) you are either the sole and exclusive owner of all Content that you provide on or through the independesk-platform or that you have all rights, licenses, permissions and releases necessary to grant independesk the rights to such Content to the aforementioned extent, and (ii) neither the Content, nor their posting, uploading, publication, submission, transmission or use of the Content (or any part thereof) by independesk, infringes, defames or violates the rights of any third party or their privacy or data protection rights or results in a violation of any applicable laws or regulations.

5.5 The placement of an Advertisement or availability of the service constitutes a binding offer. Through the booking (accepting) by an End-User, you conclude a legally binding contract with the End-User and must provide the services offered as described in your Advertisement at the time of booking.

5.6 The Provider commissions and authorizes independesk to invoice the Workspace and times booked with the Provider. The invoicing to the End-User will take place immediately after the end of the use of the Workspace. The invoicing is done in the name of the Provider. independesk commits itself to provide the Provider with the invoices created for the End-User.

5.7 A statement for the use of the Workspace made available by the Provider and booked by End-Users shall be issued to the Provider on a monthly basis at the end of each billing month.

5.8 As the Provider, you are responsible for ensuring that the rental of the Workspace you offer is legally permissible.

5.9 As a Provider, you are solely and independently responsible for determining whether and to what extent you are obligated to declare, collect and pay sales taxes, income taxes and other taxes and duties (collectively "**Taxes**").

6. SPECIAL CONDITIONS FOR END-USERS

6.1 Subject to meeting all requirements set by independesk and/or the Provider, you can book an ad available on the independesk-platform by completing the respective booking process. By pressing the "Book Now" button, a binding contract is concluded between you and the Provider.



- 6.2 All costs will be displayed before booking the Advertisement. You agree to pay the costs for each booking made by you in connection with your End-User account.
- 6.3 A confirmed booking represents a limited right, which entitles the End-User to enter and use the Workspace offered by the Provider for the contractually agreed duration.
- 6.4 You agree to stop using the Workspace at the time contractually agreed with the Provider and to leave the Provider's Workspace. In any case you have to cease the use of a respective Workspace at the latest at the checkout time stated in the Advertisement and to leave the Workspace. If you remain in the Workspace beyond the agreed time without the consent of the Provider, you have no right to remain in the Workspace. In this case the Provider is entitled to expel you in accordance with the applicable law of the Workspace.

7. DAMAGES TO WORKSPACE

- 7.1 By placing an Advertisement, the Provider declares and guarantees that the Workspace is fully functional, that there is no damage to the Workspace itself and its equipment, unless otherwise stated in the description of the Advertisement.
- 7.2 As an End-User, you are responsible for leaving the Workspace (including all personal and other items in or on the Workspace) in the condition in which you found them. You are responsible for your own acts and omissions and for the acts and omissions of those persons whom you invite to the Workspace or to whom you otherwise provide access to the Workspace. Excluded are the acts and omissions of the Provider and of those persons whom the Provider invites or grants access to the Workspace.
- 7.3 If and to the extent that a Provider proves to independesk that an End-User has culpably damaged a Workspace or (furnishing) items located there ("**Notification of Damage**"), the Provider may demand compensation from the End-User. independesk will give the End-User the opportunity to comment on the accusation of damage. If the End-User admits to having culpably damaged the Workspace or the (furnishing) items there, independesk will collect the amount to cover the damage caused by the End-User from the End-User's account via Stripe in accordance with the terms of payment. The same shall apply if the Provider, to independesk's conviction, proves culpable damage to the Workspace or the (furnishing) items located there by an End-User, taking into account the legal provisions on the burden of proof, and the End-User has not submitted a statement within a period of two (2) weeks from receipt of independesk's request. independesk will expressly point this out to the User in the request for a statement.
- 7.4 Users commit themselves to support independesk in clarifying damage reports and other complaints from other Users. Users undertake to provide such information and, if necessary, documents upon request of independesk and to take further measures that independesk can reasonably demand for the clarification of a Notification of Damage and other complaints.

8. TERMS OF PAYMENT AND PAYMENT PROCESSING

- 8.1 All payment processing services provided through the independesk-platform or related services ("**Payment Services**") are provided to you by Stripe Payments UK, Ltd, The Bower Warehouse, 7th floor, 211 Old street, London EC1V 9NR, England ("**Stripe**"). Stripe's payment terms and payment processing conditions can be found [here](#).
- 8.2 As a payment service company, Stripe processes payments on behalf of Providers for bookings made with independesk. In this context, the Provider is requested to provide information about themselves and/or their company for the purpose of identity verification and verification against the background of money laundering and other regulations. The use of payment processing by Stripe is a prerequisite for the use of independesk as a Provider for all offers for which payment processing is available.
- 8.3 End-Users can pay with all payment methods provided by Stripe. In some cases, individual payment methods may not be offered depending on a risk assessment in individual cases. The responsible payment service company accepts the paid amount from the End-User on behalf of the Provider and forwards it to the Provider under deduction of independesk's commission.



- 8.4 In connection with the payment processing, independesk can request the payment service company Stripe to temporarily withhold a part of the payment for risk protection purposes (e.g. in case of an open End-User complaint).
- 8.5 End-Users authorize independesk to send instructions to the financial institution that issued the respective End-User's card to accept payments from the card account in accordance with the terms of these GTC and the payment terms and conditions and payment processing conditions.
- 8.6 In connection with the booking of a Workspace, the amount of a whole day on the End-User's credit card or account is temporarily blocked ("**Blocked Amount**"). The Blocked Amount will be released immediately after cessation of the use of the Workspace and only the amount for the actual use of the Workspace by the End-User will be debited from the End-User's credit card.

9. **CHANGES IN BOOKING, CANCELLATIONS AND REFUNDS**

- 9.1 End-Users are responsible for all changes to a booking made through the independesk-platform ("**Booking Changes**") and are obliged to pay all additional Advertisement costs, or fees and/or taxes associated with these booking changes.
- 9.2 End-Users can cancel a confirmed booking at any time according to the cancellation policy. Unless special circumstances apply, Stripe will pay the Provider the amount of the total fees due according to the cancellation conditions in accordance with the payment terms.
- 9.3 Cancellation of a confirmed booking by the End-User is possible free of charge up to two (2) hours before the start of the booked service; for later cancellations a cancellation fee of two (2) hours of the respective booked service is due.
- 9.4 A cancellation of a confirmed booking by a Provider is only possible up to 48 hours before the start of the confirmed booking period. If a Provider cancels a confirmed booking, the amount blocked on the End-User's card is released immediately. In case of a cancellation by the Provider, independesk can publish an automatic review in the Advertisement cancelled by the Provider, indicating that the booking has been cancelled. In addition, independesk can block the calendar for the respective Advertisement for the period of the cancelled booking.

10. **SANCTIONS, SUSPENSION AND TERMINATION**

- 10.1 independesk reserves the right to take the following measures if independesk believes that the measures are necessary (i) to comply with applicable legal and regulatory requirements, (ii) if the User violates these GTC, the payment terms, applicable laws, rules, regulations or infringes the rights of third parties, (iii) if the User has provided incomplete or incorrect information when registering on the independesk-platform, (iv) if a User repeatedly receives bad ratings or reviews or independesk receives or learns of complaints about the performance and behavior of the User in any other way, or (v) if such measure is necessary and appropriate to protect the personal safety or property of independesk, (other) Users or third parties or to prevent illegal activities:

- Deletion of Advertisements, Ratings or other Content;
- Reprimand of Users;
- Temporary suspension of a User account;
- Temporary hiding of Advertisements and/or User accounts;
- Temporary blocking;
- Final blocking.

When choosing a measure, independesk will consider the legitimate interests of the affected User, announce the measure in advance and give the User the opportunity to make representations. In the event of a serious violation, independesk reserves the right to temporarily suspend the User account before the User is given the opportunity to make representations; in this case no prior notice of the measure will be given.



- 10.2 If and to the extent that independesk takes any of the aforementioned measures (except in the case of a reprimand), all previously confirmed bookings will be cancelled and a Provider will not be entitled to compensation for any bookings already made that have been cancelled, nor to compensation for the Minimum Duration. If one of the above actions is directed against an End-User, all bookings will be cancelled and all amounts released in accordance with the cancellation conditions.
- 10.3 After the User account has been blocked, the User has no right to a recovery, nor does the User have the right to register again.
- 10.4 The contract between the User and independesk is concluded for an indefinite period of time and can be terminated by the User at any time. The notice of termination must be in text form and can either be sent by e-mail to service@independesk.com or sent to independesk GmbH, Nordlichtstraße 75, 13405 Berlin.
- 10.5 The right to extraordinary termination remains unaffected. A right to extraordinary termination exists for independesk in particular if
- (a) the User has given incomplete and untrue information to independesk;
 - (b) the User transfers his own User account issued to him to a third party, creates or uses further User accounts in his name or in the name of third parties;
 - (c) the use of the independesk-platform made possible by independesk is misused by the User and not in accordance with these GTC or legal regulations; or
 - (d) any conduct to be considered inappropriate that makes further cooperation with or through independesk unreasonable.
- 10.6 If there is a reason for extraordinary termination, independesk may terminate the user contract at any time with immediate effect. Otherwise independesk may terminate the user contract at any time with 14 days notice to the end of the month.

11. LIABILITY AND INDEMNITY

- 11.1 independesk shall be liable according to the legal regulations for intentional and grossly negligent misconduct of independesk, its legal representatives, executive employees or other vicarious agents. The same applies to the assumption of guarantees or other liability independent of fault as well as to claims according to the product liability law or culpable injury of life, limb or health.
- 11.2 independesk shall be liable for ordinary negligent breaches of essential contractual obligations caused by independesk, its legal representatives, executives and other vicarious agents, i.e., such obligations on whose fulfillment the User regularly relies and may rely for the proper execution of the contract, but in this case limited to the amount of the typically arising, foreseeable damage.
- 11.3 A further liability of independesk is excluded. As far as the liability of independesk is excluded or limited, this shall also apply to the personal liability of its legal representatives, executives and other vicarious agents.
- 11.4 You shall indemnify, defend (at independesk's option) and hold harmless independesk and its subsidiaries and affiliates, as well as their directors, officers, employees and agents, from and against all claims for damages, liabilities, losses and expenses, including the costs of necessary legal defense and/or accounting fees, that arise or are in any way connected with (i) your violation of these GTC, (ii) your improper use of the independesk-platform or independesk-services, (iii) your interaction with another User, your stay and use of the Workspace, your participation in events or other services of a Provider in particular for all injuries, losses or damages of any kind that occur in connection with or as a result of this interaction, your participation, use and your stay or (iv) your violation of laws, regulations or other rights of third parties. This does not apply if you are not responsible for the violation of legal rights.



12. EVALUATION AND REVIEWS

- 12.1 End-Users can leave a public review ("**Review**") to a Provider within a certain period of time after completing the booking and rate it by means of a star rating ("**Rating**"). All Reviews and Ratings reflect the opinions of the individual End-Users and not the opinion of independesk. The Reviews and Ratings are not checked for accuracy by independesk and may be inaccurate or misleading.
- 12.2 End-Users are obliged to provide only accurate information in Reviews and Ratings. Reviews and Ratings must be factual and may not be insulting or otherwise defamatory.
- 12.3 Any improper use of the rating and review system is prohibited, in particular Users are prohibited from manipulating these systems in any way, such as by
- (a) Inciting a third party to submit a positive or negative Review about another User;
 - (b) Submission of a Review about themselves or by a third party.
- 12.4 Ratings and Reviews are part of the public profile of a Provider and can be displayed on the independesk-platform together with other relevant metrics.
- 12.5 independesk reserves the right to remove Reviews and/or Ratings. This includes, but is not limited to, untrue, factually incorrect, manipulative, insulting or defamatory Reviews and Ratings.

13. AGENCY FEE

- 13.1 independesk charges the Provider fees for Advertisements on the independesk-platform . If an Advertisement is booked by an End-User, the Provider has to pay independesk an agency fee. The amount of the commission is 20 percent of the costs of a booking to be paid by the End-User to the Provider.
- 13.2 The agency fee is due immediately upon payment by the End-User and can be paid via the payment methods accepted by independesk.
- 13.3 independesk will invoice the Provider for the commission on a monthly basis upon submission of the invoice according to Section 5.7. independesk will send the Provider a separate invoice for this commission by e-mail. In addition, the Provider can retrieve the invoice in his User account at any time after the invoice has been issued.
- 13.4 It is forbidden for Providers to bypass the commission fee of independesk. In particular, it is forbidden for Providers to refer to external booking systems or to link to an external booking system in an Advertisement.
- 13.5 independesk reserves the right to change the commission at any time. Changes will be communicated to the Providers by e-mail before they come into effect.

14. CHANGES TO THESE TERMS AND CONDITIONS

- 14.1 independesk reserves the right to change these GTC at any time in accordance with this provision. If independesk makes changes to these GTC, independesk will notify the Users of the independesk-platform by e-mail no later than 30 days before the date on which the "**Changed GTC**" take effect ("**Notification**").
- 14.2 The consent of the User to the amended GTC is considered given, if the User does not indicate his rejection to independesk at least in text form (section 126 German Civil Code) before the date of the entry into force of the amended GTC.
- 14.3 In the event of an amendment to these GTCs, the Users shall have a right of termination without notice and free of charge in accordance with Section 10.5 of these GTCs until the amended GTCs come into force. Independesk will again separately inform the User in the notification about the right of



termination without notice and the period of notice. The amended GTC will be published additionally on the independesk-platform.

15. FINAL PROVISIONS

- 15.1 There is no out-of-court complaint or appeal procedure to which independesk is subject.
- 15.2 The User can save these GTC by saving the relevant Internet page on his computer using the "Save as" function of his browser. By using the print function of his browser he also has the possibility to print out these GTC. In addition, independesk will make the GTC available to the User by e-mail upon request.
- 15.3 The offer of independesk is not subject to a special code of conduct.
- 15.4 Additions or changes to these terms and conditions must be in text form. This also applies to the amendment or cancellation of this text form clause.
- 15.5 Place of performance and jurisdiction for services, payments as well as all disputes between the parties, is the registered office of independesk. If you are a consumer, you may assert claims in connection with the user contract and these GTC before the competent court of your country of residence or the competent court at the registered office of independesk in Germany. If independesk wants to enforce rights against you as a consumer, independesk can do so only before the competent court of your country of residence.
- 15.6 The user contract and these GTC are subject exclusively to the law of the Federal Republic of Germany. The application of the UN Sales Convention is excluded. If you are a consumer and mandatory statutory consumer protection regulations of your country of residence contain provisions and regulations that are advantageous to you, these provisions and regulations shall apply irrespective of the choice of German law.
- 15.7 All declarations in connection with the user contract must be made in writing or in text form (e.g. e-mail).
- 15.8 Should individual provisions of these GTC be or become void or ineffective in whole or in part, the effectiveness of the remaining provisions of these GTC shall remain unaffected. The void or ineffective provision of these GTC shall be replaced by the statutory provisions. The legal regulations also apply in case of a loophole.
- 15.9 Any Internet connection costs (telecommunication costs) shall be borne by the User.
- 15.10 independesk's failure to enforce any right or provision of these GTC shall not constitute a waiver of such right or provision unless acknowledged by independesk in writing.
- 15.11 An assignment, transfer or other delegation of rights and obligations from the user contract is only effective with the prior written consent of independesk. In case of assignment, transfer or other delegation by the User without prior written consent of independesk, we are entitled to terminate the user contract without notice.
- 15.12 These GTC are available in both German and English. In the event of disputes arising from or in connection with this GTC, in particular regarding its interpretation, only the German version shall prevail. The English version is for information purposes only.