
RULES AND REGULATIONS OF THE BUSINESS CENTRE (RULES)

DATED 01.05.2018

*By accessing or using services provided by EXCEL HUB S.R.L. (“**Provider**”) within aSpace Co-Sharing (“**Business Centre**”) in any way, you agree to be bound by our Rules and Regulations and our Privacy Policy which is available at www.aspace.ro.*

You acknowledge and agree that the Provider reserves the right, from time to time, to make modification, deletions or additions to these Rules.

By selecting the Provider’s Membership Plans, you agree and consent that these Rules constitutes an agreement between you and the Provider.

All terms and references used in these Rules and which are defined and construed in your Membership Plans (respectively the Specific and/or General Terms and Conditions of Services) but are not defined or construed in these Rules shall have the same meaning and construction as per your Membership Plans.

1. ACCEPTANCE OF RULES

- 1.1 By acquiring one or more of the **Services** outlined at clause 4 you agree to accept these **Rules** which will bind you. If you acquired the **Services** on behalf of a company (or other entity) - Corporate Member you acknowledge that you have authority to bind such entity.
- 1.2 **These are the Provider's Rules and Regulations which may change time to time and which apply between the Provider and the Client in relation to Services and the use of the Business Centre/Units/Common Areas. Reference to a Member will include reference to a Client and reference to a Client will include reference to a Member.**
- 1.3 Please read the **Rules** carefully prior to acquiring any **Service** that we provide. Please note that you will also need to fill out a Membership Details Form.
- 1.4 **You warrant that the details provided in the Membership Details Form are complete and accurate and that you have also reviewed the [Privacy Policy with respect to the personal data provided to us in the Membership Details Form](#).**
- 1.5 For the purposes of these Rules all spaces capable of being used by the Clients shall be designated as Units; the Business Centre is composed of the combination of the various Units which can be used as single, individual units or as co - working premises/working stations and of Common Areas.
- 1.6 These Rules are binding for the Clients occupying any Units, the personnel of such Clients, and the visitors and guests of the Clients as long as they are present in the Business Centre. The Client is responsible for actions violating these Rules, together with the person responsible for such actions.
- 1.7 The Clients are liable to comply with the Rules, to refrain from disturbing others and from violating others' rights and to comply with the provisions of these Rules while present in the Business Centre.
- 1.8 The below-mentioned rules shall be strictly complied with in order to allow the Business Centre to be operated in accordance with its purposes, to maintain security and safety of the Clients and to provide a peaceful atmosphere. These Rules are subject to change by the Provider when it is deemed necessary. All decisions taken by the Provider are binding on the Clients and - their staff,

visitors, guests and agents (collectively referred to as Guests of the Client/Member).

2. GENERAL INFORMATION ON THE BUSINESS CENTRE

2.1 Plan of the Business Centre

2.1.1. Entrance to the Business Centre

All Members and their Guests are required to sign in at the front desk and before accessing the Business Centre and they must present a valid ID card. Members must let the Front Desk Personnel know of incoming visitors. Guests will be offered water or coffee while they wait.

If a visitor did not set an appointment with a Member, they will not be allowed inside the Business Centre and the Front Desk Personnel will take a message and announce the respective Member. **In no event shall Provider or any other party involved in registering Members or Guests, be liable for damages of any kind whatsoever including, without limitation, any direct, indirect, incidental or other types of damages, arising out of or in connection with taking and/or transmitting a message from a Guest to a Member.**

2.1.2. Determination of Common Areas

The Rules define in detail the Common Areas and the mode of their use. The mode of use of the Common Areas is set down by the Provider and may thereby be modified. The Common Areas include premises and equipment that support the Business Centre and also the Units (when applicable).

The entry of the Members, their employees and Guests to these premises may be restricted.

The Common Areas include the following in particular:

- (a) Entrance to the Business Centre and emergency exits;
- (b) Elevators and escalators;
- (c) Front Desk;
- (d) Public toilets and the resting/waiting areas.
- (e) 2 Kitchenettes
- (f) Reception

2.2 Opening Hours Business Centre

2.2.1. General Information

The operating hours of the Business Centre and the opening hours stipulated in these Rules are set down as indication only. Exact operation hours and opening hours will be decided by the Provider.

Considering the Client mix of the Business Centre, different opening hours are admissible in accordance with the Membership Plan acquired by the Client.

In order to ensure that the Clients feel comfortable and not „expelled“ from the Business Centre, the Common Areas shall be accessible 30 minutes after the closing hour of the Units.

2.2.2. Opening Hours for Day Pass Members and Private Office Members

As a general rule the Business Centre opens on 8:30 AM and closes at 6:30 PM (“**Office Hours**”) each Business Days. **All co - working stations/units are on a first come first serve basis.**

Private Office Members will have access to the Unit 24/7.

The presence or circulation of any person within the Business Centre beyond its closing time shall be expressly forbidden, unless authorised by the Provider and strictly in accordance with the terms of such authorisation (Membership Plan).

2.3 Operating the Business Centre

It is mandatory for the Members and the staffs employed by them that are allowed to use the Units to keep their identification cards and to present it to the security personnel upon request during entry into and exit from the Business Centre at any hour. Where it is necessary, the list of staff who will use the Units shall be notified to the Provider.

The Provider shall keep a duplicate of all keys to the outside doors of the Units. The Provider may only make use of the aforementioned keys to deal with any situation where the Provider’s intervention is required within the framework of its responsibilities, and which, due to their urgent nature, do not allow for another type of action. Whenever the Provider shall use the keys in accordance with the foregoing paragraph, the Provider shall, as soon as possible, inform the Private Office Members thereof (when applicable).

3. MEMBERSHIP BENEFITS

- 3.1 Subject to the **Membership Plan** acquired by the **Client** and any policies on our website www.aspace.ro or provided to you from time to time, during your Membership, Provider will use commercially reasonable efforts to provide the Services described below.
- 3.2 Clients/Members acknowledge that the **Business Centre** is a communal, open working space with or without separate desks.
- 3.3 Clients/Members understand that, occasionally, the Business Centre will be used for Member only events which Provider considers will be of benefit to Members. Clients/Members will be given reasonable advance notice of any such events.
- 3.4 Certain Services will only be provided on Business Days and during Office Hours on Business Days. **Business Days** are Monday to Friday (other than Romanian public and bank holidays).
- 3.5 The **Services** are as follows:
- (a) non-exclusive access to the Business Centre;
 - (b) regular maintenance of the Business Centre;
 - (c) suitable furnishings in the Business Centre;
 - (d) access to the Business Centre Wi-Fi subject to any terms of service of the relevant supplier (**Supplier**) and on the understanding that Provider does not warrant that its operation will be uninterrupted or error-free and on the basis that the Member will not have any claim against the Provider for any interruption to or errors in respect of the internet connection, whether directly or indirectly caused by Excel Hub S.R.L. or otherwise;
 - (e) use of the printers and photo-copiers (**Office Equipment**) available at in the Business Centre, subject to any Provider terms of service and subject to the provisions of clause 5 below;
 - (f) technical support for the Office Equipment, subject to any Provider terms of service;
 - (g) appropriate heating and/or air conditioning on Business Days and during Office Hours;
 - (h) use of the Business Centre conference rooms for you and your Guests (subject to any conference room limits on numbers), subject to the provisions of clause 5 below;

- (i) electricity for reasonably acceptable office use;
- (j) opportunity to participate in Member-only events subject to prior registration and subject to payment of any additional fee;
- (k) use of lockers for an additional fee, subject to availability and on the understanding that any personal belongings (including computer equipment) are left in the lockers at your own risk;
- (l) basic refreshments - water and coffee;
- (m) subject to availability and space, to invite non-members to become daily Members at a reduced rate by way of a Guest Pass;
- (n) assistance of the Business Center community manager at the Business Center during Office Hours on Business Days; and
- (o) acceptance of post on behalf of your business during Office Hours on Business Days; on the basis that it is acknowledged that whilst Provider will use all reasonable endeavours to ensure accurate and expeditious handling of deliveries for the Member, no responsibility shall attach to Provider or its staff or agents for any damage or loss arising out of or in connection to the same.

4. MEMBERSHIP

4.1 Membership is subject to fulfilment of the following cumulative conditions:

- ✓ **Client** acquiring one of the available **Membership Plan**
- ✓ Payment of the **Membership Fees**,
- ✓ Availability and confirmation from the **Provider's** manager that **Client** has been accepted as a **Member**.

In the event that you are not accepted as a Member, any fees paid in advance by the Client will be refunded without delay and any contractual relationship will be terminated without any other formalities or/and liability of the Provider.

Provider reserves the right to refuse Membership to any person or company or entry to any guest who or which in Provider's sole and absolute discretion, exercised reasonably, is deemed inappropriate to be a Member.

4.2 Save for the case the Parties agree otherwise in writing Members must pay for the Services in advance and select one the available Membership Plan.

- 4.3 Full description of the Membership Plan and applicable Fees are published from time to time at [www.aspace.ro]. All published fees include VAT. Provider reserves the right to vary its annual, monthly and/or daily Membership Fees and Fees for other Services provided within the Business Centre from time to time, and will give current Members two weeks' notice by email of any changes.

Services that were paid in advance and Services already contracted by the Members under special terms and conditions shall not be affected by any variation of Fees as described above.

However for Membership Plans that are automatically extended after the expiry of the initial Term the revised Fees shall apply starting with the first extension that follows the date such revision is communicated by the Provider. **No later than the last day of the validity period (during which the revision of Fees takes place), Members have the option - free of any liability - to inform in writing the Provider that Services are no longer required.** Failure of the Members to transmit the termination notice as described herein will be deemed as acceptance of the Fees variation.

No Refunds

- 4.4 Apart from as set out in clause 4.1, subject to the sole and absolute discretion of Provider, no refunds shall be given in respect of Membership Fees or any other amounts paid by you under the Membership Plan.
- 4.5 **Failure to use the Services contracted in accordance with the Membership Plan does not entitle Members to refunds.**

Supplemental Fees and Indemnity

- 4.6 Members will be responsible for paying any extra charges associated with their use of the Business Centre and its facilities including (without limitation) for any costs associated with loss of locker keys, locksmith fees; extra cleaning; and damage caused by the Members and their Guests to the Business Centre/Units and any of its contents.
- 4.7 Members undertake to indemnify the Provider for and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Provider arising out of or in connection with Members or their Guests use of the Business Centre/Units and/or Services howsoever occasioned.

5. ACCESS

- 5.1 Members will be provided with access to the Business Centre by way of the mechanism detailed on the **Membership Details Form (Access Mechanism(s))**.
- 5.2 Members should look after any physical **Access Mechanisms** and report any loss of the same to the Front Desk Personnel without delay. Members may be required to pay any costs of replacement of the Access Mechanism.
- 5.3 Any physical Access Mechanisms remain the property of the Provider and must be returned to Provider immediately on termination of the Membership. Any costs caused by Members' failure to return such Access Mechanism may be deducted from the Deposit.
- 5.4 Members must not make any copies of any Access Mechanism or lend, share or transfer any Access Mechanism to any third party including another Member, unless authorised by the Provider to do so in advance.
- 5.5 Members acknowledge and agree that security cameras (CCTV) may be in operation at all times in and around the Business Premises due to the nature of Services and the number of persons coming in and out of the Business Centre. This is intended to provide protection and security to all users of the Business Centre.
- 5.6 **Members are accountable for their Guests. Guests are not allowed within the Business Centre without a Member except when waiting at the lobby during Office Hours. Members have the essential obligation to prior inform Guests of the present Rules.**

6. MEMBERSHIP RULES

- 6.1 The Membership Rules apply to each Member individually, including all individuals who are Members by virtue of a Corporate Member's Membership through a Corporate Member. Corporate Members are responsible for ensuring that the individual Members included in their Membership understand and abide by these Rules.
- 6.2 **General principles - Co - working and sharing of office premises is governed by the following principles: community, collaboration, consideration and respect.**
- 6.3 **Shared premises/units, resources and services are intended for common use and it is highly important that Members understand that their behaviour**

affects others and for this reasons we are kindly asking all Members to pay attention to the manner of talking, eating, engaging in conversations with co - workers and guests, respectively to be mindful of the people around them.

6.4 Productivity

6.4.1. Language and conduct

Members are forbidden to use offensive language and any type of verbal and/or physical aggression towards other members, guests or Provider's staff. Members who are not satisfied with the Provider's Services can inform the Front Desk Personnel about any inconvenience, or send email to office@aspace.rp

6.4.2. Conversation

Please note that loud conversations are a distraction to other Members and make it difficult to focus and/or concentrate.

Conversations that exceed 15 minutes must be held in a conference room or outside the Business Centre if no conference room is reserved and Member does not benefit from a Membership Plan with an individual Unit.

Members are asked to take phone calls in the lobby or another part of the premises when individual units are not contracted.

6.4.3. Noise. Use of electrical or electronic devices

Members shall take all steps to prevent spreading of unwanted disturbing noise originating from their activity and/or behaviour.

Members shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices that emit sound and other waves or disturbances that would interfere with the operation of any device or equipment within the Business Centre.

6.5 Dress Code and Personal Hygiene. Health Problems

Members and Guests must maintain a clean and professional image. All Members and Guests are expected to maintain appropriate levels of personal hygiene.

Members, Guests shall not use any facilities of the Business Centre whilst suffering from any infections or contagious illness, disease or whilst suffering from any physical ailment such as open cuts, open sores or infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other members. Provider reserves the right to cancel any membership at its discretion.

6.6 Food and Beverage. Narcotics and /or other hallucinogenic substances

Members may take snacks inside of their individual Units. Food and/or meals are prohibited at workstations that are shared with other Members as well as in the Common Areas except the kitchen area.

Sale and /or consumption of alcoholic beverages, narcotics and /or other hallucinogenic substances are strictly forbidden in the Business Centre.

Members/Guests that are under the influence of drugs, alcohol and any other substances that can affect one's capacity shall be escorted outside the Business Centre and may result in loss of Membership and/or payment of damages.

6.7 Pets

Pets are not allowed inside the Business Centre.

6.8 Members responsibilities/liabilities

Member acknowledges and agrees that:

- (a) he will take good care of the Units and Common Areas, the Office Equipment and all fixtures, fittings, furniture and equipment at the Business Centre and will maintain them in their existing condition and will notify Provider immediately of any damage caused by him or his guests;
- (b) he will be responsible for any damage to the Units and Common Areas, the Office Equipment and all fixtures, fittings, furniture and equipment at the Business Centre caused by him or his guests which exceeds normal wear and tear;
- (c) it is strictly forbidden to perform any alterations to or set-up any installations in the Business Centre (including, without limitation, cabling,

IT or telecoms connections) or move any Provider's equipment, furniture (or similar) and he is not entitled to bring any items of furniture into the Business Centre or any business stock or to display any advertisement or notices (or similar) anywhere in the Business Centre without the prior consent of the Provider;

- (d) the Business Centre may be used for general office purposes only;
- (e) he may use the Unit and Common Areas in accordance with its permitted use; amendments to the general permitted use (as specified in letter "d" above) is permitted subject to such amendment being priorly approved in writing by the Provider;
- (f) he will only use the Business Centre in such a way which shows full regard to the rights and interests of other Members and their ability to conduct their business and which does not cause a nuisance or disturbance or which is in any way anti-social;
- (g) he will comply with all Business Centre policies;
- (h) his computers, tablets, mobile devices and other electronic equipment must be (i) kept up-to-date with the latest software updates provided by the software vendor and (ii) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from the Business Centre networks that poses a threat to networks or users;
- (i) Provider is not responsible for any belongings, equipment or business items a Member or a Guest brings into the Business Centre. It is the Member's/Guest's responsibility to take all necessary measures and ensure protection of their property;
- (j) Members shall remove all their personal property immediately on termination of their Membership. Provider is not responsible for property left in the Business Centre after termination or after Office Hours; and
- (k) Members must leave the Business Centre reasonably clean and tidy at the end of each day.

In the event that the Business Centre is left in an unacceptable state, Provider may require you to pay a cleaning surcharge.

6.9 Members are not allowed to:

- (a) perform any activity or cause or permit anything to be done in the Business Centre that is reasonably likely to:
 - (i) cause disruption or danger to Business Centre, or anyone or anything in the Business Centre or occupiers of the Business Centre or neighbouring properties; or

- (ii) become a nuisance, (whether actionable or not) damage, annoyance, inconvenience;
- (b) browse or download material of an illegal or offensive nature - this includes but is not limited to: copyrighted movies, music, or software, hacking/cracking material, or adult material;
- (c) conduct, pursue or permit to be conducted, any anti-social, unlawful, illegal or offensive activities from the Business Centre, including in respect to any mail or delivery service;
- (d) take, copy or use any information or intellectual property belonging to other Members;
- (e) take, copy or use, for any purpose, any pictures or illustrations of the Business Centre without our prior consent;
- (f) conduct any business from the Business Centre which might involve members of the public attending on a frequent basis or which competes with Provider's business;
- (g) do anything which might prevent other Members from using or entering the Business Centre;
- (h) allow any guests to enter the building in which the Business Centre is located without registering such guests in accordance with the relevant Business Centre and Provider's policies;
- (i) bring any weapons of any kind, or any other offensive, dangerous, inflammable or explosive materials into the Business Centre; or
- (j) use the address of the Business Centre as their business address.

7. CONFERENCE/MEETING ROOMS

7.1 As a general rule a Conference Room may be used during Office Hours each Business Days of a year.

7.2 Rooms available for use

The Business Centre conference room space consists of 4 conference rooms.
Thunder Room – 8 persons

Cloud Room – 15 persons

Sky Room – 20 persons

Night Room- 12 persons

7.3 Reservation

Members may apply to reserve a Conference Room in person or through the Membership. Reservation will be accepted on a first - come, first book basis.

! Please note that the rooms are not available prior to the time booked so when making a booking, please take into consideration the time needed for set up.

The Provider requires at least 2 hours' notice for reserving a room and confirmation time shall not exceed 2 hours. In case of no response of the Provider with respect to a reservation request, lack of response will be the equivalent of a refusal.

Please note that all reservations must be confirmed in writing by the Provider.

Payment of reservation shall be received in advance with at least 1 (one) working day prior to the date of the meeting. Reservations will be cancelled if payment is not received by the due date.

The Provider has the right to cancel or deny future booking requests and existing contracts for any Member - natural person or Corporate which violates stated policy, rules or procedures.

7.4 Cancellation

The Provider requires advance notice of 24 hours in the event a scheduled meeting is to be cancelled.

In case a meeting is cancelled in the last 3 hours, the fee for the reservation is 75% refundable. Before 3 hours the fee is fully refundable.

Members and persons attending meetings in the Conference Rooms are subject to the present Rules and any other policies available on site and online having as subject the Services and use of the Business Centre.

7.5 Specific rules

a. Any applicant signing the meeting room reservation must be at least 18 years of age.

b. The size of the group may not exceed the capacity of the room and if this requirement is not observed the Provider has the right to cancel the booking and/or forbid access to persons exceeding the maximum capacity of the room.

c. Members holding meetings in the Conference Rooms are responsible for bringing the necessary supply such as pencils, pen, paper, markers, laptops, etc.

d. No alcoholic beverages may be served and smoking is not permitted (including use of any form of electronic cigarettes).

e. No open flames or candles are permitted within the Conference Rooms and/or the Business Centre.

f. The room must be left in the same condition as found, in a clean and orderly condition.

g. Attachment of signs, banners and any other promoting/marketing materials to any Conference Room's walls, ceiling or any piece of the Provider's property is strictly forbidden.

h. Food and beverage are subject to Provider's prior written approval.

7.6 *Provider will not be responsible for materials, equipment or other personal belongings left in the Conference Rooms by the participants.*

8. SMOKE FREE BUILDING

8.1 The Business Centre is a smoke - free premises. Smoking is forbidden within the Business Centre (including use of electronic cigarettes).

- 8.2 Breach of this essential obligation gives the Provider the right to immediately cancel the Membership Plan and/or ask the Member to vacate the premises.

9. LIMITS ON PROVIDER'S RESPONSIBILITIES

- 9.1 We will provide notice to you of any changes to services, fees, or other updates to any email address provided by you and/or via the internal network. It is your responsibility to read such emails/messages.
- 9.2 Provider does not control and is not responsible for the actions of other Members or visitors to the Business Centre and has not carried out any identity, criminal records, or other checks on any Member.
- 9.3 Provider may without notice suspend the provision of the Services for reasons of political unrest, strikes, or other events beyond our reasonable control including legal and practical matters affecting the Business Centre totally or partially.
- 9.4 Provider is not liable for any loss as a result of failure to provide the Services (or any one of them) as a result of mechanical or technical breakdown or failure, strike, delay, failure of any third party or their staff, termination of the Membership Plan or otherwise.
- 9.5 Unless there is an emergency, Provider will as a matter of courtesy try to inform Members in advance when it needs to carry out testing, repair or works other than routine inspection, cleaning and maintenance at the Business Centre.
- 9.6 Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Business Centre Wi-Fi and the internal network (and any other similar services provided by us) (**Communication Services**) may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.7 We are not responsible for any software (or any damage caused by any software) which needs to be installed on your equipment in order to access any of the Communication Services or the Business Centre.
- 9.8 To the extent permitted by applicable law, Provider disclaims all warranties and conditions as to the Communication Services and to the Business Centre including but not limited to implied warranties relating to quality, fitness for a particular purpose, or ability to achieve a particular result.

10. MATTERS AFFECTING THE BUSINESS CENTRE AND/OR UNITS

- 10.1** The Rules are not (and does not create) a lease or any other right of a Member having as subject the Business Centre.
- 10.2** Provider retains legal possession and control of the Business Centre and/or any Unit and its obligation to provide the Services is subject to the Membership Plan acquired by the Member.

11. DATA PROTECTION

- 11.1** Provider processes personal data relating to each Member for legal purposes, respectively for the performance of the Services and for administrative and management purposes. By becoming a Member you are explicitly agreeing to this data processing.
- 11.2** Data processing of Members having as subject research, profiling and direct marketing, in order to improve and customise our Services according to the Members' needs and preferences is subject to the Privacy Policy and Members' Consent.
- 11.3** Provider shall obtain explicit consent from the Members for the processing of their personal data, according to the legal provisions applicable.

12. LIMITS ON LIABILITY

- 12.1** Provider will not be liable for any liability until the Member has informed Provider of the matter and, if the matter is rectifiable, has allowed a reasonable period for rectification.
- 12.2** The Member agrees that Provider will not be liable for any loss, damage or claim which arises as a result of, or in connection with, the use of the Business Centre or Services except to the extent that such loss, damage, expense or claim is directly attributable to its fraud, gross negligence or wilful default.
- 12.3** Provider shall not, in any circumstances, have any liability for any losses or damage which may be suffered by a Member (or any person claiming under or through a Member), whether the same are suffered directly or indirectly, by action or omission, and whether the same arise from a contract, negligence or otherwise howsoever, which fall within any of the following categories:
- (a) loss of business or profits;
 - (b) loss of anticipated savings;

- (c) loss of business opportunity;
- (d) third party claims, including those who are individual Members by virtue of the Membership of a Corporate Member; and
- (e) loss or corruption of data.

12.4 The total aggregate liability of Provider owed to you and your guests and, if you are a Corporate Member, to you and all your individual Members together, whether it arises from a contract and/or in connection to a contract, due to Provider's negligence or otherwise in connection with the Services and the Business Centre, shall in no circumstances exceed a sum equal to the sum of Membership Fees paid by you in the last 12 months.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Provider brand and logo are registered with the competent authorities. Members may not use the Provider logo, brand or images in any document or publication, including the internet and in any way in connection with his/her business, unless previously agreed in writing with Provider.

14. TERMINATION

14.1 For security, safety and health purposes, Provider may disable your access to the Business Centre and/or any Communication Services, withhold Services or immediately terminate your Membership, by means of a written notification, without other formalities, notice of delay or court intervention:

- (a) in case you make any alterations to or set-up any installations in the Business Centre, move any Business Centre equipment, furniture (or similar), or display any advertisement or notices (or similar) anywhere in the Business Centre without the consent of the Provider;
- (b) in case you use the Business Centre for purposes other than the permitted use;
- (c) if you smoke in any part of the Business Centre and/or inside any part of the Premises;
- (d) if you fail to pay any fees due hereunder, in accordance with the terms and conditions set forth under the Membership Plan;
- (e) if you or any of your individual Members fail to comply with the terms and conditions of the Business Centre policies or instructions provided to you or any individual Member.

14.2 The Membership shall be automatically terminated upon termination, expiration or material loss of Provider's rights in the Premises.

14.3 An individual Member will no longer be allowed access to the Business Centre and/or any Communication Services upon either:

- (a) the termination or expiration of the Membership Plan;
- (b) your notification to the Provider that such person is no longer a Member;
or
- (c) our notice to you if any Member has materially or repeatedly breached the Rules.

14.4 On any termination of your Membership you must take immediate steps to:

- (a) return any property of Provider to us including the Access Mechanism;
- (b) remove any of your personal property from the Business Centre;
- (c) reasonably cooperate with Business Centre in regard to any matter associated with the termination of your Membership.

15. NOTICES

15.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) sent by email to:
 - (i) Provider: office@space.ro
 - (ii) You: The email address provided on the Membership Details Form

15.2 Notices shall be deemed to have been delivered on sending of the email, provided that there is no failure notification.

15.3 Members are responsible to promptly notify us the Provider of any changes to the contact and payment information listed on the Membership Details Form.