

<p style="text-align: center;"><b>SECTIUNEA II</b> <b>TERMENII SI CONDITIILE GENERALE</b></p>	<p style="text-align: center;"><b>SECTION II</b> <b>GENERAL TERMS AND CONDITIONS</b></p>
<p>Partile au convenit ca urmare a negocierilor purtate in acest sens, urmasorii <b>Termeni si Conditii Generale</b> valabile pentru <b>Contractul de prestari servicii birou</b>.</p> <p><b>DEFINITII:</b></p> <p>In acest Contract, in masura in care din context nu rezulta altfel:</p> <p>„<b>ABONAMENT/TARIF</b>” reprezinta suma pe care Clientul o plateste Furnizorului potrivit prezentului Contract, in cuantumul specificat in <b>Termeni si Conditii Speciale - Sectiunea I</b> pentru accesarea de catre acesta a Serviciilor/Pachetului de Servicii prestate de Furnizor.</p> <p>„<b>BIROU/SPATIU DE LUCRU TEMPORAR</b>” inseamna biroul/unitatea de lucru (<i>bun mobil</i>) localizat in <b>Aspace Business Center</b> alocat de catre Furnizor Clientului, echipat cu Echipament sau nu, in functie de Pachetul de Servicii contractat de catre Client si mentionat in <b>Termeni si Conditii Speciale - Sectiunea I</b>. Unitatea de lucru poate insemna fie un birou individual, intr-un spatiu delimitat si folosit exclusiv de catre Client, un spatiu de lucru la un birou de tip cubical sau un spatiu de lucru utilizat la comun cu alti Clienti.</p> <p>„<b>ECHIPAMENT/DOTARILE BIROULUI/SPATIULUI DE LUCRU TEMPORAR</b>” inseamna in functie de Pachetul de Servicii contractat de Client scaunul aferent biroului, loc temporar de depozitare incorporat sau individual, telefon fix, fax, alte accesorii necesare desfasurarii temporare a unor activitati de birou.</p>	<p>The Parties agreed, as a result of the negotiations to this effect, upon the following <b>General Terms and Conditions</b> valid for the <b>Office Service Supply Agreement</b>.</p> <p><b>DEFINITIONS:</b></p> <p>In this Agreement, unless it results otherwise from the context:</p> <p>"<b>SUBSCRIPTION / FEE</b>" represents the amount the Customer pays to the Provider according to this Agreement, in the amount set forth in the Special Terms and Conditions - Section I for accessing the Services / Service Package Provider by the Provider.</p> <p>"<b>TEMPORARY OFFICE / WORK SPACE</b>" means the office/work unit (movable) located in the Aspace Business Center, assigned by the Provider, fitted with Equipment or not, depending on the Service Package contracted by the Customer and stipulated in the <b>Special Terms and Conditions - Section I</b>. The work unit can mean either an individual office, in a delimited space, exclusively used by the Customer, a working space in a cubic-type office or a work space shared with other Customers.</p> <p>"<b>EQUIPMENT/FACILITIES / OF THE TEMPORARY OFFICE/ WORK SPACE</b>" means, depending on the Service Package contracted by the Customer, the office seat, temporary built-in or individual storage space, landline telephone, fax, other accessories necessary for the temporary performance of office activities.</p>

**„ASPACE BUSINESS CENTER”** inseamna urmatoarele locatii aSpace, caile de acces, precum si zonele exterioare:

- aSpace Romana: etajul 5 din Cladirea de birouri Romana Offices, situata in Bulevardul Dacia, nr. 20, Sector 1, Bucuresti
- aSpace Floreasca: etajele 1 si 2 din Cladirea de birouri Banu Antonache, situata in strada Banu Antonache, nr. 40-44, Sector 1, Bucuresti;
- aSpace Baneasa: etajul 6 din Cladirea de birouri Baneasa Business Center, situata in sos. Bucuresti-Ploiesti, nr. 19-21, Sector 1, Bucuresti;
- aSpace Barbu Vacarescu: etajul 5 din clădirea de birouri AFI Lakeview, situată în Barbu Vacarescu nr. 301-311, Sector 2, București;
- aSpace Afi Cotroceni: etajele 1 și 2 din Cladirea de birouri Afi Park 1, situată în Gen. Paul Teodorescu, nr. 4E, sectorul 6, Bucuresti.

**„FACILITATILE ASPACE BUSINESS CENTER”** inseamna internet & wi - fi, sala de intalnire la care Clientii au acces in functie de tipul de Abonament achizitionat.

**„FOLOSINTA PERMISA”** inseamna exclusiv activitati de birou.

**„PROGRAM DE FUNCTIONARE AL ASPACE BUSINESS CENTER - ului”** intervalul orar 08h30-18h00 in fiecare zi lucratoare.

**„REGULAMENTUL DE ORDINE INTERIOARA”** inseamna unul sau mai multe seturi de reguli si reglementari scrise referitoare la **Aspace Business Center** stabilite de Furnizor (anexate la prezentul Contract si/sau publicate pe [www.aspace.ro](http://www.aspace.ro)),

**"ASPACE BUSINESS CENTER"** means the following aSpace locations, the access ways, as well as the exterior areas:

- aSpace Romana: the 5<sup>th</sup> floor of Romana Offices office building, located at 20 Dacia Boulevard, 1<sup>st</sup> District, Bucharest;
- aSpace Floreasca: the 1<sup>st</sup> and the 2<sup>nd</sup> floor of Banu Antonache office building, located at Banu Antonache street, no. 40-44, 1<sup>st</sup> District, Bucharest;
- aSpace Baneasa: the 6<sup>th</sup> floor of Baneasa Business Center office building, located at Bucuresti-Ploiesti Road, no. 19-21, 1<sup>st</sup> District, Bucharest;
- aSpace Barbu Vacarescu: 5<sup>th</sup> floor of AFI Lakeview office building, located at Barbu Vacarescu no. 301-311, 2<sup>st</sup> District, Bucharest;
- aSpace Afi Cotroceni: the 1<sup>st</sup> and the 2<sup>nd</sup> floor of Afi Park 1, located at Gen. Paul Teodorescu, no. 4E, 6<sup>th</sup> District, Bucharest.

**"ASPACE BUSINESS CENTER FACILITIES"** means internet & Wi-fi, conference room to which the Customers have access depending on the purchased type of Subscription.

**"ALLOWED USE"** means exclusively office activities.

**"ASPACE BUSINESS CENTER BUSINESS HOURS"** the hourly interval 08h30-18h00 on each business day.

**"INTERNAL REGULATIONS"** means one or several sets of written rules and regulations related to **Aspace Business Center**, established by the Provider (enclosed to this Agreement and/or published at [www.aspace.ro](http://www.aspace.ro)), to be permanently

pentru a fi respectate tot timpul de catre acesta, dupa cum ar putea fi modificat periodic in mod unilateral, in scris de catre Furnizor, sau schimbat pentru a implementa toate reglementarile aplicabile pentru Aspace Business Center.

„**SPATII COMUNE**” inseamna toate echipamentele si toate acele zone situate in Aspace Business Center care nu sunt utilizate si care nu deservesc exclusiv un Client, si care includ, fara a se limita la, urmatoarele: (a) Scari, pasaje, coridoare, zone de tranzit, intrari si iesiri, holuri, precum si alte zone amenajate pentru trecerea libera a persoanelor; (b) Toaletele, zonele publice de recreere si (c) Pereti si ferestre exterioare, intrari si iesiri.

„**ZI LUCRATOARE**” inseamna orice zi (alta decat sambata sau duminica sau sarbatorile publice) in care bancile din Romania sunt deschise publicului pentru operatiuni comerciale.

#### **INTERPRETARE:**

- Orice referinta la „scris” sau „in scris” include orice forma de reproducere a cuvintelor vizibila si de durata si va exclude comunicarea prin e-mail.
- Cuvintele „altele”, „cum ar fi” sau „inclusiv” nu contin niciun fel de limitari.

#### **1. OBIECTUL CONTRACTULUI. SERVICII**

Serviciile descrise mai jos reprezinta serviciile standard furnizate de catre Furnizor si vor fi interpretate in functie de Pachetul de Servicii contractat de catre Client.

***Este inteles si convenit faptul ca prezentul contract nu reprezinta un contract de inchiriere imobil, posesia asupra Aspace Business Center - ului si asupra spatiului in care se afla***

complied therewith, as they can be periodically unilaterally amended, in writing, by the Provider, or changed, in order to implement all the applicable regulations for Aspace Business Center.

**"COMMON AREAS"** means all the pieces of equipment and all those areas within Aspace Business Center that are not used and which do not exclusively serve one Customer, including, but not limited to the following: (a) Stairs, passages, corridors, transit areas, entrances and exits, halls and other areas arranged for the free passage of people; (b) Toilets, public recreation areas and (c) Exterior walls and windows, entrances and exits.

**"BUSINESS DAY"** means any day (other than Saturday or Sunday or public holidays) on which banks in Romania are open to the public for commercial operations.

#### **INTERPRETATION:**

- Any reference to "written" or "in writing" includes any visible and lasting form of reproduction of the words and shall exclude communication by e-mail.
- The words "others", "such as" or "inclusively" do not contain any limitations.

#### **1. SCOPE OF THE CONTRACT. SERVICES**

The services described below are the standard services supplied by the Provider and shall be interpreted according to the Service Package contracted by the Customer.

***It is understood and agreed that this agreement does not represent a real estate lease agreement, possession over Aspace Business Center, and over the premises where the Temporary Office/Work Space is situated belonging exclusively to the***

***Biroul/Spatiul de lucru temporar apartinand exclusiv Furnizorului. In temeiul prezentului Contract si sub conditia esentiala a achitarii Abonamentului/Tarifului, Clientul are acces la facilitatile Aspace Business Center - ului conform Pachetului de Servicii contractat.***

***Oricand pe durata prestarii Serviciilor, indiferent de Pachetul de Servicii contractat, Furnizorul poate, din motive tehnice, comerciale sau legale sau in urma unei impuneri de catre orice autoritate publica sau concesionar de utilitati, precum si pentru imbunatatirea Aspace Business Center - ului, sa micsoreze sau sa mareasca suprafata/spatiile in care se gasesc Birourile/facilitatile Aspace Business Center - ului fara consimtamantul prealabil al Clientului. In cazul Clientilor care opteaza pentru un Pachet de Servicii ce include un birou individualizat si pe care Clientul il va folosi in mod exclusiv pe durata prestarii Serviciului, Furnizorul va pune la dispozitie un birou cu caracteristici similare si/sau va ajusta valoarea Abonamentului (dupa caz).***

### **1.1. Sediul social/Birou fix dedicat**

#### **A. Sediul social**

In cazul in care Clientul opteaza pentru serviciu furnizare sediul social, Clientul declara si garanteaza in mod expres urmatoarele:

- Intelege si accepta faptul ca acest serviciu este pus la dispozitie sub forma unui - *spatiu virtual* - folosinta spatiului ramanand in posesia Furnizorului, Clientul avand acces la facilitatile spatiului sub forma de Servicii.
- Numarul de unitate mentionat in **Termeni si Conditii Speciale - Sectiunea I** este utilizat numai pentru identificare si poate fi schimbat de Client la libera sa alegere si in conformitate cu nevoile sale.

***Provider. In virtue of this Agreement and subject to the essential condition of payment of the Subscription /Fee, the Customer has access to the facilities of Aspace Business Center, according to the contracted Service Package.***

***Anytime over the term of the Service supply, irrespective of the contracted Service Package, the Provider may, for technical, commercial or legal reasons, or as a result of an imposition by any public authority or utility provider, as well as for the improvement of Aspace Business Center, reduce or increase the area /premises wherein the Aspace Business Center Offices / facilities are located, without the Customer's prior consent. In the case of the Customers opting for a Service Package including an individualized office and that the Customer shall exclusively use over the term of the Service supply, the Provider shall supply an office with similar features and/or shall adjust the value of the Subscription (as applicable).***

### **1.1. Registered office/dedicated fixed office**

#### **A. Registered office**

If the Customer chooses the registered office service supply, the Customer expressly represents and warrants the following:

- It understands and accepts that this service is provided under the form of a - *virtual space* - the use of the space remaining in the possession of the Provider, the Customer having access to the facilities of the space under the form of Services.
- The unit number mentioned in the **Special Terms and Conditions - Section I** is used only for identification and can be changed by the Customer at the discretion thereof

- La încetarea prezentului Contract, indiferent de motiv, Clientul are obligația de a începe toate procedurile necesare și de a radia de la Registrul Comerțului, în termen de maximum 15 (cincisprezece) zile calendaristice de la încetare, sediul social înregistrat la adresa Aspace Business Center -ului. Clientul îi va furniza Furnizorului în termenul menționat documente oficiale justificative emise de autoritățile competente, atestând că radierea a fost efectiv realizată. În cazul în care Clientul nu respectă termenul susmenționat de 15 (cincisprezece) zile și nu îi furnizează Furnizorului documentele relevante ce atestă radierea în termenul de mai sus, Clientul îi va plăti Furnizorului penalități în suma de 100 (unasuta) Euro pe zi de întârziere până când Clientul în furnizează Furnizorului documentele ce atestă radierea.

#### **B. Adresa de corespondență**

În cazul în care Clientul a optat pentru un Pachet de Servicii care include și serviciul de adresă de corespondență comercială, termenii și condițiile de mai jos vor deveni aplicabile.

Furnizorul va prelua corespondența Clientului și o va preda acestuia la Spațiu, la recepție. În serviciul standard de corespondență (serviciu inclus în abonamentul lunar pentru sediu) sunt incluse un număr de maximum 15 (cincisprezece) articole (plicuri, notificări, citatii, adrese, **faxuri** etc) pe luna.

**În cazul în care se depășește numărul maxim de 15 (cincisprezece) articole se va percepe un tarif suplimentar conform Listei de preturi.**

and according to the needs thereof.

- Upon the termination of this Agreement, for any reason, the Customer is bound to initiate all the necessary procedures and to deregister from the Trade Register, within 15 (fifteen) calendar days of termination, the registered office registered at the address of Aspace Business Center. The Customer shall make available to the Provider, within the indicated time frame, the official supporting documents issued by the relevant authorities, certifying that the deregistration has been actually made. If the Customer fails to comply with the aforementioned time frame of 15 (fifteen) days and does not make available to the Provider the relevant documents certifying the deregistration within the aforementioned period, the Customer shall pay to the Provider penalties amounting to EUR 100 (one hundred) per day of delay, until the Customer makes available to the Provider the documents certifying the deregistration.

#### **B. Mailing address**

If the Customer has opted for a Service Package including the business mail address service, the terms and conditions below shall become applicable.

The Provider shall take over the Customer's correspondence and deliver it to the Premises, at the reception desk. In the standard mail service (service included in the monthly subscription for the head office), a maximum number of 15 (fifteen) items (envelopes, notifications, subpoena, letters, **faxes**, etc.) are included per month.

**If the maximum number of 15 (fifteen) items is exceeded, an additional fee shall be charged according to the Price List.**

**i. Colectare:** Serviciul de colectare corespondenta este disponibil in intervalul orar 08.30-18h00 in zilele lucratoare.

**Serviciu de corespondenta nu poate fi utilizat in pentru servicii de marketing (promotii, campanii publicitare, etc), colectare date personale, Furnizorul isi rezerva dreptul la exclusiva sa alegere sa returneze/refuze primirea unei astfel de corespondente, fara nicio sanctiune si/sau raspundere in sarcina sa.**

**ii. Transmitere:** Corespondenta primita de catre Client la receptie Aspace Business Center - ului va fi preluata de acesta direct de la receptia care deserveste exclusiv Aspace Business Center - ul, situata la parterul Cladirii.

**iii. Scan & Email:** In cazul in care Clientul autorizeaza Furnizorul sa deschida corespondenta, sa o scaneze si sa o transmita prin email la adresa de email indicata de catre Client, Furnizorul va fi exonerat de raspundere in ceea ce priveste interceptarea ilegala online a unei astfel de transmiteri.

#### **iv. Garantii**

Furnizorul nu ofera nicio garantie si nu poarta nicio raspundere pentru primirea corespondentei si nici pentru transmiterea acestora Clientului in afara orelor de program.

Furnizorul nu isi asuma nicio raspundere cu privire la lipsa de diligenta si/sau nepreluarea de catre Client a corespondentei de la receptie. Furnizorul va informa Clientul prin e - mail cu privire la corespondenta primita (oferind detaliile posibile si lizibile fara a se deschide plicul) insa raspunderea exclusiva pentru preluarea acesteia, in format fizic

**i. Collection:** The mail collection service is available from 08.30 a.m. to 6.00 p.m. on weekdays.

**The mail service cannot be used for marketing services (promotions, advertising campaigns, etc.), personal data collection, the Provider reserves its right, at the exclusive choice thereof, to return/refuse to receive such correspondence without any sanction and/or liability incumbent thereupon.**

**ii. Transmission:** The correspondence received by the Customer at the reception desk of Aspace Business Center shall be taken over directly from the reception desk exclusively serving the Aspace Business Center, located on the ground floor of the Building.

**iii. Scan & Email:** If the Customer authorizes the Provider to open the mail, to scan it and send it by e-mail to the email address indicated by the Customer, the Provider shall be exonerated from liability in terms of the illegal online interception of such transmission.

#### **iv. Warranties**

The Provider does not offer any guarantee and bears no liability for receiving the mail or for sending it to the Customer outside the business hours.

The Provider undertakes no liability for the lack of diligence and/or the Customer's failure to take over the mail from the reception desk. The Provider shall inform the Customer by e-mail about the received mail (providing the possible and legible details, without opening the envelope), but the sole liability for taking it over in physical

apartine Clientului.

In cazul in care s-au primit instructiuni pentru transmiterea prin email a corespondentei catre Client, Furnizorul este exonerat de raspundere in ceea ce priveste orice intarziere, transmitere defectuoasa a acesteia si totodata de orice raspundere cu privire la intarzieri cauzate de nefunctionarea echipamentului (calculator, internet, fax, etc de la receptie) si/sau lipsa fortei de munca a Furnizorului (inclusiv intreruperi spontane sau organizate de activitate, greva, etc).

**v. Incetare: In cazul incetarii Contractului - indiferent de motiv - Clientul declara ca a fost informat si accepta faptul ca orice corespondenta va fi returnata/refuzata la primire de catre Furnizor, incepand cu prima zi lucratoare ce urmeaza celei in care a intervenit incetarea.**

**vi. Raspundere:** In orice caz, Furnizorul nu va fi raspunzator pentru pierderea profitului de catre Client sau a altor pierderi ori daune indirecte, costuri, cheltuieli, etc cauzate de intarzieri in transmiterea si/sau primirea corespondentei de catre Client si Clientul are obligatia esentiala de a urmari transmiterea si primirea propriei corespondente.

### **C. Preluarea apelurilor telefonice**

In cazul in care, ca si parte a Pachetului de Servicii, Clientului i s-a alocat un numar de telefon - linia telefonica si numarul respectiv raman proprietate Clientului pe durata intregului Contract.

Furnizorul poate aloca alte linii telefonice, numere de telefon un mod unilateral cu informarea in prealabil a Clientului.

**Indiferent de optiunea Clientului, astfel cum aceasta este descrisa in Pachetul de Servicii este convenit in mod expres de catre parti, ca**

form belongs to the Customer.

In the event instructions have been received for e-mailing of the correspondence to the Customer, the Provider is exonerated from liability for any delay, the inappropriate transmission thereof and, at the same time, for any liability for delays caused by the failure of the equipment (computer, internet, fax, etc. at reception desk) and/or lack of the Provider's workforce (including spontaneous or organized activity breaks, strike, etc.).

**v. Termination: In case of termination of the Agreement - for whatever reason - the Customer states that it has been informed and accepts that any mail shall be returned / rejected upon receipt by the Provider, starting with the first business day following the one on which the termination occurred.**

**vi. Liability:** However, the Provider shall not be liable for loss of profits by the Customer or other indirect damages or loss, costs, expenses, etc. caused by delays in the mail transmission and/or receipt by the Customer and the Customer has the essential obligation to trace the transmission and receipt of its own mail.

### **C. Phone call pick-up**

If, as a part of the Service Package, the Customer has been assigned a telephone number - the telephone line and such number remain the property of the Customer throughout the Agreement.

The provider may unilaterally assign other telephone lines, telephone numbers, with the prior notification of the Customer.

**Regardless of Customer's option, as described in the Service Package, it is expressly agreed by the parties that the Provider and the personnel thereof shall not be liable for the loss of profit by**

Furnizorul si personalul acestuia nu va fi raspunzator pentru pierderea profitului de catre Client sau a altor pierderi ori daune indirecte, costuri, cheltuieli, etc cauzate de netransmiterea unui mesaj telefonic.

Preluarea apelurilor telefonice se poate face doar in cursul orelor de program si exclusiv in zile lucratoare.

### 1.2. Spatiu de lucru temporar - cubical/comun

(1) Pachetele de Servicii care au ca obiect asigurarea unui Spatiu de lucru temporar se presteaza conform regulii „**primul venit, primul servit**”, respectiv in ordinea prezentarii/rezervarilor facute de Clienti.

(2) Furnizorul nu isi asuma nicio raspundere pentru nicio pierdere, costuri, dauna, prejudiciu, etc - fie directe sau indirecte - cauzate de indisponibilitatea temporara a unui spatiu conform Pachetului de Servicii contractat avand in vedere regula mentionata mai sus.

### 1.3. Servicii conexe

In plus fata de Serviciile descrise in cuprinsul art. 1.1. si 1.2. de mai sus, Furnizorul poate presta si alte Servicii conexe acestora - servicii suplimentare comandate/consumate pe durata de sedere in cadrul Aspace Business Center - ului de catre un Client si care nu sunt incluse in Pachetul de Servicii standard (cu titlu de exemplu bauturi - ceai, apa, cafea pe durata unei intalniri, rezervare sala de conferinte, preluare telefoane, etc.) si care sunt listate la receptia Aspace Business Center - ului.

Serviciile conexe vor fi facturate si achitate separat de catre Client. De asemenea, in masura in care Furnizorul decide ca o cerere pentru un anumit Serviciu conex este excesiva, isi rezerva dreptul sa factureze o taxa aditionala.

the Customer or other indirect damages or loss, costs, expenses, etc. caused by the non-transmission of a telephone message.

Phone call pick-up can be done only during the business hours and exclusively on business days.

### 1.2. Temporary work space - cubical/shared

(1) The Service Packages contemplating to provide a temporary Work Space are provided according to the "**first come, first served**" rule, respectively in the order of presentation/bookings made by the Customers.

(2) The Provider undertakes no liability for any loss, costs, damage, prejudice, etc. - either direct or indirect - caused by the temporary unavailability of a space according to the contracted Service Package, taking into account the aforementioned rule.

### 1.3. Connected services

In addition to the Services described within art. 1.1. and 1.2. above, the Provider may also supply other Services related thereto - additional services ordered/consumed during the stay at the Aspace Business Center by a Customer and not included in the Standard Service Package (for example beverages - tea, water, coffee during a meeting, conference room booking, phone call pick-up, etc.) and that are listed at the reception desk of Aspace Business Center.

The related services shall be separately invoiced and paid by the Customer. At the same time, to the extent the Provider decides that an application for a particular related Service is excessive, it reserves the right to charge an additional fee.



**1.4. Reguli de utilizare aplicabile tuturor Pachetelor de servicii**

**(1) Dotarile Biroului/Spatiului de lucru temporar**

La momentul alocarii Spatiului de lucru temporar - in functie de dotarile disponibile si care urmeaza a fi utilizate in conformitate cu Pachetul de servicii achizitionat - Furnizorul poate solicita ca si conditie esentiala, anterioara prestarii Serviciului, semnarea unui Proces - verbal de predare - primire.

Clientul se angajeaza sa repare pe costul si cheltuiala sa, si fara intarziere, orice defect/prejudiciu/dauna/stricaciune cu privire la Birou/Spatiu temporar de lucru inclusiv, dar fara a se limita la, dotarile, instalatiile, accesoriile tehnice (de exemplu, cabluri, prize etc).

Orice suma retinuta cu titlu de garantie sau sub orice alta denumire de catre Furnizor in temeiul oricaror intelegeri contractuale dintre parti nu reprezinta o limitare a raspunderii Clientului pentru prejudiciile cauzate, acesta avand obligatia sa il repare integral.

**(2) Scopul utilizarii Spatiului de lucru temporar:** acesta poate fi utilizat exclusiv pentru activitati de birou. Numarul maxim de persoane care poate utiliza Spatiu de lucru temporar e cel precizat in **Termeni si Conditii Speciale - Sectiunea I.**

**(3) Supravegherea bunurilor personale. Asigurari**

Pe durata in care Clientul se afla in Aspace Business Center acesta are obligatia esentiala sa asigure paza si protectia bunurilor personale. Furnizorul nu raspunde pentru daunele bunurilor personale cauzate sau provocate de incendiu, cutremur, inundatie, furt, alte infractiuni suferite de Client, angajatii, reprezentantii, vizitatorii acestui in cadrul Aspace Business Center - ului

**1.4. Rules of use applicable to all service Packages**

**(1) Facilities of the temporary Office /Work Space**

Upon the assignment of the Temporary Work Space - depending on the equipment available and to be used in compliance with the purchased Service Package - the Provider may request as a prerequisite, prior to the Service supply, the signing of a delivery - receipt Protocol.

The Customer undertakes to repair, at its own cost and expense, without delay, any defect / prejudice / damage / deterioration related to the Temporary Office/Work Space including, but not limited to, the equipment, installations, technical accessories (e.g. cables, plugs, etc.).

Any amount retained as deposit or under any other denomination by the Provider in virtue of any contractual agreement between the parties does not represent a limitation of the Customer's liability for the caused damages, the latter being bound to fully remedy them.

**(2) Purpose of the use of the Temporary Work Space:** it can be used exclusively for office activities. The maximum number of people who can use the Temporary Work Space is the one indicated in the **Special Terms and Conditions - Section I.**

**(3) Supervision of the personal property. Insurance**

As long as the Customer is in the Aspace Business Center, it has the essential duty to provide the security and protection of the personal property. The Provider is not liable for damages to personal property caused or produced by fire, earthquake, flood, theft, other criminal offenses incurred by the Customer, employees, representatives, visitors thereof within Aspace Business Center (including

<p>(inclusiv in parcare acestuia).</p> <p>Este responsabilitatea Clientului sa incheie asigurari pentru bunurile personale aduse in Aspace Business Center si pentru obligatiile de plata asumate. Furnizorul recomanda ferm incheierea acestor asigurari de catre Client.</p> <p><b>(4) Nicio raspunderea cu privire la comportamentul tertilor</b></p> <p>Furnizorul nu raspunde pentru daunele bunurilor personale si/sau ale afacerii/activitatii desfasurate de catre Client cauzate sau provocate de comportamentul daunator al celorlalti Clienti de Servicii, utilizatori, furnizori, clienti, vizitatori ai Aspace Business Center - ului.</p> <p><b>(5) Regulamentul de Ordine Interioara</b></p> <p>Clientul nu va folosi Biroul/Spatiul de lucru temporar si nu va permite folosirea acestuia in orice scop ilegal sau care incalca ordinea publica si nu va perturba posesiunea sau folosinta pasnica a Furnizorului in ceea ce priveste Aspace Business Center - ul. Clientul va respecta si va actiona in conformitate cu Regulile, precum si cu toate regulile si regulamentele suplimentare adoptate sau modificate periodic de catre Furnizor, la alegerea acestuia, menite sa confere si sa mentina prestarea Serviciilor catre toti Clientii in conditii de siguranta, intretinerea, reputatia si curatenia Aspace Business Center - ului, precum si mentinerea bunei ordini in acestea. Furnizorul nu va raspunde fata de Client pentru incalcare Regulilor de catre alti Clienti sau terti, iar neaplicarea Regulilor cu privire la Client sau alti Clienti nu va constitui o renuntare a Furnizorului la aplicarea acestora. Furnizorul are dreptul de a aplica, in orice moment, la libera sa alegere, orice modificare necesara a Regulilor Centrului Comercial in scopul de a imbunatati</p>	<p>the parking lot thereof).</p> <p>It is the responsibility of the Customer to take out insurance for the personal property brought into the Aspace Business Center and for the undertaken payment liabilities. The Provider strongly recommends the takeout of such insurance by the Customer.</p> <p><b>(4) No liability for the behaviour of third parties</b></p> <p>The Provider is not liable for damages to the personal property and/or those of the Customer's business/ activity, caused or produced by the harmful behaviour of the other Service Customers, users, providers, clients, visitors of Aspace Business Center.</p> <p><b>(5) Internal Regulations</b></p> <p>The Customer shall not use the Temporary Office /Work Space and shall not allow for it to be used for any illegal purpose or breaching the public order and shall not disrupt the Provider's possession or peaceful use of Aspace Business Center. The Customer shall comply and act in compliance with the Rules, as well as with all the additional rules and regulations periodically adopted or amended by the Provider, at the sole discretion thereof, intended to confer and maintain the Service supply to all the Customers in safe conditions, the upkeep, reputation and cleanliness of Aspace Business Center, as well as preservation of the good order therein. The Provider shall not be liable towards the Customer for the breach of the Rules by other Customers or third parties, and the failure to apply the Rules related to the Customer or other Customers shall not represent a waiver by the Provider of the application thereof. The Provider is entitled to apply, at any time, at the own free choice thereof, any necessary amendments to the Rules of the</p>
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functionalitatea si functionarea Aspace Business Center - ului si de a reflecta nevoile Clientilor si schimbarile conditiilor tehnice pentru functionarea Aspace Business Center - ului si prestarea Serviciilor.

**Respectarea Regulamentului de ordine interioara este o obligatie esentiala si incalcarea acesteia da dreptul Furnizorului sa intrerupa pe loc prestarea Serviciului si sa escorte Clientul in afara Aspace Business Center - ului, avand inclusiv dreptul sa ii interzica temporar sau nelimitat accesul; in astfel de caz, la libera sa alegere, Furnizorul va putea retine cu titlu de dauna orice sume achitate in avans de catre Client.**

#### **(6) Instalarea de bunuri proprii**

Clientul nu va instala cabluri, nu va realiza conexiuni IT sau telecom/telex/fax fara acordul prealabil al Furnizorului, pe care Furnizorul are libertatea absoluta de a-l refuza. In cazul in care acesta din urma isi da acordul, Furnizorul va avea dreptul neingradit, nelimitat de a supraveghea orice instalari (IT si/sau sisteme electrice, etc) si sa verifice ca aceste instalari nu interfereaza cu utilizarea spatiului/Aspace Business Center - ului de catre alti Clienti, de catre Presator sau de catre Proprietarul Cladirii.

**Aceasta este o obligatie esentiala si incalcarea acesteia da dreptul Furnizorului sa intrerupa pe loc prestarea Serviciului si sa escorte Clientul in afara Aspace Business Center - ului, avand inclusiv dreptul sa ii interzica temporar sau nelimitat accesul; in astfel de caz, la libera sa alegere, Furnizorul va putea retine cu titlu de dauna orice sume achitate in avans de catre Client.**

Commercial Center, in order to improve the functionality and functioning of the Aspace Business Center and to reflect the needs of the Customers and the changes in the technical conditions for the operation of Aspace Business Center and Services.

**The compliance with the Internal Regulations is an essential obligation and the breach thereof entitles the Provider to immediately discontinue the Service supply and to escort the Customer outside the Aspace Business Center, including the right to forbid the access thereto temporarily or unlimited; in such a case, upon the free choice thereof, the Provider shall be entitled to withhold as damage any amounts paid in advance by the Customer.**

#### **(6) Installation of own effects**

The Customer will not install cables, make IT or telecom / telex / fax connections without the Provider's prior consent, which the Provider has the absolute freedom to refuse this. If the latter agrees, the Provider shall have the unlimited, unrestricted right to oversee any installations (IT and/or electrical systems, etc.) and to verify that these installations do not interfere with the use of space/Aspace Business Center by other Customers, by the Provider or by the Building Owner.

**This is an essential obligation and the breach thereof entitles the Provider to immediately discontinue the Service supply and to escort the Customer outside the Aspace Business Center, including the right to forbid the access thereto temporarily or unlimited; in such a case, upon the free choice thereof, the Provider shall be entitled to withhold as damage any amounts paid in advance by the Customer.**

### **(7) Chei, cartele de acces**

Toate seturile de chei/cartele de acces puse la dispozitia Clientului de catre Furnizor in vederea asigurarii accesului pe durata prestarii Serviciilor sunt si raman proprietatea Furnizorului. Este interzisa realizarea de duplicate, parasirea incintei Aspace Business Center - ului cu acestea si/sau punerea acestora la dispozitie unor terti.

**Aceasta este o obligatie esentiala si incalcarea acesteia da dreptul Furnizorului sa intrerupa pe loc prestarea Serviciului si sa escorte Clientul in afara Aspace Business Center - ului, avand inclusiv dreptul sa ii interzica temporar sau nelimitat accesul; in astfel de caz, la libera sa alegere, Furnizorul va putea retine cu titlu de dauna orice sume achitate in avans de catre Client.**

## **2. FURNIZAREA SERVICIILOR**

### **2.1. Accesul Furnizorului**

Avand in vedere faptul ca posesia intregului spatiu apartine pe intreaga desfasurare a contractului/prestarilor de servicii - indiferent de tipul acestora Furnizorului, Clientul intelege ca accesul Furnizorului la Birou si, in general, in orice parte a Aspace Business Center - ului nu poate fi restrictionat.

In cazul serviciilor de depozitare sau utilizare Birou individual in mod exclusiv, Clientul va lua masuri rezonabile de protejare a informatiilor/documentelor confidentiale, respectiv nu le va lasa la vedere si le va incuia.

In ceea ce priveste Biroul individual folosit in mod exclusiv - pe durata in care acesta este alocat Clientului - Furnizorul va informa in avans Clientul - prin email sau telefonic - cu privire la accesul sau

### **(7) Keys, access cards**

All sets of keys/cards access made available by the Provider to the Customer in order to provide access over the term of the Service supply are and remain the property of the Provider. It is forbidden to create duplicates, to leave the Aspace Business Center premises with them on and/or make them available to third parties.

**This is an essential obligation and the breach thereof entitles the Provider to immediately discontinue the Service supply and to escort the Customer outside the Aspace Business Center, including the right to forbid the access thereto temporarily or unlimited; in such a case, upon the free choice thereof, the Provider shall be entitled to withhold as damage any amounts paid in advance by the Customer.**

## **2. SERVICE SUPPLY**

### **2.1. Provider's Access**

Considering the fact that the possession of the entire space belongs, throughout the agreement /service supply - regardless of the type thereof, to the Provider, the Customer understands that the Provider's access to the Office and generally to any part of Aspace Business Center cannot be restricted .

In the case of storage services or of the use of an individual Office exclusively, the Customer shall take reasonable steps to protect the confidential information/ documents, respectively shall not leave them on sight and shall lock them.

As regards the exclusively used individual Office - over the time during which it is assigned to the Customer - the Provider shall inform the Customer in advance - by e-mail or by telephone - about the

in zona in care acesta se gaseste. In cazurile de urgenta, caz fortuit si/sau de forta majora - accesul se va face chiar si in lipsa informarii prealabile, fara nicio sanctiune sau limitare in sarcina Furnizorului.

## **2.2. Disponibilitatea unui Serviciu. Rezervari**

Accesarea Serviciilor de furnizare Spatiu de lucru temporar indiferent de Pachetul contractat de catre Client (cu exceptia celor care au inclus un Pachet un Spatiu de lucru garantat, respectiv rezervat) se face in ordinea prezentarii in Aspace Business Center a Clientilor.

Pentru ca Clientul sa se asigure ca are acces la un Spatiu de lucru temporar poate accesa serviciul de rezervare.

Confirmarea in scris a rezervarii va fi transmisa Clientului prin orice mijloc de comunicare, in cel mai scurt timp posibil si cel tarziu intr-o zi lucratoare de la data primirii solicitarii Clientului. Confirmarea va include elementele esentiale ale rezervarii, numarul de ore in care Serviciul este disponibil, Pretul, Serviciile incluse in utilizarea Spatiului de lucru temporar daca va fi cazul (in functie de Pachetul de Servicii accesat).

Inregistrarea rezervarii facute de catre Client si expedierea confirmarii vor reprezenta dovada rezervarii solicitate de catre Client si a acceptarii solicitarii de catre Furnizor.

In cazul in care s-a achitat un avans pentru rezervare si/sau in cazul Pachetelor de Servicii cu ore incluse - neprezentarea pentru utilizarea Spatiului de lucru temporar echivaleaza cu utilizarea Serviciului respectiv urmand ca in functie de caz - avansul sa fie retinut integral si/sau orele pentru care s-a facut rezervarea sa fie deduse din

access or the area where it is located. In cases of emergency, Act of God and/or force majeure - access shall be made even in the absence of prior notification, without any penalty or limitation incumbent upon the Provider.

## **2.2. Availability of a Service. Booking**

Accessing the Temporary Work Space supply Services, regardless of the Package contracted by the Customer (except for those having included a guaranteed, respectively reserved Work Space Package) is made in order to present Aspace Business Center to the Customers.

In order for the Customer to ensure that it has access to a temporary Work Space, it can access the booking service.

The written confirmation of the booking shall be sent to the Customer by any means of communication as soon as possible and at the latest within one business day of the date of receipt of the Customer's request. The confirmation shall include the essential elements of the booking, the number of hours during which the Service is available, the Price, the Services included in the use of the temporary Work Space, if applicable (depending on the accessed Service Package).

The registration of the booking made by the Customer and the sending of the confirmation shall represent evidence of the booking requested by the Customer and the acceptance of the request by the Provider.

If an advance payment has been made for the booking and/or in the case of Service Packages with included hours - the non-presentation for the use of the Temporary Work Space is equivalent to the use of such Service, as applicable - the advance payment being fully retained and/or the hours for

numarul total de ore.

### 2.3. Utilitati. Disponibilitate internet si telefonie

Partile convin prin prezenta ca Furnizorul nu va fi responsabil fata de Client cu privire la intreruperea serviciilor de utilitati publice si a serviciilor comune, inclusiv orice eventuale insuficiente sau scaderea calitatii furnizarii utilitatilor.

**Serviciu IT:** Pentru evitarea oricarei neintelegeri, Furnizorul nu ofera nicio garantie cu privire la securitatea retelei Furnizorului (sau a Internetului) sau a oricaror informatii pe care Clientul le pune pe retea. Clientul trebuie sa adopte orice masuri de securitate (cum ar fi incriptarea) pe care le considera corespunzatoare situatiei sale. Furnizorul nu poate garanta atingerea unui anumit grad de disponibilitate referitor la folosirea de catre Client a retelei Furnizorului (sau a Internetului). Unicul si exclusivul remediu al Clientului va fi diligenta depusa de catre Furnizor de a imbunatati calitatea retelei (daca nu implica costuri suplimentare pentru Furnizor) si/sau luarea de masuri impreuna cu furnizorul serviciului de internet pentru corectarea disfunctionalitatilor semnalate de catre Client intr-un termen rezonabil dupa sesizarea scrisa transmisa de catre Client.

### 3. OBLIGATIILE CLIENTULUI

**3.1.** Pe durata cat Clientul beneficiaza de Servicii si se afla in incinta Aspace Business Center - ului, Clientul isi va desfasura activitatea cu maxima diligenta, avand, printre altele, urmatoarele obligatii esentiale:

- de a folosi Biroul/Spatiu de lucru temporar si in conformitate cu destinatia spatiului;
- de a nu derula nicio activitate care ar putea avea un impact negativ asupra

which the booking was made being deduced from the total number of hours.

### 2.3. Utilities: Internet and telephony availability

The Parties hereby agree that the Provider shall not be liable towards the Customer for the interruption of the public utilities and services, including any insufficient or decreased in the quality of the supply of the utilities.

**IT service:** In order to avoid any misunderstanding, the Provider does not provide any warranty as to the security of the Provider's (or the Internet) network or any information that the Customer places on the network. The Customer must adopt any security measures (such as encryption) that it considers appropriate for the situation thereof. The Provider cannot guarantee a certain degree of availability in terms of the Customer's use of the Provider's (or the Internet) network. The sole and exclusive remedy of the Customer shall be the diligence provided by the Provider, in order to improve the quality of the network (if it does not involve additional costs for the Provider) and/or taking measures along with the Internet Service Provider, in order to correct the dysfunctions communicated by the Customer within a reasonable time frame after the written notification sent by the Customer.

### 3. CUSTOMER'S OBLIGATIONS

**3.1.** As long as the Customer benefits from the Services and is located within Aspace Business Center, the Customer shall carry out its activity with the utmost diligence, having, inter alia, the following essential obligations:

- to use the Office/Work Space temporarily and in compliance with the destination of the premises;

imaginii Aspace Business Center - ului;

- de a folosi Biroul/Spatiu de lucru temporar intr-o modalitate preventiva impotriva distrugerilor sau a daunelor cauzate acestuia cat si Aspace Business Center - ului si de a se asigura ca, atat el cat si angajatii sai, clientii sau orice persoana care actioneaza in numele Clientului sau prezent in Aspace Business Center, nu cauzeaza nicio inconvenienta Furnizorului, Proprietarului Cladirii in care se afla Aspace Business Center - ul sau celorlalti Clienti/ocupanti care se afla in Cladirea unde e localizat Aspace Business Center - ul. Daca terte parti – in special alti Clienti ai Aspace Business Center - ului/Proprietarul/Furnizorul – sufera daune ca urmare a conduitei, actiunii si/sau omisiunii Clientului si a persoanelor enumerate mai sus, Clientul va trebui de indata sa elimine aceste consecinte si sa-l garanteze pe Furnizor impotriva tuturor actiunilor in raspunderea acestuia;
- de a se asigura ca angajatii Clientului si orice alti terti care se afla la Birou/Spatiu de lucru temporar respecta Regulamentul de Ordine Interioara si orice alte obligatii pe care Clientul si le-a asumat si ca aceste obligatii sunt legal asumate de aceste parti prin contract sau in alta modalitate.

**3.2.** Clientul va raspunde pentru toate actele si/sau faptele culpabile dupa cum si pentru omisiunile tuturor angajatilor, functionarilor, agentilor, furnizorilor, personalului calificat, clientilor, invitatilor si ale oricaror persoane care actioneaza in numele Clientului sau care au permisiunea Clientului sa intre in Aspace Business Center. Prezenta prevedere se va

- not to perform any activity that could have a negative impact on the image of Aspace Business Center;
- to use the temporary Office / Work Space in a preventive way against the destruction or damage caused thereto, as well as to Aspace Business Center and to ensure that both it and the employees, customers thereof or any person acting on behalf of the Customer, who is present within Aspace Business Center, does not cause any inconvenience to the Provider, the Building Owner of Aspace Business Center or the other Customers/occupants that are in the building where Aspace Business Center is located. If third parties - in particular other Customers of Aspace Business Center /the Owner / Provider - suffer damages as a result of the conduct and/or omission of the Customer and of the aforementioned people, the Customer shall immediately have to remove these consequences and guarantee the Provider against all actions incumbent upon the liability thereof;
- to ensure that the Customer's employees and any other third parties at the Temporary Office/Workplace comply with the Interior Regulations and any other obligations that the Customer has undertaken and that these obligations are duly undertaken by these parties by contract or otherwise.

**3.2.** The Customer shall be liable for all actions and/or culpable deeds, as well as for the omissions of all the employees, officers, agents, providers, qualified staff, customers, guests and any people acting on behalf of the Customer or having the Customer's permission to enter Aspace Business Center. This provision shall apply regardless of whether or

aplica indiferent daca in prezentul Contract se face sau nu o referire exacta la persoanele mentionate in prezentul articol.

#### **4. DURATA**

Conform prevederilor din cuprinsul Sectiunii I.

#### **5. TARIFELE FURNIZORULUI. PLATA**

**5.1.** Serviciile Furnizorului sunt tarificate conform Pachetului de Servicii achizitionat de catre Client. Furnizor isi rezerva dreptul de a introduce oricand, cu respectarea prevederilor legale in vigoare, tarife pentru oricare nou serviciu oferit Clientului.

Planul Tarifar ales de catre Client se mentine pe o perioada initiala a contractului si nu poate fi schimbat decat dupa expirarea perioadei initiale. Categoriile de planuri tarifare comercializate de Furnizor sunt cele mentionate pe site - ul [www.aspace.ro](http://www.aspace.ro) si au fost prezentate Clientului, astfel incat acesta a putut alege pachetul dorit .

Tariful pentru serviciile taxate pe ora se calculeaza pe ora de 55 minute. Depasirea orei contractuale cu maxim 5 minute nu se taxeaza, depasirea cu 6 - 20 minute se considera jumatate de ora contractuala si se taxeaza ca atare, depasirea cu mai mult de 20 minute a duratei orei contractuale (respectiv de 55 minute) se considera ora contractuala prestata.

**5.2.** Clientul se obliga sa plateasca pretul Serviciilor furnizate incluzand Tarifal Pachetului de Servicii Achizitionat, costul serviciilor conexe solicitate si facturate la tarifele valabile la data prestarii, precum si orice alte taxe necesare accesului la Serviciile

not an exact reference is made in this Agreement to the people referred to in this article.

#### **4. TERM**

According to the provisions within Section I.

#### **5. PROVIDER'S FEES. PAYMENT**

**5.1.** The Provider's services are charged according to the Service Package purchased by the Customer. The Provider reserves its right to introduce, at any time, rates for any new service provided to the Customer, in full observance of the applicable legal provisions.

The Rate Plan chosen by the Customer is maintained for an initial period of the contract and can not be changed until after the end of the initial period. The categories of rate plans marketed by the Provider are those listed on the [www.aspace.ro](http://www.aspace.ro) website and have been presented to the Customer, so that he could choose the desired package.

The rate for hourly services is calculated for a 55-minute hour. The exceeding of the contractual time by maximum of 5 minutes is not charged, the exceeding by 6 to 20 minutes is considered to be half a contractual hour and is charged as such, the exceeding of the contract length by more than 20 minutes (respectively 55 minutes) is considered one provided contractual hour.

**5.2.** The Customer undertakes to pay the price of the provided Services, including the Rate of the Purchased Service Package, the cost of the related services requested and invoiced at the rates valid on the supply date, as well as any



solicitate si neincluse in Pachetul contractat sau la schimbarea optiunii initiale pe parcursul executarii contractului.

**5.3.** Pretul Serviciilor din Contractul de Prestari Servicii este stabilit in EURO, la care se adauga valoarea TVA si se calculeaza la cursul RON din data facturarii.

**5.4.** Plata Serviciilor se face pe baza de factura emisa de Furnizor/bon fiscal dupa caz. Plata facturii este considerata o obligatie esentiala a Clientului.

**5.5.** Clientul va plati serviciile facturate la data scadentei, sau in avans (in situatiile prevazute in prezentul Contract sau expres prevazute pentru anumite Pachete de Servicii). scadentei inseamna o perioada de 7 (sapte) zile calendaristice de la data emiterii facturii. Dupa expirarea acestei perioade, Clientul se afla de drept in intarziere.

**5.6. Modalitati de plata a facturii.** Factura se poate achita prin urmatoarele mijloace de plata: numerar, card bancar, transfer bancar.

**5.7. Comunicarea facturii:** Factura se va transmite Clientului in format electronic pe email sau se va inmana personal (dupa caz). Obligatia de plata a Clientului pentru Pachetul de Servicii contractat este independenta de refuzul sau neacceptarea facturii transmise de catre Furnizor/bonului fiscal dupa caz.

**6.5. Termen de plata: Cu exceptia Pachetelor de Servicii care se achita in avans sau a celor cu executare instantanee care se achita pe loc, daca in Sectiunea I nu s-a agreat altfel,** Clientul se obliga sa achite suma facturata in termen de 5 (cinci) zile calendaristice de la

other fees necessary for the access to the requested Services and not included in the contracted Package or upon the change of the initial option during the performance of the agreement.

**5.3.** The Price for the Services from the Office Service Supply Agreement is set in Euro plus the VAT applicable, and is calculated at the RON course on the invoicing date.

**5.4.** The payment of the Services is made in virtue of the invoice issued by the Provider / fiscal receipt, as applicable. The payment of the invoice is considered an essential obligation of the Customer.

**5.5.** The Customer shall pay the invoiced services on the due date, or in advance (in the situations stipulated in this Agreement or expressly stipulated for certain Service Packages). Due date means a period of 7 (seven) calendar days as of the date of issue of the invoice. After the expiry of this period, the Customer is rightfully in default.

**5.6. Invoice payment methods.** The invoice can be paid by the following payment methods: cash, bank card, bank transfer.

**5.7. Invoice communication:** The invoice shall be sent to the Customer in electronic format by e-mail or handed over in person (as applicable). The Customer's payment liability for the contracted Service Package is independent of the refusal or non-acceptance of the invoice sent by the Provider /fiscal receipt, as applicable.

**6.5. Payment Term: Except for the Service Packages that are paid in advance or those with instant performance, that are paid on the spot, unless otherwise agreed in Section I,** the Customer undertakes to pay the invoiced amount within 5 (five) calendar days of the

comunicarea facturii.

## 6. INTARZIERI LA PLATA

**6.1.** Pentru Serviciile/facturile neplatite la termen (dupa caz) Clientul va plati penalitati de intarziere in cuantum de 0,5%/zi de intarziere, cu titlu de daune moratorii pana la plata intregii sume.

**6.2. Imputatia platii.** Conform intelegerii partilor plata facuta de catre Client se va imputa astfel: mai intai se va imputa plata asupra penalitatilor iar apoi asupra sumelor principale scadente incepand cu datoria cea mai veche.

**6.3. Suspendarea Serviciului.** Furnizorul poate suspenda Serviciul din motive imputabile Clientului, in urmatoarele situatii exemplificative si nu limitative: in cazul in care Clientul nu plateste la termen suma facturata atat pentru Serviciile furnizate si/sau pentru Serviciile conexe solicitate, fie inregistreaza debite, etc. Suspendarea serviciului in baza motivelor aratate mai sus, se face intotdeauna cu anuntarea Clientului fie telefonica, fie personal cand acesta se afla in Aspace Aspace Business Center.

**Consecintele suspendarii asupra celorlalte drepturi si obligatii contractuale:** imposibilitatea utilizarii vreunui spatiu de lucru temporar, a dotarilor/facilitatilor, imposibilitatea de achizitionare noi Pachete de Servicii, retragerea unor bonusuri sau discounturi.

**6.4. Pentru lipsa de credibilitate a Clientului,** ca urmare a cazurilor de mai sus, Furnizorul poate aplica suspendarea serviciului pentru toate Serviciile contractate si prestate in

invoice communication.

## 6. PAYMENT DELAYS

**6.1.** For the Services /invoices not duly paid (as applicable), the Customer shall pay late payment penalties amounting to 0.5% /day of delay, as moratory damages, until the payment of the full amount.

**6.2. Payment charge.** According to the agreement of the parties, the payment made by the Customer shall be charged as follows: firstly, the payment of penalties shall be charged, and then the due principal amounts, starting with the oldest debt.

**6.3. Service suspension.** The Provider may suspend the Service for reasons imputable to the Customer in the following exemplary and not limitative situations: if the Customer fails to pay in due time the amount invoiced both for the provided Services and/or for the requested related Services or records debts, etc. The suspension of the service in virtue of the aforementioned reasons is always done with the notification of the Customer, either by telephone or when it is in the Aspace Business Center.

**Consequences of suspension on other contractual rights and obligations:** the impossibility of use of any temporary work space, equipment/facilities, the impossibility of purchase of new Service Packages, withdrawal of bonuses or discounts.

**6.4. For the Customer's lack of credibility,** as a consequence of the cases above, the Provider may apply for the suspension of the Service for all the contracted and not provided Services,

contul aceluiași Client, chiar dacă întârzierea la plată a intervenit doar pentru un singur Serviciu oferit de Furnizor.

## **7. INCETAREA CONTRACTULUI**

**In cazul în care pentru Pachetul de Servicii pentru care a optat Clientul, plata Pachetului se face în avans/are caracter nerambursabil, neachitarea Pretului are drept efect încetarea de drept a prezentului contract, fără a fi necesară transmiterea niciunei notificări sau proceduri prealabile, fără punere în întârziere și fără intervenția instanței și fără drept la compensație sau despăgubiri.**

## **8. EFECTELE INCETĂRII**

**8.1.** În cazul în care prezentul contract încetează din orice motiv, Clientul va plăti Serviciile furnizate datorate înainte de încetarea contractului, inclusiv orice sumă datorată potrivit art. 1.3 (acolo unde este cazul).

**8.2.** În termen de 60 de zile calendaristice de la încetarea contractului, Furnizorul va înapoia Clientului, la solicitarea expresă a acestuia, sumele depuse cu titlu de garanție, mai puțin pe acelea pe care Clientul le datorează către Furnizor.

**8.3.** La data încetării Contractului indiferent de motiv, Clientul va elibera imediat spațiul și îl va preda în aceleași condiții în care a fost preluat de Client.

În cazul Birourilor fixe individuale, la plecare sau pe baza opțiunii Clientului, în cazul în care acesta alege să se mute într-o altă încăpere din

în contul aceluiași Client, chiar dacă întârzierea la plată a intervenit doar pentru un singur Serviciu oferit de Furnizor.

## **7. TERMINATION OF THE CONTRACT**

**In case, for the Service Package for which the Customer opted, the Package is paid in advance /has a non-refundable nature, the failure of payment of the Price has the effect of rightful termination of this agreement, without any prior notification or prior written procedure being necessary, without placement in default and without the intervention of the law court and without any right to compensation or indemnification.**

## **8. TERMINATION EFFECTS**

**8.1.** In the event this agreement terminates for any reason, the Customer shall pay the provided Services due before the termination of the agreement, including any amount owed pursuant to art. 1.3 (where applicable).

**8.2.** Within 60 calendar days of the termination of the agreement, the Provider shall return to the Customer, upon the express request thereof, the amounts deposited as collateral, except for those that the Customer owes to the Provider.

**8.3.** Upon termination of the Agreement for any reason, the Customer shall immediately release the space and hand it over in the same conditions as taken over by the Customer.

In the case of individual fixed Offices, upon departure or based on the Customer's option,

Aspace Aspace Business Center, Furnizorul va aplica taxa in vigoare pentru Serviciu de renovare a biroului, penru a acoperi curatenia si testarea normala a echipamentului/dotarilor (dupa caz) si pentru a readuce spatiul(iile) la starea initiala. Valoarea taxei va fi comunicata anterior Clientului.

**8.4.** In cazul in care, la incetarea din orice motiv a Contractului, Clientul isi lasa orice bunuri proprii in Aspace Aspace Business Center, Furnizorul le poate inlatura pe costul Clientului, in orice mod ales de Furnizor, fara ca acesta sa raspunda pentru astfel de bunuri sau pentru veniturile realizate din vanzarea acestora.

**8.5. Indiferent de motivul care determina incetarea contractului si/sau prestarea unui Serviciu (cu exceptia culpei exclusive a Furnizorului) Clientul ramane obligat la plata Serviciilor contractate si prestate de catre Furnizor, precum si a celor asupra carora partile au convenit ca au caracter nerambursabil.**

**ABONAMENTELE ORARE PENTRU PACHETE DE SERVICII AFERENTE UNEI PERIOADE DE MAXIM 30 DE ZILE (O LUNA CALENDARISTICA DUPA CAZ) SUNT NERAMBURSABILE SI SE ACHITA IN AVANS.**

**9. UTILIZAREA NEREZONABILA SAU INADECVATA A SERVICIILOR SI DOTARILOR/FACILITATILOR. ABUZUL.**

**9.1. Utilizarea rezonabila a Serviciilor.** Serviciile sunt destinate utilizarii rezonabile, pentru nevoile proprii ale Clientului, conform destinatiei convenite si cu respectarea termenilor si conditiilor mentionate in

if the Customer chooses to move to another room of Aspace Business Center, the Provider shall apply the fee for the office refurbishment Service, to cover the cleaning and normal testing of the equipment / endowments (as applicable) and to return the premises to the initiation condition thereof. The value of the fee shall be subsequently communicated to the Customer.

**8.4.** If, upon the termination of the Agreement for any reason, the Customer leaves any property in Aspace Business Center, the Provider may remove them at the Customer's expense, in any manner chosen by the Provider, without being liable for such property or for the proceeds resulted from the sale thereof.

**8.5. Regardless of the reason determining the termination of the agreement and/or the supply of a Service (except for the Provider's exclusive fault), the Customer remains bound to pay the contracted Services and supplied by the Provider, as well as those for which the parties have agreed as being non-refundable.**

**HOURLY SUBSCRIPTIONS FOR SERVICE PACKAGES RELATED TO A MAXIMUM PERIOD OF 30 DAYS (ONE CALENDAR MONTH, AS APPLICABLE) ARE NON-REFUNDABLE AND PAID IN ADVANCE.**

**9. UNREASONABLE OR INAPPROPRIATE USE OF THE SERVICES AND ENDOWMENTS / FACILITIES. ABUSE.**

**9.1. Reasonable use of the Services.** The Services are intended for reasonable use, for the Customer's own needs, according to the agreed destination and in compliance with the terms and conditions set forth in this

cuprinsul prezentului Contract.

**9.2. ComercIALIZAREA Serviciilor catre terti sau utilizarea Serviciilor in scopul obtinerii de profit** sunt considerate utilizari inadecvate ale Serviciilor, neautorizate si nu sunt permise in baza prezentelor termeni si conditii.

**9.3. Utilizarea abuziva a Serviciilor.** Este considerata utilizare abuziva si este interzisa utilizarea Serviciilor in vederea: altor scopuri decat cele prevazute in contract, in vederea recrutarii personalului Furnizorului, obstructionarii functionarii in conditii normale a activitatii in Aspace Business Center, accesarii retelei Furnizorului si/sau accesarii remote a terminalelor Clientilor din Aspace Business Center, propagarii de mesaje de tip SMS - indiferent de scop in randul Clientilor din Aspace Business Center, activitati de marketing, publicitate, propaganda si alte asemenea in cadrul Aspace Business Center - ului.

**9.4. Incalcare de catre Client a obligatiilor prevazute in articolul 9** constituie fie o incalcare a bunelor practici, o utilizare nerezonabila sau inadecvata, fie o utilizare abuziva/ frauduloasa si atrage raspunderea contractuala, indivizibila a Clientului pentru contractul de Servicii incheiat cu Furnizorul, indiferent de Pachetul de Servicii contractat. De la data constatarii incalcarii obligatiilor impuse prin prezentul articol sau existentei unei suspiciuni intemeiate privind aceasta incalcare, Furnizorul are dreptul de a lua oricare dintre urmatoare masuri, cumulativ sau separat:

- sa retraga unilateral orice forma de discount/ bonus acordat Clientului;
- sa suspende temporar, pana la

Agreement.

**9.2. The resale of the Services to third parties or use of Services in order to make profit** are considered inappropriate use of the Services, unauthorized and not allowed under these terms and conditions.

**9.3. Abusive use of the Services.** It is considered abusive use and it is forbidden to use the Services for: purposes other than those stipulated in the agreement, for the recruitment of the Provider's personnel, obstruction of the normal operation of Aspace Business Center, access to the Provider's network and/or remote access of the terminals of the customers in Aspace Business Center, SMS messaging - regardless of purpose among the customers of Aspace Business Center, for marketing, advertising, propaganda activities and as such within Aspace Business Center.

**9.4. The Customer's breach of the obligations set forth in article 9** represents either a violation of the good practices, unreasonable or inappropriate use, or misuse/ fraudulent use and entails the Customer's contractual, indivisible liability for the service Agreement concluded with Provider, regardless of the contracted Service Package. As of the acknowledgment date of the breach of obligations imposed by this article or the existence of a substantiated suspicion of such breach, the Provider is entitled to take any of the following measures, either cumulatively or separately:

- to unilaterally withdraw any form of discount/bonus granted to the Customer;

urmatorul ciclu de facturare, accesul Clientului la Serviciul pentru care s-a constatat incalcarea;

- sa suspende temporar, pana la urmatorul ciclu de facturare, accesul Clientului in Aspace Business Center;
- sa rezilieze unilateral si de plin drept Contractul si sa solicite daune in cuantumul descris in art. 9.5 de mai jos; in cazul in care pentru anumite obligatii sunt prevazute in cuprinsul contractului si alte penalitati, acestea se vor cumula cu cea mentionata in art. 9.5 de mai jos.

**9.5.** In cazul incalcarii obligatiilor prevazute la art. 9, Furnizorul este indreptatit, de asemenea, la plata unor daune in cuantum de 500 euro, daune ce pot fi retinute automat de catre Furnizor din orice sume platite in avans de catre Client, indiferent de contractul in baza caruia au fost platite.

## **10. RASPUNDEREA FURNIZORULUI**

**10.1.** Furnizorul nu va fi raspunzator fata de Client, utilizator sau terte persoane pentru nicio dauna, pierdere de profit, beneficii nerealizate, ratarea unor ocazii de afaceri, pierderea sau deteriorarea datelor sau alte pierderi suferite de Client rezultate direct sau indirect din folosirea Serviciilor si echipamentelor de comunicatii/dotarilor, nefunctionarea unui Serviciului/a unui echipament de comunicatii din motive de ordin tehnic si/sau din actiunea unor terti.

**10.2.** Furnizorul nu raspunde de nicio dauna directa sau indirecta cauzata Clientului de indisponibilitatea sau de functionarea defectuoasa a unui Serviciu. Furnizorul isi declina orice raspundere pentru utilizarea

- to temporarily suspend, until the next billing cycle, the Customer's access to the Service for which the breach was ascertained;
- to temporarily suspend the Customer's access to Aspace Business Center, until the next billing cycle;
- to unilaterally terminate the Contract and to claim damages in the amount described in art. 9.5 below; in the case where other penalties are also stipulated in the agreement for certain obligations, they will cumulate to the one mentioned in art. 9.5 below.

**9.5.** In case of breach of the obligations set out in art. 9, the Provider is also entitled to the payment of damages amounting to EUR 500, damages that may be automatically retained by the Provider from any amounts paid in advance by the Customer, irrespective of the agreement in virtue whereof they were paid.

## **10. PROVIDER'S LIABILITY**

**10.1.** The Provider shall not be liable towards the Customer, the user or third parties for any damages, loss of profits, unrealized benefits, loss of business opportunities, loss or damage of data or other loss incurred by the Customer, directly or indirectly resulting from the use of the Services and communication equipment/endowment, malfunction of a Service /a piece of communication equipment for technical reasons and/or due to the action of third parties.

**10.2.** The Provider is not liable for any direct or indirect damage to the Customer caused by the unavailability or malfunction of a Service. The Provider disclaims any liability for the fraudulent / inappropriate / abusive use of the

frauduloasa/ inadecvata/abuziva a Serviciilor de catre Client, in sensul articolului 9 de mai sus.

**10.3. Limitarea raspunderii financiare:** In toate cazurile, raspunderea financiara a Furnizorului fata de Client este limitata la de 5 ori pretul contractului fara a putea depasi suma de 500 Euro.

## 11. NOTIFICARI

**11.1.** Toate notificările efectuate ca urmare a prezentului Contract (de către fiecare Parte la acesta) se vor efectua în scris și vor fi transmise prin fax sau e-mail, urmată de expedierea originalului printr-una din următoarele metode: personal, prin curier, sau prin posta – scrisoare recomandată cu confirmare de primire. Notificările vor fi valabile îndeplinite dacă sunt transmise la adresele indicate în **Termeni și Condiții Speciale - Secțiunea I.**

Notificările vor fi considerate primite la data expedierii prin fax sau email, dacă aceasta este o zi lucrătoare iar expedierea s-a făcut înaintea orei 17:00, ori în caz contrar în următoarea zi lucrătoare.

**11.2.** Partile se angajează să-și notifice reciproc imediat orice schimbare de adresă de comunicare/a sediului sau de număr de fax; în caz contrar, considerându-se că notificarea/cererea/comunicarea a fost trimisă în mod valabil la vechea adresă/număr de fax.

## 12. SUBCONTRACTAREA SI CESIUNEA

**12.1.** Furnizorul poate subcontracta liber

Services by the Customer, within the meaning of article 9 above.

**10.3. Limitation of the financial liability:** In all cases, the Provider's financial liability towards the Customer is limited to 5 times the contract price, without exceeding the amount of EUR 500.

## 11. NOTICES

**11.1.** All notifications made pursuant to this Agreement (by each Party thereto) shall be made in writing and shall be sent by fax or e-mail, followed by sending of the original by one of the following methods: in person, by courier, or by post - registered letter with acknowledgment of receipt. The notifications shall be validly made if they are sent to the addresses indicated in the **Special Terms and Conditions - Section I.**

Notifications shall be deemed received on the date of the dispatch thereof by fax or e-mail, if it is a business day, and the dispatch was made before 5:00 p.m. or otherwise on the next business day.

**11.2.** The Parties undertake to immediately notify each other about any change of notification address /head office or fax number; otherwise it is considered that the notification /letter /request /communication was validly sent to the former address /fax number.

## 12. SUBCONTRACTING AND ASSIGNMENT

**12.1.** The Provider may freely subcontract the

prestarea serviciilor ce fac obiectul acestui contract, le poate cesiona si/sau nova la libera sa alegere, inclusiv unor institutii financiar-bancare drepturile sale de creanta rezultate din contract fara consimtamantul prealabil al Clientului.

**12.1.** In privinta Clientului, contractul este incheiat intuitu personae si nu poate face obiectul niciunei subcontractari si/sau cesiuni fara acordul prealabil al Furnizorului, in caz contrar contractul incetand de drept, fara nicio alta formalitate prelabila, fara interventia instantei.

### **13. ANGAJATI**

**13.1.** Pe durata prezentului contract si pe o perioada de sase luni de la incetarea acestuia sau de la incetarea prestarii ultimului Serviciu (care data e ultima), Clientul nu poate solicita sau nu poate oferi in mod deliberat angajarea oricarui membru al personalului celeilalte parti. Aceasta obligatie se refera la orice angajat care lucreaza in Aspace Business Center pana la data la care ii expira contractul de angajare/inceteaza contractul de angajare si o perioada de trei luni dupa acesta. In cazul in care este incalcata aceasta obligatie, Clientul va achita cu titlu de penalitate echivalentul salariului brut pe un an, baza de calcul constituind-o ultimul salariu brut aferent ultimei luni calendaristice de minim 30 de zile.

Prezenta clauza nu impiedica vreuna dintre parti sa angajeze persoana care raspunde cu buna credinta si in mod independent unui anunt pentru publicul larg.

supply of the services contemplated by this agreement, may assign them and/or may novate, at the free choice thereof, including to financial-banking institutions, the liens resulted from the contract, without the prior consent of the Customer.

**12.1.** As regards the Customer, the agreement is concluded intuitu personae and cannot be subject to any subcontracting and/or assignment without the Provider's prior consent, otherwise the agreement being rightfully terminated, without any prior formality, without the intervention of the law court.

### **13. EMPLOYEES**

**13.1.** Over the term of this agreement and for a period of six months as of the termination thereof or as of the termination of the last Service (date being the last), the Customer may not request or may not deliberately offer employment to any member of the staff of the other party. This obligation refers to any employee working in Aspace Business Center until the expiry of the employment contract thereof/ the termination of the employment contract and for a subsequent period of three months. In the event this obligation is breached, the Customer shall pay as a penalty the equivalent of the gross salary for one year, the basis for the calculation being the last gross salary corresponding to the last calendar month of minimum 30 days.

This clause does not prevent either party from employing the person responding in good faith and independently to an announcement addressed to the general public.



## 14. DISPOZITII FINALE

### 14.1. Confidentialitate: Confidentialitate:

Termenii prezentului contract sunt confidentiali. Nici Furnizorul si nici Clientul nu vor dezvalui acesti termeni fara acordul celuilalt, cu exceptia cazului in care aceasta dezvaluire este prevazuta prin lege sau este solicitata de o autoritate oficiala. Aceasta obligatie va continua sa fie in vigoare dupa incetarea prezentului contract.

**14.2. Subordonare:** Prezentul contract este subordonat contractului de inchiriere pe care Furnizorul l-a incheiat cu proprietarul si oricaror alte contracte la care contractul de inchiriere dintre Furnizor si proprietar este subordonat.

**14.3. Legea aplicabila:** Acest contract este interpretat si aplicat in concordanta cu legile din Romania iar instanta competenta este cea din raza careia se afla sediul Furnizorului.

**14.4. Executarea silita:** Clientul trebuie sa plateasca orice costuri rezonabile si de drept, inclusiv taxe legale, pe care Furnizorul le suporta pentru executarea silita a prezentului contract, exceptand cazul medierii, in care Furnizorul si Clientul isi vor suporta fiecare costurile de mediere.

**14.5. Negocierea clauzelor contractuale:** Acest contract este rezultatul negocierilor purtate intre parti cu privire la continutul sau, neexistand nicio clauza neagreata in mod expres de catre acestea, contractul incluzand toate elementele esentiale si secundare asupra carora Partile au convenit. Mai mult, fiecare Parte declara prin prezentul ca a citit, a inteles, este de acord si accepta in mod expres clauzele prevazute in contract.

## 14. FINAL PROVISIONS

**14.1. Confidentiality: Confidentiality:** The terms of this agreement are confidential. Neither the Provider nor the Customer shall disclose these terms without the consent of the other, unless such disclosure is stipulated by law or is requested by an official authority. This obligation shall continue to be effective after the termination of this agreement.

**14.2. Subordination:** This agreement is subordinated to the lease agreement that the Provider has concluded with the owner and any other contracts that the lease agreement between the Provider and the owner is subordinated to.

**14.3. Applicable law:** This agreement is interpreted and enforced in compliance with the Romanian law and the relevant law court is the one under the jurisdiction whereof the Provider's premises are located.

**14.4. Enforcement:** The Customer must pay any reasonable and legal costs, including legal fees, that the Provider incurs for the enforcement of this agreement, except for the case of mediation, where the Provider and the Customer shall each bear the mediation costs thereof.

**14.5. Negotiation of the contractual clauses:** This agreement is the result of the negotiations between the parties in terms of the content thereof, and there is no clause not expressly agreed by them, the agreement including all the essential and secondary elements on which the Parties have agreed. Furthermore, each Party hereby states that it has read, understood, agrees and expressly

Prin semnarea prezentului Contract, Partile sunt de acord ca oricare negocieri, oferte, etc., agreate sau schimbate intre Parti anterior semnarii acestui Contract isi pierd efectul si Partile nu mai pot fi tinute de cele agreate sau solicitate in baza respectivelor documente.

Anexele la prezentul contract fac parte integranta din acesta.

accepts the clauses stipulated in the agreement.

By signing this Agreement, the Parties agree that any negotiations, offers, etc. agreed upon or exchanged between the Parties prior to the signing of this Agreement lose their effect and the Parties may no longer be held liable for the things agreed or required in virtue of such documents.

The annexes to this Agreement represent an integral part thereof.