

## **USER TERMS**

This Agreement is made between the Tractr Oy (Service provider) and the User for bookings of the Space located in the Building.

The Service Provider and User agree as follows:

1. License. Subject to the terms and conditions of this Agreement, the Service Provider grants User a non-transferable license to occupy and use the Space in the Building (the "License") during the booking and the User accepts such License.
2. During the booking, the User agrees to accept the terms, conditions, and policies relating to the use of the Space, including building security procedures, maximum occupancy limitations, specific law requirements and other terms or procedures provided in the Terms. The House Rules may be revised and amended by the Service Provider without the prior consent of, or notice to, the User.
3. Payment. The Guest agrees to pay the Fees and Taxes for use of the Space to the Service Provider.
4. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Section entitled "Definitions" below.

### **Definitions**

"Agreement Time" shall mean the date and time the reservation is booked through the Service;

"User" and/or "You" shall mean the User booking and using the space in the Building

"Host" shall mean the initial provider of the Space, who has offered their space for bookings in Tractr service

"Space" shall be the Space the User reserves by booking a reservation through the Service;

"Maximum Occupancy" shall be the value set in the Profile for the Space as of the Agreement Time;

"Building" shall be the Building in which the Space is located in the Profile for the Space as of the Agreement Time;

"Term" shall be the term of the reservation specified by the User and authorized by the Service Provider;

"Fees" shall be the Fees set for the Space including the "Hourly Charge" as set in the Profile for the Space as of the Agreement Time;

## **TERMS**

### **Compliance**

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("Invitees") to abide by this Agreement and any applicable rules and guidance provided by the Service Provider.

### **Possession and Delivery**

The Space is accepted by the User in its “as-is” “where-is” condition and configuration. If, for any reason, the Space is not available and the Host is incapable of offering a space with similar size or bigger as a replacement at the anticipated beginning of the Term, you shall have the right to cancel the booking with no penalty and be entitled to a full refund of amounts paid as Your sole remedy.

### **Space Use and Access**

You may not use the Space to carry out any illegal activities or use the Space (a) in violation of law, or any other reasonable regulations, or (b) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance and shall not make or permit any unreasonable or unnecessary noises or odours in or upon the Space or the Building. You shall not leave any waste to the Space or commit any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines. You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by you or your Invitees.

You agree that the service provider has a right to relocate you to another Space in the same Building of equal or larger size and similar configuration for the remainder of the Term, provided that the Fees for such new space are no greater than the Fees for your current Space.

The Host or its authorized representatives may enter the Space at any time. Unless there is an emergency, the Host will inform you in advance when the Host needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance.

You shall not put up any signs on the doors to the Space or Building or anywhere else, which are visible from outside the Space you are using, or the Building.

### **Good Care**

You must take good care of and not damage, waste or make any changes to the Space or space leased or owned by the Host of which the Space is a part (the “Host Area”), or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, or the Common Areas. At the end of the booking, you must leave the Space and all Host Personal Property in good condition, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Space or the Host Personal property should occur while in your care, custody or control, you agree to pay reasonable repair/replacement costs and to notify the Host immediately upon discovery of such damage occurring. You

are liable for any damage caused by you or your Invitees to the Space, the Shared Facilities, the Common Areas, the Host Personal Property or the Building.

### **Common Areas**

If available at the Building, you may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others ("Common Areas"). The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the booking without the consent of, or notice to, User.

### **Shared Facilities**

If available at the Building, you may also have access to and non-exclusive use of any shared office equipment and kitchenettes (the "Shared Facilities") located near the Space. The Host may make changes to the Shared Facilities from time to time during the booking, including, without limitation, removal of all or portions of the Shared Facilities without your consent or notice to you.

### **Keys and Security**

Any keys or entry cards for the Space or the Building, which the Host lets you use, remain the Host's property at all times. You shall not make any copies of them or allow anyone else to use them without the Host's consent. Any loss of keys or entry cards must be reported to the Host immediately, and you must pay the cost of replacement keys or cards and or changing locks, if required by the Host.

### **Mail and Packages**

Mail and packages may not be delivered to you at the Space or Building.

### **Conduct**

You and your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to employees of the Host or its affiliates, other clients or invitees, verbal or physical in the Building for any reason. You further agree, upon the request of the Host, to cooperate with the Host in its efforts to enforce and maintain its equal employment opportunity, non-discrimination and anti-harassment policies. The Service Provider may immediately terminate this Agreement without cost or penalty if User or any of User's staff engage in any behavior that the Host deems is contrary to such policies or causes disturbance to other users of the Building.

### **Damages and Insurance**

You are responsible for any damage you cause to the Space or any Host Personal Property beyond normal wear and tear. You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and third parties. You have the risk of damage, loss, theft or misappropriation with respect to any of your personal property and liability to and for your employees and third parties. All your property in the Space is understood to be under your control.

### **Payment**

If there are Fees for the use of the Space and/or other services during the booking, you shall pay the Fees and Taxes to the Service Provider.

**Cancellation**

All Fees and taxes paid by Users are non-refundable, except as expressly stated in this Agreement. If the user cancels the booking in accordance to the cancellation policy, such Fees and taxes will be refunded. The cancellation policy for the space is introduced in the information of the space.

**Default**

You shall be considered in default of this License if you fail to comply with any term of this Agreement. Upon any default, the Service Provider shall have the right without notice to terminate this Agreement, in which case you shall immediately surrender the Space and the Host Personal Property to the Host. If you fail to surrender the Space and/or the Host Personal Property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host Personal Property and you shall be liable for all Fees and Taxes concerning the booking and all costs incurred by Host and/or Service Provider to retake possession of the Space and Host's Personal Property, and other losses and damages which Host and/or Service Provider may suffer as a result of User's default.

**Suspension of Services**

The Host may by notice suspend the provision of services (including access to the Space) for reasons of security, strikes, or other events beyond the Host's or the Host's landlord's reasonable control. This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. The Host may also suspend the provision of services (including access to the Space) in the event the Space or the Building is being renovated or repaired, in which event you will be relocated to another space within the building, or if necessary, to another Building.

**Limitation of Liability**

Service Provider shall not at any time be responsible for any kind of indirect or consequential damages towards You or any of Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers or invitees.

Service Providers' liability is at all times limited to the amount(s) paid by You to Service Provider three (3) months prior to the occurrence of event of default.

**Sublicensing**

You may not sublicense, assign, transfer any interest in this Agreement or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas.

**No Lease**

You acknowledge that this agreement is not a lease or any other interest in real property. The Host retains legal possession and control of the Space assigned to the User. The Host's obligation to provide space and services to User is subject, in all respects, to the terms of the Host's lease with the Host's landlord, if applicable. The Host is not responsible for your personal property left in the Space after expiration or termination.

**Jurisdiction**

This Agreement shall be interpreted and enforced in accordance with the laws of the country in which the Building is located.