

HOUSE RULES | Italy

January 2021

These are our House Rules which may change from time to time and apply to all our facilities operating under different brands.

Accommodation

1. Centre access: Office and Co-working customers have 24/7 access to their centre. Virtual Office and Membership customers have access to centres during manned hours (9:00 a.m. to 6:00 p.m.) unless otherwise arranged with the Community Manager of the designated centre. We shall provide use of conference rooms and private offices subject to availability and upon reservation only. We shall also provide business and administrative support services on demand (to the extent available). Use of these services may be subject to additional fees.
2. You may not put up any signs on the doors of your accommodation or anywhere else that is visible from outside the rooms you are using without written approval from the local Business Centre team. We reserve the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Centre's design.
3. Taking care of your property: You must take good care of all parts of the Business Centre, its equipment, fittings and furnishings that you use. You must not alter any part of it.
4. Keys and security: Any keys or entry cards which we let you use remain our property at all times. You must not make any copies of the keys and/or entry cards or allow anyone else to use them without our consent. Any loss must be reported us immediately and you must pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule improves security levels of the Business Centre. If you are permitted to use the Business Centre outside normal working hours it is your responsibility to lock the doors to your accommodation and to the Business Centre when you leave. This is to ensure the safety of individuals and property at the Business Centre.
5. Virtual Office Plus 5-day office usage cannot be carried over to future months or used for meeting rooms. Private office assignment is at our sole discretion and all usage subject to our house rules.

Use

6. You shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours. For security purposes and if you do so, it will be at your own risk. All corridors, halls, elevators and stairways shall not be obstructed by you or used for any purpose other than egress and ingress. You can only use public areas with our consent and those areas must be kept neat and attractive.
7. Your name and address: At your request and cost, we are happy to include your name in the house directory at the Business Centre, where this facility is available. You must not use our name in any way in connection with your business.
8. Your employees and guests shall conduct themselves in a business-like manner; proper business attire shall be worn; the noise level will be kept to a level so as not to interfere with or annoy other customers and you will abide by our directives regarding security, keys, parking and other such matters common to all occupants.
9. You shall not, without our prior written consent, store or operate in your office(s) or the Business Centre(s), any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler or coffee equipment.
Additionally, you must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Centre is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Centre. No offensive gases, odours or liquids shall be permitted. No firearms shall be permitted. The Business Centre is intended to be used solely for office use.
10. The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from us at an agreed cost to you. If you require any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at your expense by the personnel designated by us.
11. You may not conduct business in the hallways, reception area or any other area except in your designated office without our prior written consent.
12. You shall bring no animals into the building other than assistance animals.

13. Complimentary Office/Virtual Office Membership: Your complimentary membership can be used in any of our locations outside of your home centre where your office/virtual office is located. Use of our Business Lounges will be governed by the membership Terms and Conditions which are conveniently located on our website.
14. Co-work and Office Memberships: All members must check in at reception. Checking in will constitute a day's usage against the member's allocated days per month.
15. When booking a day office, a customer may be accompanied by one visitor/guest. There is no charge for the day office visitor/guest, who may access and use Internet services free of charge. They also have free access to a telephone, but all calls will be charged. If additional visitor(s)/guest(s) are requested then please book a meeting room at the Office-Customer preferred rate
16. You shall not use the Business Centre for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. You shall not occupy or permit any portion of the Business Centre to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
17. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Centre by you nor shall any changes be made to existing locks or the mechanisms thereof.
18. Customers may only solicit other customers for business or any other purpose through centre approved channels (e.g. through notice-boards and networking events held at the centre).
19. All property belonging to you or any of your employees, agent or invitee shall be at the risk of such person only and we shall not be liable for damages thereto or for theft or misappropriation thereof.
20. Smoking: Smoking of any type i.e. nicotine, electronic, vaping or any other form shall be prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Business Centre (including open offices, balconies).
21. Health & Safety: In order to ensure that all Centre users have a safe and secure working environment, you, your employees and visitors must comply with all health and safety requirements set out by us, by law and as are otherwise applicable to the Centre. Therefore, in the event that you expect to have multiple/numerous visitors, depending on the specific circumstances, we may require you take an additional office or meeting room space at current rates to accommodate those visitors or those visitors may be refused access to the centre. So please discuss any high-volume visitor requirements you may have with your centre team in advance.
22. You will not use the co-working shared space for meetings or free guests. Day offices or meeting rooms should be used to accommodate these needs, charged at the standard rates.

Services and Obligations

23. Furnished office accommodation: You shall not affix anything to the windows, walls or any other part of the office or the Business Centre or make alterations or additions to the office or the Business Centre without our prior written consent.
24. Use of the facilities: We are happy to discuss special arrangements for the use of the facilities outside the Business Centre standard opening hours or, the standard working days where the Business Centre is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
25. All the pay-as-you-use services are subject to the availability of the Business Centre staff at the time of any service request. We will endeavour to deal with a service request at the earliest opportunity and provide the additional service you require, but we will not be held responsible for any delay.
26. If in our opinion, we decide that a request for any pay-as-you-use service is excessive, we reserve the right to charge an additional fee at our usual published rates based on the time taken to complete the service. This will be discussed and agreed between you and us at the time you make such request.
27. Services provided by your Community team will be available during standard opening hours. Internet access and phone lines are available after hours and weekends.
28. Mail acceptance policy: For Virtual Office customers with mail handling service, we will not accept any items exceeding 4.5 kgs (10 lbs.) in weight, 46 cms (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume. Items of larger size will only be accepted upon mutual prior agreement. For Office and Co-working customers, receipt of packages that contain any dangerous, live or perishable goods shall be entitled in our absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. We do not guarantee or assume responsibility for any of the services hereunder.

Note: We may charge an administrative fee if we feel that there is excessive volume of mail received and processed by our team on your behalf.

29. We hold no liability over loss or damage of delivered or any in transit goods.
30. Community meeting room (where available and part of your product offering): The use of the Community meeting room is subject to availability and may not be available in locations where meeting space is provided in the co-working areas. It can only be booked online, through your account, on a first come, first served basis (same-day bookings). The Community meeting room must be returned to the state in which it was originally found following the meeting. Cancellation of usage is at our discretion if any customer use is deemed to be excessive.
31. In selected centres we use camera recording for security purposes, whereby signage will be clearly posted.
32. Know Your Customer (KYC) requirements: For some services we provide, local regulation may require that we obtain confirmation of personal and business identification/documentation from you. Where this is a requirement, we will only be able to commence those services you have contracted for once you have provided the requested information.

Our Service Agreement

33. Cross default: You agree that, if you are in default under a service agreement with us at a different business centre ("Different Location Agreement") to the one specified in this Agreement, that we may recover any unpaid sums due under a Different Location Agreement from you under this Agreement and that we may, in particular (but not limited to), withhold services under this Agreement or deduct sums from the retainer held under this Agreement in respect of such unpaid sums.
34. Company name change: If there is a need to change the name of your company, requests must be made through your online account. Please note that you can request to receive up to three invoices regenerated with your new company name. These invoices can only be generated for the last three Invoice periods before the date the change was made. Depending on your country there might be additional documentation required before the name change can take effect.
35. Subordination: This agreement is subordinate to our lease with our landlord and to any other agreements to which our lease with the landlord is subordinate.
36. Our building address may be used as a registered company address whilst there is an active service agreement in place, with our approval. It is your responsibility to update your company registration details when the agreement ends. Failure to do so within ten working days of the agreement end date will result in a penalty of €2000 which we will charge to you.
37. Online account/app: All day-office and meeting-room bookings, copies of your agreement, correspondence and a downloadable statement of account are available via your online account or on the app. These are accessible at your convenience to actively manage your account. All administration of your agreement can be managed online through our website or mobile app. You can log into your online account simply by going on the website and clicking "Log in" at the top of the screen. The app is available in both Apple and Android stores.

Fees

38. Activation fees: There will be a one-time, non-refundable per-occupant fee for Office and Coworking (dedicated desk) customers, a per-location fee for Virtual Office customers. This fee will cover all aspects of onboarding, administration and setup. For Office and Coworking (dedicated desk) customers, there will be a fee for each new occupant that is added. If there is a move to a different office in the same location no fees will be assessed if the occupants do not increase. For moves to a new location (at your request) all occupants will be assessed a fee as they will have to be set up again at the new location. For Virtual Office customers a new activation fee will only be assessed if there is a move to a new location (at your request). If you switch product (e.g. change from Virtual Office to Office) you will be charged the relevant activation fee for the new product.
39. Standard services: The standard fee and any fixed, recurring services requested by you are billed in advance. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied daily. All services will renew automatically at the prevailing market rate. If you would like to stop a recurring service, please speak with your community team; they will be able to remove the service starting from the next calendar month from your request.
40. Pay-as-you-use (one-off) services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are billed in arrears.
41. Unlimited Coffee & Tea/Kitchen Amenity: allows you and your visitors access to unlimited self-service coffee and hot beverages and is charged per office occupant. You can opt out of this service through your online account.

42. Office Restoration Service: A fee of €20 per square meter for each occupied office will be charged upon your departure or if you, at your option, choose to relocate to different rooms within the Centre. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
43. Annual indexation: For all agreements with a term greater than 12 months the indexation applied is 2.60 %. The indexation is updated on the first of January each year.
44. Business Continuity service: Business Continuity is a service that is provided for 3 months following your departure (agreement end date) from the business centre, to cover the management of mail, fax, calls and visitors. Prices can be obtained upon request.
- Description:
- We will provide a pre-recorded message on your existing phone confirming your new number.
 - Should any visitors come to the centre, our professional receptionist team will give them the new office address. Also provided is a one-page flyer with your new contact information to make it easy for visitors to find you.
 - We will continue to collect mail and faxes to ensure correspondence is not missed. If you choose to have them forwarded to the new address, we will do so at the preferred customer rates and a credit card must be on file.
- For customers who sign an office agreement dated August 1st, 2016 to present, the Business Continuity service is optional.
- If the Business Continuity package is not purchased:
- Phones will be disabled with no forwarding message.
 - Mail will be returned to sender.
 - No information will be given to customers other than they no longer have space there.
45. Late Payment Fee and Penalty: Late fee dates will vary based on the type of service/invoice that is provided. If you do not pay fees when due, a service fee of €25 plus an interest of 1% will be charged on all overdue balances. If you dispute any part of an invoice, you must pay the amount not in dispute by the due date or be subject to such late fee and penalty.
- If your account becomes grossly overdue, you may be charged further collection fees that we incur in administering your account.
46. Insufficient Funds: You will pay a fee of currency & value, e.g. £25 or the maximum amount permitted by law for checks returned due to declined credit cards, insufficient funds from direct debit payments or returned checks.
47. Call charges: Charges will not be applied for call transfers to your voicemail but will be applied when transferring a call to a nominated number. Call charges are based on local telecom rates and vary dependent on destination to local, national and international numbers.
48. Mainline answering: The “main line answering” service for any of the Office and Virtual Office products is not intended for main sales lines, large marketing campaigns, call centres and/or main customer support lines. We reserve the right to charge an additional fee of €1.00 per call, should your business exceed 80 calls a month.
49. Retainer: For Office customers, retainers are calculated at least two times the highest agreed monthly fee during the term, unless otherwise agreed in writing. For Virtual Office and Co-Working customers, retainers are calculated at least one time the highest agreed monthly fee during the term, unless otherwise agreed in writing. Top up retainers are charged automatically to meet the minimum amount for each product which is calculated upon renewal or when moving to a different office.
- For security we will only return retainers/deposits via bank transfer or ACH (North America only).

Liability

50. Mail: You release us from any liability arising out of or incurred in connection with any mail or packages received on your behalf.

Force majeure

51. We shall have no liability to you under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Our obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. We shall notify you as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Centre or in another available business centre.

IT and technology policy

52. Introduction

This Policy applies where you wish to use our Telecommunication and Internet connectivity services and equipment.

We are considered a Downstream Service Provider (DSP), which means we provide a personalised connection to the Internet which is managed and protected via a firewall.

Our Internet service provides you with an Internet connection that provides regular business activity such as web browsing and the ability to send and receive electronic communications, access to business applications and like.

53. Our Internet and Telecommunications

- a) Content. You acknowledge that we do not monitor the content of information transmitted through our telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines").
You further acknowledge that we are merely providing a conduit for your Internet transmissions, similar to a telephone company, and that we accept no liability for the content of transmissions by you.
- b) Restrictions. Our Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. You are responsible for maintaining the basic security and virus protection of your systems to prevent their use by others in a manner that violates the Service Agreement. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
- c) You cannot interfere or install equipment that interferes with or disrupts the functioning of our own equipment or the equipment of our other customers. This will be considered as a breach to these house rules.
- d) We take no responsibility for personal or other third-party data that belongs to customers and is left on our copiers or visible on the network
- e) Security Violations. You are prohibited from engaging in any violations of system or network security. Our Internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. We reserve the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. We may disconnect your equipment and withhold services if we consider that your hardware or software is, or has become, inappropriate for connection to our network. You are responsible for your own virus or malware protection on your systems and hardware.
- f) Our Internet services are only available at our locations and connection to our network is only permitted at those locations or via our provided services. You must not create any links between our network and any other network or any telecommunications service without our consent.
- g) Revisions to this Policy. We may modify this Policy at any time, with or without notice.
- h) Special Requirements:
 - It is to note that a number of ports are blocked through our firewall for outbound traffic such as: H323, Napster_8888, Nbdatalogram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP-1434, UDP-1434.
- i) DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS. As part of its services to you, we may provide third party Internet access and computer hardware and software ("Third Party Services"). WE DISCLAIM ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY SERVICES. YOU ACKNOWLEDGE THAT NO REPRESENTATION HAS BEEN MADE BY US AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR YOUR INTENDED PURPOSE.
- j) DISCLAIMER OF LIABILITY FOR THE CUSTOMER'S EQUIPMENT. ALL YOUR EQUIPMENT STORED IN OUR TELECOMMUNICATIONS ROOM IS STORED AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
- k) DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE. We do not provide any service level agreement to the you in regard to provision or loss of service for its Internet services. We shall not be liable for any indirect damages, including lost

profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

Additional clauses for Spaces branded locations

1. Business Club:
 - a) Access: All members will have access to the Business Club between 8:30am – 7:00pm Monday to Friday or such time as is agreed with Spaces. Outside of these hours the area will be closed and secured. Spaces are however entitled to reserve parts of the Business Club at any time.
 - b) Fair usage: The Business Club is designed to be enjoyed by members and guests for temporary use and not as a place for continuous everyday work. If we feel that a member's use of the space is impeding other members from having fair use of the space, we might ask that they adjust their membership or moderate their use. If you are leaving a seat that you are working from for any length of time, please take your belongings with you or place them in a locker. We reserve the right to move a member's belongings if left too long and taking up required seats.
 - c) Meeting rooms: All members have access to the business club which includes a number of informal meeting room spaces. We do not allow members to host informal meetings of more than 4 people in the business club, if a group exceeds more than 4 people we kindly ask the Member to hire one of our great meeting rooms.
 - d) Events: Events can be hosted in various areas within the business club. If you are interested in holding an event, please ask reception for further details. Setting up and dismantling an area of the business club for an evening event should only take place after 3pm in order to prevent noise disturbing other members.
2. Café-deli: Where available the Café deli is generally open during office hours. Typical hours of operation will vary per location, but Spaces is permitted to vary those hours of operation without notice. Each member is required to clear away consumed food and drinks and leave the area clean for other members and guests. Alcohol purchased from the Café deli may only be consumed on the premises. We don't allow alcohol to be consumed in the business club that has been bought off the premises. All members consuming alcohol must be above the local legally approved drinking age. Spaces is not responsible for injury, damage or other incidents related to alcohol consumption within the Business Club. Anyone who appears to be intoxicated will be asked to leave the premises.
3. Food and drink (including alcoholic drinks) brought in from outside the centre should not be consumed in the café area or meeting rooms within the Business Club.