

BUSINESS CONDITIONS of Impact Hub Brno

In connection with the Membership Contract, concluded between Hub on the one side and the Customer on the other side (hereinafter referred to as the "Contract"), the contracting parties to the Contract have agreed to render these Business Conditions of Impact Hub Brno (hereinafter referred to as the "Conditions") an integral part to the Contract. The Conditions determine additional rights and obligations of the contracting parties to the Contract and constitute an integral part to the Contract.

1. Definitions

The expressions introduced below are to have the following meaning in the Conditions, unless explicitly stated otherwise:

- The term "**Price List**" is to refer to the Price List on using the space and services. Services of Impact Hub Brno, constituting an integral part to the Membership Contract.
- The term "**Customer**" is to refer to a natural or legal person whose registration details are used for invoicing the tariff of the Member. The Customer becomes a business partner with RegioHub s.r.o. and signs the Membership Contract. Legally competent natural person, becoming a business partner of RegioHub s.r.o., is signing the Membership Contract for private, non-business related purposes.
- The term "**Member**" is to refer to a natural person specified in the Membership Contract.
- The term "**Hub**" is to refer to the company RegioHub, s.r.o., company registration no 24145424, registered at Drtinova 557/10, Praha 5, Postal Code 150 00.
- The term "**Impact Hub Brno**" is to refer to the space located in a building situated at the address Cyrilská 7, Brno, and being composed of the common working area, the members' kitchenette, common social area and meeting rooms.
- The term "**Space Rules of Impact Hub Brno**" are to refer to the mandatory code of conduct in the area of the Impact Hub Brno.
- The term "**Membership & Reservation System**" is to refer to the interactive information system on web page members.hubbrno.cz which enables connection to global community, reservation of meeting rooms and ordering of additional services offered by Impact Hub Brno.
- The term "**Membership Contract**" is to refer to the Membership Contract on Using the Space and Services of Impact Hub Brno, whose integral part are these Business Conditions, the Price List on Using the Space and Services of Impact Hub Brno and the Space Rules of Impact Hub Brno.
- The term "**Home Hub**" is to refer to an Impact Hub, where the Member signed a Membership Contract and spends more than 50% of tariff time, from which Customer's monthly membership invoices are being issued.

2. General Information

2.1. RegioHub s.r.o. is a business company running the "Impact Hub" concept which is based on providing services linked to the use of the Impact Hub Brno, i.e. of the common working area, the members' kitchenette, common social area, terrace and the meeting rooms, for the purpose of creating a working and social space for meetings, innovation and business development.

2.2. The Impact Hub concept represents a working and a social space where members can share their offices with others, implement their ideas, meet as well as pursue their work. The Impact Hub Brno combines the advantages of a fully equipped office, Internet café and a business incubator. The Impact Hub mediates sharing of knowledge, experience, contacts and helps acquire capital for social, ecological and other business activities.

3. Provision of Services in Impact Hub Brno

3.1. Access to Impact Hub

Impact Hub Brno enables a Member to access the Impact Hub Brno to the extent corresponding to his/her tariff during the Impact Hub Brno opening hours, i.e. from Monday to Friday 8:00 a.m. - 6:00 p.m. Within the scope of the access to the Impact Hub Brno a Member has a possibility to use all the additional services offered by Impact Hub and premises of the Impact Hub under the conditions stipulated below. Use of the access to the Impact Hub Brno for a purpose which would be in conflict with the principles of the Impact Hub concept is to be considered as a gross violation of the Contract. Member is within his chosen tariff entitled to use benefits of global membership and spaces outside of his Home Impact Hub. He is to comply with the rules and opening hours of that particular Impact Hub. His use of workspace outside of his Home Hub is limited to max 50% of his tariff. Should a Member be interested to use workspace outside of his Home Hub, he is to send a written request to brno@impacthub.cz or personally inform at the business premises.

3.2. Membership Tariffs and Price List

A Member utilizes his/her membership rights particularly by accessing the Impact Hub Brno, and by the possibility of availing himself/herself of the additional services offered by Hub within the scope of his/her currently chosen tariff (Connect, Hub 10, Hub 30, Hub 60, Hub 100, Hub Unlimited, Fix Desk). Each tariff offers members benefits, such as: global membership in the Impact Hub network, discounted prices for products from the member's kitchenette, discounted prices for meeting and conference rooms, Impact Hub Brno newsletter sent via e-mail, free entry to events organised exclusively for members, access to an online networking platform, other benefits from Impact Hub Brno partners. Community Manager will inform the Member of specific benefits.

Tariff details:

Connect – enables access to all above mentioned membership benefits. Entitles a member to use 1 Day Pass (a one-time day entrance to the open space and workspace of Impact Hub Prague during the opening hours), once in every three months of the membership duration, starting from 1.1.2016. It is necessary to report the stay at the infotable.

Hub 10 - entitles a member to spend maximum of 10 hours per month during the opening hours in the open space and common workspace of Impact Hub Brno and to enjoy benefits associated with the membership.

Hub 30- entitles a member to spend maximum of 30 hours per month during the opening hours in the open space and common workspace of Impact Hub Brno and to enjoy benefits associated with the membership.

Hub 60- entitles a member to spend maximum of 60 hours per month during the opening hours in the open space and common workspace of Impact Hub Brno and to enjoy benefits associated with the membership.

Hub 100- entitles a member to spend maximum of 100 hours per month during the opening hours in the open space and common workspace of Impact Hub Brno and to enjoy benefits associated with the membership. He/she is entitled to have his/her own locker (applicable for Home Hub only). When lowering the tariff, this benefit expires and he/she is obliged to return the key from his/her locker.

Hub Unlimited- entitles a member to spend an unlimited amount of hours per month regardless of the opening hours in the open space and common workspace of Impact Hub Brno and to enjoy benefits associated with the membership. He/she is entitled to have his/her own locker and his/her own key to the entrance door of Impact Hub Brno (applicable for Home Hub only). When lowering the tariff, this benefit expires and he/she is obliged to return the key from his/her locker and from the entrance door of Impact Hub Brno.

Fix Desk- entitles a member to spend at his/her designated space and common workspace of Impact Hub Brno an unlimited amount of hours per month regardless of the opening hours and to enjoy benefits associated with the membership. He/she is entitled to have his/her own locker and his/her own key to the entrance door of Impact Hub Brno (applicable for Home Hub only). When lowering the tariff, this benefit expires and he/she is obliged to return the key from his/her locker the entrance door of Impact Hub Brno.

A Member can determine membership tariff for the following month up to the 20th day of the current month. The membership tariff corresponds to the specified amount of hours of open access to the Impact Hub Brno as well as to the price for the access. The precise extent of the hours of access to the Impact Hub Brno depending on the individual membership tariffs, the equivalent price of the tariffs, prices of other services and prices of access to the Impact Hub Brno beyond that enabled by the chosen tariff are stipulated in the Price List. The amount of hours of access not used in the current month is not to be transferred to the following month.

Impact Hub Brno reserves the right to unilaterally alter the prices for services and products listed in the Price List. In such a case Impact Hub Brno is obliged to inform Member about changes in the Price List within due time and in a suitable manner. Meaning that a Member has the current Price List at disposal when ordering services of Impact Hub Brno.

3.3. Invoicing and payment

Impact Hub Brno issues an invoice to a Customer for services provided to a Member in connection with the use of the Impact Hub Brno, based on the current Price List and the membership tariff chosen by the Member for the current month for which the invoice is issued. The invoices are to be issued by RegioHub, s.r.o. at the latest on the 30th day of every month and are due within 8 days after their issue. VAT is to be added to the price of the services in the statutory amount. The price excluding VAT will be invoiced to businesses located abroad within the EU based on a request of the Customer and after specifying of tax ID in a proper form. Monthly invoice includes membership tariff for the following month and other services based on their current consumption.

Payment is made by a bank transfer to the account number 2357457379/0800. Invoice number must be identical to the variable symbol. When using the direct debit, the payment will be automatically debited from Member's account on the 10th day of the month that is being invoiced. Details necessary for setting up the direct debit are to be specified to the Member by an Impact Hub Brno team member upon request.

4. Additional services in Impact Hub Brno

4.1. Renting of meeting rooms

Each Member has an opportunity to order additional services like renting a meeting room on top of his/her membership tariff. Reservation is possible in writing (sending an e-mail to brno@impacthub.cz) or by phone, followed by an e-mail confirmation. Members can also book a meeting room themselves via reservation system located at <http://members.hubbrno.cz>, accessible with their personal identification data. It is not possible to book conference room or open space through the reservation system.

A Member's booking request is binding and fee for the services provided is determined in the current Price List. A Member can cancel his/her booking request at the latest 8 days before the reservation date free of charge. Provided a Member does not make use of the ordered service for whatever reason or cancels the order less than 8 days before the reservation date, he/she is obliged to pay a cancellation fee according to the Price List of Hub. Decreasing the amount of ordered units is also considered as cancellation and the same cancellation policy applies.

Member is obliged to send the meeting room cancellation by e-mail to brno@impacthub.cz or by phone at +420 777 201 518. Hub is obliged to confirm the cancellation and specify the cancellation fee, if applicable. The date of cancellation is considered the date when the e-mail was sent by a Member.

Member is bound to comply with the Space Rules of Impact Hub Brno and other rules stipulated in the Contract.

4.2. Company Domicile

On top of a membership tariff, Member has an opportunity to register his/her company domicile which is to be recorded in the Company Register at the address of the Impact Hub Brno. Details of such service are to be stipulated in a separate contract. Price for such a service is listed in the current version of Price List.

Company Domicile is offered to Members with tariffs Impact Hub Brno 30 and higher. Hub 30 and higher tariffs cannot be decreased while Company Domicile services are in effect.

4.3. Internet Access

An integral part of Impact Hub Brno membership is a Member's right to high-speed broadband LAN and Wi-Fi/Internet access.

4.4. Membership & Reservation System

An integral part of Impact Hub Brno membership is a Member's right to the Membership & Reservation System at <http://members.hubbrno.cz>, which allows booking of meeting rooms, checking of invoices and payments, connecting with other members of Impact Hub network.

4.5. Members' kitchenette

An integral part of Impact Hub Brno membership is a Member's right to the use of the Members' kitchenette. The Members' kitchenette is self-served.

4.6. Print

Impact Hub Brno provides colour and black-and-white printing for its Members. Price for this service is listed in the current Price List.

4.7. Additional services

Hub and a Member can agree on additional services not listed in Art. 4 of these Conditions. If a fee is applicable it will be listed in the current Price List, or set individually.

5. Rights and Duties of a Member

5.1. In accordance with the principles of the Impact Hub concept and in order to enable proper assurance of services of Hub, a Member is obliged in particular:

- to cooperate with Hub in such a way that the principle of the Hub concept is fulfilled,
- to provide Hub with all the information needed for proper assurance of services of Hub,
- to assure all necessary permissions and approvals issued by state or local authorities which may be required by Czech legislation in connection with all the activities of the Member carried out in Impact Hub Brno. These are to be assured prior the signing of a Membership Contract,
- to follow the Space Rules of Impact Hub Brno,
- to access Impact Hub Brno solely in order to fulfil the principles of the Impact Hub Brno concept and to stay away from any use which would disturb the work environment of other Members and would be in a direct contradiction with the principles of the Impact Hub concept,
- to inform Hub about any issue that a Member might have that could have a negative influence on services offered by Impact Hub and its concept,
- to settle in due time all financial obligations based on Membership Contract and other services consumed,
- to protect appropriately his/her personal belongings in the Impact Hub Brno premises,
- to behave in such a way that no damage is inflicted on health or property of Hub or of third parties. Member is to inform Hub of any imminent damage without delay.
- Members with own entrance door key (chip) are obliged to lock the entrance door when they are leaving the premises regardless if other Members are still in the space.

5.2. A Member is responsible for any damage that Hub might suffer as a result of breaching any of the above-mentioned duties of a Member as well as any other duties resulting from the Contract.

5.3 A Member is responsible for any damage that Hub might suffer as a result of enabling access of third parties to Impact Hub Brno and possible violation of the principles of the Impact Hub concept.

5.4. A Member has a right to use Impact Hub Brno access and additional services provided by Hub within the scope of his/her membership tariff for a price stipulated in the Price List, as specified in Articles 3 and 4 of the Conditions.

5.5. A Member is entitled to be informed in due time and in an appropriate manner about any change in the Price List. Meaning that a Member has the current Price List at disposal when ordering services of Hub.

6. Damages

Member agrees to compensate Hub for any damage which is suffered by Hub as a result of gross violation of the Member's duties that are part of the Contract, in particular using the access to Impact Hub Brno for a purpose which is in direct contradiction with the principles of the Impact Hub concept, or as a result of gross violation of the Space Rules of Impact Hub Brno.

In the case of debt recovery, the Customer is obliged to reimburse Hub s.r.o. all costs associated with it.

7. Limitation of Impact Hub Brno's Responsibility

A Member accepts explicitly that Impact Hub Brno does not bear any responsibility for:

- any damage caused to the Member by third parties, in particular by other Members of Impact Hub Brno,
- the conduct of third parties that disables or delays services provision to the Member, especially an infringement of contractual duties by external contractors (e.g. Internet failure, power cut, water failure, heating failure, etc.), given that Hub has adopted measures necessary to avoid or decrease such damage,
- loss or destruction of the Member's belongings that were not deposited at a designated place,
- loss of profit, business opportunities, earnings or for any other related damage or loss caused by the Member's conduct in Impact Hub Brno premises.
- valuables in lockers
- personal belongings on desks left unattended.
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8. Duration, Validity and Force of the Contract

8.1. The Contract comes into force on the date of its signing by both contracting parties.

8.2. The Contract is signed for an indefinite period with the possibility to be terminated by either of the contracting parties by the 20th day of the given month, effective from the 1st day of the following month. The Contract must be terminated in writing either by an e-mail sent to brno@impacthub.cz or letter addressed to RegioHub s.r.o., Drtinova 557/10. When terminating the Contract by e-mail, it has to be confirmed by RegioHub s.r.o. in order to become valid.

8.3. A Customer – Consumer, who signs a Contract with RegioHub s.r.o. with the aid of distance communication (i.e. online, outside of the business premises), agrees that performance resulting from the Membership Contract will be provided to him by RegioHub s.r.o. from the time the Contract is signed and has the right to terminate the Contract in a period of 14 days of concluding this Contract. In this case, the Customer – Consumer is obliged to pay RegioHub s.r.o. an adequate amount of the negotiated price for the performance provided from the moment of Terminating the Contract. Terminating the Contract must be sent to RegioHub s.r.o. in the period stated in the previous sentence. For Terminating the Contract, the Customer may use the sample form provided by Hub, see Appendix No. 1 of these Conditions. The Customer – Consumer is obliged to send the Termination from the Contract to the address of RegioHub s.r.o.

8.4. Hub is entitled to unilaterally terminate the Contract with an immediate effect on the day the notice is delivered to a Member provided that the Member grossly violates the Contract, in particular by:

- being in default with payment of his/her financial obligations based on the Contract for a period longer than 2 invoice periods,
- damaging the reputation of Hub or the Impact Hub concept by his/her behaviour and actions,
- infringing the Space Rules of Impact Hub Brno by his/her behaviour and actions,
- using access to Impact Hub Brno in a way which is in contradiction with the intent and purpose of the Impact Hub concept.

The termination of the Contract will be delivered to the Member electronically by e-mail.

8.5. A Member is entitled to unilaterally terminate the Contract with a notice period of 30 days in case of his/her disagreement with a new version of the Conditions adopted in conformity with Art. 12.2 of the Conditions.

8.6. Should a Contract be terminated, obligations that should base on their nature and context prevail, are not affected by the Contract termination.

9. Assignment

A Member is entitled to assign his/her rights and obligations arising out of the Contract to a third person only under a previous written consent issued by Hub.

10. Confidentiality

Member and Hub have agreed that all information, data and other matters which will be shared or communicated to the other contracting party or which are to be acquired by the other contracting party in context of fulfilling the Contract are to be considered strictly confidential. The contracting parties agree to keep this information, data and other matters secret. They must not be accessible to third parties, must not be used in contradiction of the purpose for which they were given, and must not be used for their own or anybody else's profit. The only exception being the case when the other contracting party gives a previous written consent to such access or use and when such access or use is regulated by legislation or a relevant court decision. Purpose of sharing information is promotion of **Member's and Customer's** activities and skills and networking within the global Impact Hub community. Breach of the above mentioned duty establishes a right of the aggrieved party to demand a compensation for the demonstrably caused damage.

11. Consent with Processing Personal Data Sending Business Newsletters and Saving Cookies

1. Protection of the Client's Personal Data is provided by Act No. 101/2000 Sb., on the Protection of Personal Data, as amended. The Provider, as the administrator of Personal Data, informed the Office for Personal Data Protection about his intent to process Personal Data and is registered under registration no. 00037624/002.
2. By the signing of the Contract, the Member is providing Hub his Personal Data as follows: name, surname, birthdate, e-mail address, telephone number. By the signing of the Contract, the Customer is providing Hub with the following information: name of the legal person or name and surname of the natural person, the legal person's address, and the natural person's permanent address, identification number and tax identification number of the legal person (altogether hereinafter referred to only as "Personal Data").
3. The Customer and Member agrees with processing of Personal Data by RegioHub s.r.o. for the purposes of implementing rights and responsibilities from the Contract and for the purposes of having any possible Member accounts in the Member system, according to the Principles of Protecting and Processing Personal Data of RegioHub s.r.o.
4. The Customer and the Member bear in mind their obligation to provide correct and truthful Personal Data and that they are obliged to immediately inform RegioHub s.r.o. of any changes to their Personal Data.
5. RegioHub s.r.o. can verify the processing of Personal Data by a third party, as the Processor. The Customer and the Member hereby give their consent with providing their personal to third parties such as software suppliers, affiliated subjects of Hub s.r.o. and members of the Impact Hub chain.
6. Personal Data will be processed for a period of 20 years. Personal Data will be processed electronically by means of automation or in written form by means of a non-automated system.
7. The Customer and the Member confirm that the Personal Data provided is accurate and that they have been informed about the fact that providing this Personal Data is voluntary.
8. In the case that either the Customer or the Member assume that Hub s.r.o. or the Processor is processing Personal Data in conflict with the law, especially if the personal information is inaccurate with regard to the purpose of its processing, he can:
 - a) Request Hub or Processor for clarification,
 - b) Request Hub or Processor to remove such an occurrence.
9. If the Customer/Member requests information regarding the processing of his Personal Data, the Hub is obliged to hand this information over. According to the previous sentence, Hub has the right to request adequate payment for this information provided, however, the payment cannot exceed the expenses necessary for providing the information.
10. Customer/Member is entitled to cancel his consent with processing of Personal Data, by means of submitting this action onto the email address of Hub.
11. Unless the Customer or the Member select otherwise, they agree with the processing of Personal Data by RegioHub s.r.o. for the purpose of sending information and business newsletters onto their email addresses as well.
12. For the purposes of increasing user friendliness, Hub s.r.o. utilizes so called cookies for running their web pages available at www.impacthub.cz – cookies are small text files, which are saved onto the visitors' computer upon visiting online platforms for purposes of storing and possibly for monitoring the visitors' movement on the platform. By checking the box of the information about utilizing cookies on the homepage of the online platform, the visitors agree with utilizing cookies. The visitor does not have to share consent with utilizing cookies. In this case, however, the Seller cannot guarantee the full functionality of the online platform.

12. Other Provisions

12.1. Provided that any of the provisions of the Contract is (or will become) invalid or unenforceable, this does not have any effect on validity or enforceability of the Contract as a whole. The Contract is to be interpreted as if it did not contain those particular invalid or unenforceable provisions; the rights and obligations of the contracting parties are to be interpreted and enforced in the sense specified above. In such a case the contracting parties will agree on changing the text of the invalid or unenforceable provision so that the purpose of the regulation of rights and obligations is preserved to the highest extent possible.

12.2. Hub reserves the right to unilaterally change the Conditions at any time. If that happens, Hub is obliged to communicate new version of the Conditions to a Member at least one month before they come into effect by sending the new version to Member's e-mail address or by publishing the text on the Hub web site. Member is obliged to read new version of the Conditions. If a Member does not notify Hub about his/her disagreement with the change of the Conditions made within one month as from the date on which he/she is notified about the new version, his/her assent to the new version of the Conditions is assumed. The new version of the Conditions is to take effect as from the date stated therein. If a Member notifies Impact Hub Brno about his/her disagreement with the new version of the Conditions within the stipulated period, he/she is entitled to terminate the Contract with a notice period of 30 days.

12.3. For the purposes of the Contract, a delivery to the other contracting party is to be understood as delivery of a document by mail onto the company's address as well as by electronic mail to the address of a contracting party stated in the Contract.

12.4. The Contract represents an exhaustive agreement of the contracting parties and replaces any previous arrangements, written or oral. The Contract can be changed, modified or amended only by written agreements signed by both contracting parties, except for the above-mentioned unilateral change of the Conditions and of the Price List.

12.5. The contracting parties have agreed that the Contract is to be governed by the legal order of the Czech Republic, particularly by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

12.6. All disputes arising out of the Contract and in connection therewith which are not eliminated by negotiation between the contracting parties are to be adjudicated definitely by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance to its rules and regulations. The language of the arbitration is to be Czech.

12.7 Appendix No. 1 of these Conditions is a sample form for Terminating the Contract (see Art. 8.3 of these Conditions, only in case of online signed contract). Appendix No. 2 of these Conditions is Principles for processing Personal Data of RegioHub s.r.o. (available at Impact Hub Brno)

12.8. These Conditions come into effect on 1st January 2016.