

General Delivery Terms

DeskDeal.com B.V. (hereafter referred to as “**DeskDeal**”, “**we**”, “**us**”, or “**our**”) provides an online platform that connects Venue Managers (defined below) who have Venues available for booking by Registered Users (defined below) seeking to book such Venues, which services are accessible at <http://www.deskdeal.com/> and any other websites through which DeskDeal makes the Services available (collectively, the “**Site**”) and as a white-labelled application for mobile devices (the “**Application**”). By using the Site and Application, you accept and agree to comply with and be legally bound by the terms and conditions of these Terms of Service (“**Terms**”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all DeskDeal (defined below) and constitute a binding legal agreement between you and DeskDeal. **Please carefully read these Terms and our Privacy Policy, which is incorporated by reference into these Terms. If you do not agree to these Terms, then you have no right to obtain information from or otherwise continue using the Site or Application.**

Corporate Users: If you use the Services on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Terms and to act on behalf of such company with respect to any actions you take in connection with the Services and, in such event, “you” and “your” will refer and apply to that company or other legal entity. You agree to respond promptly and completely to requests from DeskDeal for additional information that DeskDeal deems necessary to determine your authority to act on behalf of a company or organization. DeskDeal may suspend or terminate your access to the Services and your account if DeskDeal has reason to believe that you are not authorized to act on behalf of a company or organization for whom you claim to be acting in connection with the Services.

Certain areas of the Site and Application (and your access to or use of certain aspects of the Services or DeskDeal Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for in a specific area of the Site, Application, Services or DeskDeal, then the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services or DeskDeal Content.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH VENUE MANAGERS MAY CREATE LISTINGS (DEFINED BELOW) FOR VENUES AND REGISTERED USERS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK SUCH VENUES. YOU UNDERSTAND AND AGREE THAT DESKDEAL IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN VENUE MANAGERS AND REGISTERED USERS, NOR IS DESKDEAL A REAL ESTATE BROKER, AGENT OR INSURER. DESKDEAL HAS NO CONTROL OVER THE CONDUCT OF VENUE MANAGERS, REGISTERED USERS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY VENUES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES OR DESKDEAL.

THE INDEX

DEFINITIONS – key terms used throughout this agreement are defined in this section.

GETTING STARTED – terms on creating an account, basic features of the service and service limitations are set out in this section.

LISTING SERVICES FOR VENUE MANAGERS – these terms are especially relevant for registered users who want to create listing for one or more venues and for registered users who want to book a venue.

FINANCIAL TERMS FOR VENUE MANAGERS – these sections describe the fee and payment structure if you are a registered user who has used the services to list a venue.

BOOKINGS AND FINANCIAL TERMS FOR REGISTERED USERS WHO BOOK A VENUE – these sections describe the fee and payment structure if you are a registered user who has used the services to book a venue.

CANCELLATION AND REFUND POLICY – these sections address cancellations by venue managers or registered users who have booked a venue and circumstances in which refunds may be due.

USER CONDUCT – is a set of terms which apply to all users of the DeskDeal site, applications and services. By using our services you are agreeing to adhere to this policy.

INTELLECTUAL PROPERTY RIGHTS & LICENSING – in order to make the services available to you while protecting our intellectual property, we have to explain what we own and what rights we grant to you. These sections cover third party IP issues, such as user content and licensing from third party app stores as well as information on links and feedback provided to us.

TERMINATION, SUSPENSION AND CANCELLATIONS – everything you need to know about cancelling, terminating accounts and how we exercise our rights to terminate, suspend and cancel from time to time.

LIABILITY TERMS – key terms on how we limit our liability and what we are and are not responsible for are in these sections which you should read carefully before using the services.

GENERAL TERMS – standard legal provisions on everything from governing law to assignment. Check these sections for the full picture on what it means to contract to use the services.

1. DEFINITIONS

1. **“We price Match”** means the guarantee issued by DeskDeal stating that DeskDeal offers the best rate for a venue and that no lower rate can be found online for the same room with the same check-in and check-out dates and the same booking conditions.
2. **“Booking Request”** means all spaces that are not instantly bookable and will be submitted to the Venue Manager for review before being confirmed.
3. **“Booking Request Period”** means the time period set by DeskDeal (unless it is an Instant Booking) for any Booking which requires Vendor approval. The Booking Request Period is a timeframe in which Venue Manager may decide whether to confirm or reject that Booking Request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.
4. **“Content”** means text, graphics, images, software (excluding the Application), audio, video, information or other materials.
5. **“Instant Booking”** means all spaces that can be booked instantly by the Registered Users. The default setting for Venues is Instant Booking unless Venue Manager selects otherwise.
6. **“Listing”** means a Venue that is visible to the general public and available for booking via the Site, Application, and Services.
7. **“User Content”** means all Content that a User posts, uploads, publishes, submits or transmits to be made available through the Site, Application or Services.
8. **“Service Fees”** refers to the DeskDeal Commission and any other fees or commissions outlined in these terms.
9. **“DeskDeal Content”** means all Content that DeskDeal makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding User Content.
10. **“Site”** means <https://www.deskdeal.com/> and all domains owned by DeskDeal.
11. **“Tax”** or **“Taxes”** mean any sales taxes, value added taxes (VAT, BTW), goods and services taxes (GST) and other similar tax imposed by any municipal, provincial, state or federal taxing authority, whether direct or indirect, including withholding and personal or corporate income taxes.
12. **“Venue”** means the specific location listed in a Listing by a Venue Manager.
13. **“Venue Manager”** means a Registered User who either owns and/or manages a Listing via the Site or Application on behalf of a Venue Manager. The Venue Manager’s roles and access settings are defined on the Site. Venues will, at all times have at least one Venue Manager, which has full access and permissions to perform management functions, adjust settings and preferences, manage roles, manage funds and payments, sign up for services, and perform other key functions that the DeskDeal products offer.
14. **“User”** collectively any end user of the Services including site visitor who just browse Listings as well as Users who complete DeskDeal’s account registration process, including Venue Managers and Registered Users, as described under “Account Registration” below.

GETTING STARTED

2. **Eligibility.** The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.

3. **How the Site, Application and Services Work.** The Site, Application and Services can be used to facilitate the listing and booking of business venues and other properties (“Venues”). Such Venues are included in Listings on the Site, Application and Services by Venue Managers. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book a Venue or create a Listing, then you must first register to create a DeskDeal Account (defined below). DeskDeal makes available a platform or marketplace with related technology for Registered Users to book work and meeting spaces in Venues listed by Venue Managers. DeskDeal is not an owner or operator of properties, including Venues, nor is it a provider of properties, including Venues, and DeskDeal does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including Venues, or any transportation or travel services. DeskDeal’s responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) serving

as the limited agent of each Venue Manager for the purpose of accepting payments from Registered Users on behalf of the Venue Manager.

THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF VENUES. DESKDEAL CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY VENUES. DESKDEAL IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND VENUES. ANY BOOKINGS MADE ARE AT THE REGISTERED USERS'S OWN RISK.

4. Account registration

4.1. In order to access certain features of the Site and Application, and to book a Venue or create a Listing, you must register to create an account ("**DeskDeal Account**") and become a Registered User.

4.2. We will create your DeskDeal Account and your DeskDeal Account profile page for your use of the Site and Application based upon the personal information you provide to us. You may not have more than one active DeskDeal Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. DeskDeal reserves the right to suspend or terminate your DeskDeal Account and your access to the Site, Application and Services if you create more than one DeskDeal Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your DeskDeal Account, whether or not you have authorized such activities or actions. You will immediately notify DeskDeal of any unauthorized use of your DeskDeal Account.

5. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. DeskDeal have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

6. **No Endorsement.** DeskDeal does not warrant the accuracy, completeness or usefulness of information on the Site or Application. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. DeskDeal does not endorse any Users or any Venues. In addition, although these Terms require Users to provide accurate information, we do not attempt to confirm, and do not confirm, any User's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Site, Application and Services. We are not responsible for any damage or harm resulting from your interactions with other Users.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the particular Users or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from DeskDeal with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Users on the Site and Services regarding any bookings or Listings made by you. This limitation does not apply to any claim by a Venue Manager against DeskDeal regarding the remittance of payments received from a Registered Users by DeskDeal on behalf of a Venue Manager, which is governed by the limitations in the section below entitled "Limitation of Liability".

LISTING SERVICES GENERALLY

7. Venue Listings for Registered Users

7.1 As a Registered User, you may create Listings and submit the same for approval by DeskDeal. It is your responsibility to ensure that you are not violating any applicable laws in your jurisdiction by listing Venues for rent through the Services. When creating a Listing, you will be asked a variety of questions about the Venue to be listed, such as the location, capacity, size, available workstations, work culture, features, availability of the Venue and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all Venues must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. Other Users will be able to book your Venue via the Site, Application and Services based upon the information provided in your Listing. You understand and agree that once a Registered Users requests a booking of your Venue, the price for such booking may not be altered. By creating a Listing you represent and warrant you have sufficient rights in and to the Venue to participate in the Service as a Venue Manager, and your participation in the Service as a Venue Manager will not violate or result in the breach of any agreement between you and any third party, including any lease agreement or other agreement relating to the Venue and that any Venue you offer for bookings hereunder is (i) free of any known conditions or defects that would pose a hazard to or risk the safety of any User; (ii) clean and ready to use at the start of each booking period; (iii) in a safe condition and in compliance with law and any applicable building requirements; (iv) does not violate any lease or other agreements relating to Venue or any building policies, and you are solely responsible for and shall indemnify DeskDeal against any fines, losses or other liability arising from such violations; (v) the Venue will be available to the Registered User at the time specified time agreed to between you and the User.

7.2 As a Venue Manager, you acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you further represent and warrant that any Listing you post and the booking of, or Registered Users booking of, a Venue in a Listing you post (i) will not breach any agreements you have entered into with any third parties and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any Venue included in a Listing you post, including zoning laws and laws governing bookings of business offices and other properties, and (b) not conflict with the rights of third parties. Please note that DeskDeal assumes no responsibility for a Venue Manager's compliance with any applicable laws, rules and regulations. DeskDeal reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that DeskDeal, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

7.3 Booking requests. If you are a Venue Manager and a booking is requested for your Venue via the Site or Application, you must either confirm or reject the booking within 24 hours of when the booking is requested (as determined by DeskDeal in its sole discretion) or the booking request will be automatically cancelled. When a booking is requested via the Site, Application or Services, we will share with you the details of the Registered Users who has requested the booking, If you are unable to confirm or decide to reject a booking of a Venue within such 24 hour period, any amounts collected by DeskDeal for the requested booking will be refunded to the applicable Registered Users's payment method and any pre-authorization of such credit card will be released. When you confirm a booking requested by a Registered Users, DeskDeal will send you an email, text message or message via the Application confirming such booking, depending on the selections you make via the Site, Application and Services.

7.4 You understand and agree that DeskDeal does not act as an insurer or as a contracting agent for you as a Venue Manager. If a Registered Users requests a booking of your Venue and attends at your Venue, any agreement you enter into with such Registered Users is between you and the Registered Users and DeskDeal is not a party thereto. Notwithstanding the foregoing, DeskDeal serves as the limited authorized agent of the Venue Manager for the purpose of accepting payments from Registered Users on behalf of the Venue Manager and is responsible for transmitting such payments to the Venue Manager. Each Venue Manager is responsible for determining applicable Taxes and for including any applicable Taxes to be collected or obligations relating to applicable Taxes in Listings (see additional information under "Taxes" below).

7.5 You acknowledge and agree that, as a Venue Manager, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who work at or are otherwise present at the Venue at your request or invitation, excluding the Registered Users (and the individuals the Registered Users invites to the Venue, if applicable).

7.6 DeskDeal recommends that Venue Managers obtain appropriate insurance for their Venues. Please review any insurance policy that you may have for your Venue carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including whether or not your insurance policy will cover the actions or inactions of Registered Users (and the individuals the Registered Users invites to the Venue, if applicable) while at your Venue.

8. Reviews and Feedback. Both Users and Venue Managers may submit feedback of the Service following the completion of a Venue booking transaction. You acknowledge and agree that other users may publicly post ratings and reviews of you or your Venue, as applicable, and that DeskDeal may, but is not obligated to, monitor such postings and is not responsible in any manner for such ratings and reviews, and you hereby release DeskDeal from any and all claims, causes of actions, obligations or liabilities arising from or relating to such ratings and reviews.

9. Instant Booking and Booking Requests

9.1 When you, as a Venue Manager, complete your Listing by submitting all the required Listing information, it can be reviewed and verified by DeskDeal. During the review process, you may be contacted by DeskDeal and requested to submit additional information or complete additional steps in order for your listing to be Listed. DESKDEAL RESERVES THE RIGHT TO ACCEPT OR DECLINE VENUE LISTINGS AT ITS OWN DISCRETION.

9.2 When you finalize a Listing and the Venue appears LIVE on the site, your Venue spaces will be, by default, available for "Instant Booking." This means that a User may book your Venue automatically on the Site without needing to submit a Booking Request form to you. You have the option of de-activating or opting-out of the Instant Booking option for any of the Venue spaces listed on the marketplace. If you choose to deactivate the Instant Booking option, you can opt into a "Booking Request" system for all or some of the spaces within your Venue(s). Using this system will enable you to review a Booking before it is confirmed. The Booking Request system is a tool DeskDeal makes available to you to help you to make informed decisions about which Users you choose to confirm for booking for your Venue.

9.3 When you opt-out of Instant Booking and opt into a booking request system, you will be able to review User's details before responding to the booking request. Your response to the booking request is required in order to confirm the booking. If a booking request has not been replied to, DeskDeal reserves the right to cancel the booking. Workspaces that are available for instant booking may be given priority in search results. More information on how to set such requirements is available via the "Help" section of the Site.

FINANCIAL TERMS FOR VENUE MANAGERS

10. Fees, Commission, and Payment. The fees displayed in each Listing are comprised of the Venue Fees (defined below). Where applicable, Taxes may be charged in addition to the Venue Fees. The Venue Fees and applicable Taxes are collectively referred to in these Terms as the "**Total Fees**". The amounts due and payable by a Registered Users solely relating to a Venue Manager's Venue are the "**Venue Fees**". DeskDeal collects the commission from Venue Managers for all successful bookings ("**DeskDeal Commission**"). DeskDeal deducts the DeskDeal Commission from the Total Fees collected prior to making any payment to the Venue Manager. Once the DeskDeal Commission has been deducted from the Total Fees, DeskDeal will initiate payment of the remaining balance, plus any applicable taxes to the Venue Manager (the "**Amount Due**"). DeskDeal will collect the Total Fees and will initiate payment of the Amount Due to the Venue Manager (except to the extent that a refund is due to the Registered Users). There will be no DeskDeal Commission for Bookings cancelled and refunded under the terms of the Cancellation Policy. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE DESKDEAL COMMISSION IS NON-REFUNDABLE. DESKDEAL RESERVES THE RIGHT TO CHANGE THE DESKDEAL COMMISSION FROM TIME TO TIME.

11. DeskDeal's or its affiliates will remit the Amount Due to Venue Managers via Bank wire in the currency of the Listing to which the Amount Due relates. Payments are made once a month on or around the date indicated on the Site. For any payments by DeskDeal in currencies other than Euro's, DeskDeal may deduct foreign currency processing costs from such payments.

12.1 The Venue shall give DeskDeal rate and availability parity ("**Parity**").

Rate Parity means the same or better rates for the same venue, same space type, same dates, same facilities, same number of guests, same or better amenities and add-ons (e.g. free lunch, Wi-Fi), same or better restrictions and policies as are available through the Venue's websites, apps or call centers (including the customer reservation system), or directly at the Venue, with any competitor of DeskDeal (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Venue. Rate parity does not apply with respect to rates intended for a closed user group ("closed user group" means a group with defined limitations where membership is not automatic and where: (i) consumers actively opt in to become a member; (ii) any online or mobile interface used by closed user group members is password protected; (iii) closed user group members have completed a customer profile; and (iv) the consumer to which the rate is offered or made available has already made at least one prior booking as a member of the closed user group) provided that such rates are not (directly or indirectly) publicly (made) available. In the event that a closed user group rate is (directly or indirectly) publicly (made) available (by the Venue, a (direct/indirect) competitor of DeskDeal or on any third party (platform) (including any (meta) search engine or price comparison website), DeskDeal is entitled to rate parity for such rate. Availability Parity means that the Venue shall provide DeskDeal with such availability (i.e. spaces available for booking at the Platform) that are at least as favourable as those provided to any competitor of DeskDeal (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Venue.

12.2 **Venue Commission Fees.** As a Venue Manager, you may establish the booking fee for your Venue Listings in the Site. The price you enter will be the displayed price on the Site. DeskDeal will charge a commission with a minimum commission fee on all successful bookings generated through the DeskDeal platform or application. As per regular Listings, this amount will be deducted from Total Fees paid by the Registered Users and dispersed to you, along with any applicable taxes collected, at the end of each payment period. If the Total Fees exceed the Fees Collected, DeskDeal will invoice the Venue Manager for any amount owed by the Venue Manager and the Venue Manager shall pay such amounts within 30 days after invoicing.

12.3 DeskDeal reserves the right to withhold payment to your account any amounts otherwise due to us under this Agreement, or any amounts due as a result of a breach of these Terms of Use by you, pending DeskDeal's reasonable investigation of such breach. In addition, DeskDeal may withhold or deduct from amounts to be paid to a Venue Manager in connection with these Terms of Use any charges or fees that are disputed or otherwise not paid by a User or a credit card company or other payment provider, and DeskDeal may charge you (and you shall pay) any such amounts in the event that DeskDeal has already paid such amounts to you.

13. **Withholdings and Taxes.** Venue Manager agrees to pay all applicable taxes or charges imposed by any government entity in connection with use or DeskDeal's supply of the Service. Specifically, Venue Manager is responsible for any sales or value-added taxes or charges imposed by any government entity in connection with use or DeskDeal's supply of the Service. Where such taxes apply, you may choose to provide sales or value-added tax information to DeskDeal, and, if you provide such information, DeskDeal will calculate and add the specified sales or value-added tax to the listed booking fees and will collect the specified sales or value-added tax along with the Fees Collected from the Registered User (the "**Calculated Sales Tax**"). Following such collection, DeskDeal will report and remit the Calculated Sales Tax to the applicable Venue Manager when paying the Amount Due. It is Venue Managers obligation to remit the applicable Calculated Sales Tax to the applicable tax authorities. It is the Venue Managers obligation to ensure their Listing includes the applicable Calculated Sales Tax and on receipt of such collected sums from DeskDeal, to remit the applicable Calculated Sale Tax to the appropriate tax authority.

To ensure proper payment, Registered Users are solely responsible for providing and maintaining accurate contact and payment information associated with your account, which includes without limitation applicable tax information, and you shall keep complete and accurate records regarding Venue usage and payment by Users. DeskDeal may audit such records upon reasonable notice to confirm proper payment hereunder and otherwise confirm compliance with these Terms. If DeskDeal believes that it is obligated to obtain tax information and you do not provide this information after being requested to do so, DeskDeal may withhold your payments until you provide this information or confirm in a manner that is satisfactory to DeskDeal that you are not a person or entity from whom DeskDeal is required to obtain tax information. Any bank fees arising from any error or omission in your payment information or contact information may be deducted from your payments. If you dispute any payment made hereunder, you must notify DeskDeal in writing within 30 days of any such payment; failure to so notify DeskDeal shall result in the waiver by you of any claim relating to any such disputed payment.

14. Appointment of DeskDeal as Payment Agent for Venue Manager. Each Venue Manager hereby appoints DeskDeal as the Venue Manager's limited agent solely for the purpose of collecting payments made by Registered Users on behalf of the Venue Manager. Each Venue Manager agrees that payment made by a Registered Users to DeskDeal shall be considered the same as a payment made directly to the Venue Manager and the Venue Manager will make the Venue available to Registered Users in the agreed upon manner as if the Venue Manager has received the Venue Fees. Each Venue Manager agrees that DeskDeal may, in accordance with the cancellation policy selected by the Venue Manager and reflected in the relevant Listing, (i) permit the Registered Users to cancel the booking and (ii) refund to the Registered Users that portion of the Venue Fees specified in the applicable cancellation policy. In accepting appointment as the limited authorized agent of the Venue Manager, DeskDeal assumes no liability for any acts or omissions of the Venue Manager. Please note that DeskDeal does not currently charge fees for the creation of Listings. However, you acknowledge and agree that DeskDeal reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that DeskDeal will provide notice of any Listing fee collection via the Site, Application and Services, prior to implementing such a Listing fee feature.

BOOKINGS AND FINANCIAL TERMS FOR REGISTERED USERS

15. Venue fees

15.1 The Venue Managers, not DeskDeal, are solely responsible for honoring any confirmed bookings and making available any Venues reserved through the Site, Application and Services. If you, as a Registered Users, choose to enter into a transaction with a Venue Manager for the booking of a Venue, you agree and understand that you will be required to enter into an agreement with the Venue Manager and you agree to accept any terms, conditions, rules and restrictions associated with such Venue imposed by the Venue Manager. Please note that it is the Venue Manager and not DeskDeal that determines the Venue Fees. The Venue Fee may include other fees, at the Venue Manager's discretion.

15.2 You acknowledge and agree that you, and not DeskDeal, will be responsible for performing the obligations of any such agreements, that DeskDeal is not a party to such agreements, and that, with the exception of its payment obligations hereunder, DeskDeal disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that DeskDeal is not a party to the agreement between a Registered User and the Venue Manager, DeskDeal acts as the Venue Manager's payment agent for the limited purpose of accepting payments from you on behalf of the Venue Manager. Upon your payment of amounts to DeskDeal that are due to the Venue Manager, your payment obligation to the Venue Manager for such amounts is extinguished, and DeskDeal is responsible for remitting such amounts, less DeskDeal's Commission, to the Venue Manager. If DeskDeal does not remit any such amounts to a Venue Manager, then such Venue Manager will have recourse only against DeskDeal. Listings for Venues will specify the Total Fees. As noted above, the Venue Manager is required to either confirm or reject the booking within 24 hours of when the booking is requested (as determined by DeskDeal in its sole discretion) or the requested booking will be automatically cancelled. If a requested booking is cancelled (i.e. not confirmed by the applicable Venue Manager), any amounts collected by DeskDeal will be refunded to such Registered Users, depending on the selections the Registered Users makes via the Site and Application, and any pre-authorization of such Registered Users's credit card will be released, if applicable.

15.3 As a User you agree to pay DeskDeal for the Total Fees for any booking requested in connection with your DeskDeal Account if such requested bookings are confirmed by the applicable Venue Manager. In order to establish a booking pending the applicable Venue Manager's confirmation of your requested booking, you understand and agree that DeskDeal, on behalf of the Venue Manager, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, or a similar sum in the currency in which you are transacting (e.g., one euro) to verify your credit card.

15.4 In connection with your requested booking, you may be asked to provide customary billing information such as name, billing address and possibly credit card information either to DeskDeal or its third party payment processor. You agree to pay DeskDeal for any confirmed bookings made in connection with your DeskDeal Account in accordance with these Terms by one of the methods described on the Site or Application – e.g. by credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by DeskDeal or indirectly, via a third party online payment processor or by one of the payment methods described on the Site or Application. You also authorize DeskDeal to charge your credit card in the event of damage caused at a Venue as contemplated under "Damage to Venues" below and for Security Deposits, if applicable. If you are directed to DeskDeal's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.

15.5 **Recurring Payments.** In some instances, Registered Users may be required to make recurring, incremental payments toward the Total Fees owed for a confirmed booking before beginning his or her stay at the applicable Venue (collectively, "Recurring Payments"). More information on Recurring Payments will be made available via the Site, Application and Services, if applicable. If Recurring Payments apply to a confirmed booking, then the Client authorizes DeskDeal Payments, on behalf of Venue Manager, to collect the Total Fees and the Venue Manager agrees that such DeskDeal entity will initiate payouts to the Venue Manager, in the increments and at the frequency associated with the applicable Recurring Payments, identified on the Site, Application and Services.

CANCELLATIONS & REFUND POLICY

16. **User Cancellations.** NO REFUND IS AVAILABLE FOR ANY CANCELLATION MADE BY A USER AFTER THE LISTING BOOKING TIME OR ANYTIME AFTER THE BOOKING HAS BEGUN. Users will be fully refunded for cancellations made a full 24 hours prior to start of the Listing Booking time. Users will be refunded for the Venue Fees (80% of the Total Fees) for cancellations made within one hour of booking a Listing and before the Booking starts (20% of the Total Fees retained is a transactional fee retained by DeskDeal). A Booking is not officially cancelled until the Registered User receives cancellation confirmation e-mail from DeskDeal. If the cancellation e-mail is not received, contact DeskDeal at info@deskdeal.com.

17. **Venue Manager Cancellations.** If a Venue Manager cancels a confirmed booking made via the Site, Services, and Application, (i) DeskDeal Payments will refund the Total Fees for such booking to the applicable Client within a commercially reasonable time of the cancellation and (ii) the Client will receive an email or other communication from DeskDeal containing alternative Listings and other related information. If a Venue Manager cancelled a confirmed booking and you, as a Client, have not received an email or other communication from DeskDeal, please contact DeskDeal at info@deskdeal.com.

If, as a Venue Manager, you cancel a confirmed booking, DeskDeal may apply penalties or consequences to you or your Listing, including (i) publishing an automated review on your Listing indicating that a Booking was cancelled, (ii) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled booking, (iii) imposing a cancellation fee to be withheld from your future payouts (you will be notified of the situations in which a cancellation fee applies before you decide to cancel), or (iv) removing the listed space or venue for a period of time, or entirely banning the venue from using the DeskDeal platform or services.

18. Cancellation Disputes. If a dispute arises concerning a cancellation and/or a refund, the parties shall first attempt in good faith to resolve such dispute by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis, either party may, by written notice to DeskDeal within 24 hours of the Booking start time (“**Dispute Notice**”), refer such dispute to DeskDeal for mediation. After a Dispute Notice has been provided to DeskDeal, the parties agree that any decision made by DeskDeal concerning the dispute will be final and binding.

In certain circumstances, DeskDeal may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Site, Application or Services. DeskDeal may also determine, in its sole discretion, to refund to the Client for part or all of the amounts charged to the Client in accordance with the Client Refund Policy. You agree that DeskDeal and the relevant Client will not have any liability for such cancellations or refunds.

19. Damage to Venues.

19.1 As a Registered User, you are responsible for leaving the Venue in the condition it was in when you arrived. You acknowledge and agree that, as a Registered User, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite to, or otherwise provide access to, the Venue. If a Venue Manager claims otherwise and provides evidence of damage, such as photographs, then you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given 48 hours to respond, the payment can be charged to and taken from the credit card on file in your DeskDeal Account. DeskDeal also reserves the right to charge the credit card on file in your DeskDeal Account, or otherwise collect payment from you and pursue any avenues available to DeskDeal in this regard in situations in which you have been determined, in DeskDeal’s sole discretion, to have damaged any Venue, including in relation to any payment requests made by Venue Managers under the DeskDeal Venue Manager Guarantee, and in relation to any payments made by DeskDeal to Venue Managers. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Venue to the applicable Venue Manager or to DeskDeal (if applicable).

19.2 Both Registered Users and Venue Managers agree to cooperate with and assist DeskDeal in good faith, and to provide DeskDeal with such information and take such actions as may be reasonably requested by DeskDeal, in connection with any complaints or claims made by Users relating to Venues or any personal or other property located at a Venue (including payment requests made under the DeskDeal Venue Manager Guarantee) or with respect to any investigation undertaken by DeskDeal or a representative of DeskDeal regarding use or abuse of the Site, Application or the Services. If you are a Registered User, upon DeskDeal’s reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Venue Manager, at no cost to you, which process will be conducted by DeskDeal or a third party selected by DeskDeal, with respect to losses for which the Venue Manager is requesting payment from DeskDeal under the DeskDeal Venue Manager Guarantee. If you are a Registered User, you understand and agree that DeskDeal reserves the right, in its sole discretion, to make a claim under your insurance policy related to any damage or loss that you may have caused or been responsible for to a Venue or any personal or other property located at a Venue (including amounts paid by DeskDeal. You agree to cooperate with and assist DeskDeal in good faith, and to provide DeskDeal with such information as may be reasonably requested by DeskDeal in order to make a claim under your property’s insurance policy, including executing documents and taking such further acts as DeskDeal may reasonably request, to assist DeskDeal in accomplishing the foregoing.

20. User Conduct. You are solely responsible for compliance with any and all laws, rules, regulations and Tax obligations that may apply to your use of the Site, Application, Services and Content. In connection with your use of our Site, Application and Services, you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including zoning restrictions and tax regulations;

- use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Site, Application, Services or Content;
- use the Site, Application or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site, Application, Services or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application or Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to advertising commercial workspaces.
- "stalk" or harass any other user of our Site, Application or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as an DeskDeal Registered Users or Venue Manager;
- offer, as a Venue Manager, any Venues that you do not yourself own or have permission to book as a workplace, office premises or other property (without limiting the foregoing, you will not list Venues as a Venue Manager if you are serving in the capacity of a booking agent or listing agent for a third party);
- offer, as a Venue Manager, any Venue that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including a property booking agreement;
- register for more than one DeskDeal Account or register for an DeskDeal Account on behalf of an individual other than yourself;
- contact a Venue Manager for any purpose other than asking a question related to a booking, such Venue Manager’s Venues or Listings;
- contact a Registered Users for any purpose other than asking a question related to a booking or such Registered Users’s use of the Site, Application and Services;
- when acting as a Registered Users or otherwise, recruit or otherwise solicit any Venue Manager or other User to join third party services or websites that are competitive to DeskDeal, without DeskDeal’s prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information or otherwise interact with the Site, Application or Services;
- use the Site, Application and Services to find a Venue Manager or Registered Users and then complete a booking of a Venue transaction independent of the Site, Application or Services in order to circumvent the obligation to pay any Service Fees related to DeskDeal’s provision of the Services;
- as a Venue Manager, submit any Listing with a false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;

- use, display, mirror or frame the Site or Application or any individual element within the Site, Services or Application, DeskDeal’s name, any DeskDeal trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without DeskDeal’s express written consent;
- access, tamper with, or use non-public areas of the Site or Application, DeskDeal’s computer systems, or the technical delivery systems of DeskDeal’s providers;
- attempt to probe, scan, or test the vulnerability of any DeskDeal system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by DeskDeal or any of DeskDeal’s providers or any other third party (including another user) to protect the Site, Services, Application or DeskDeal;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or DeskDeal to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or DeskDeal; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

INTELLECTUAL PROPERTY RIGHTS & LICENSING

21. **Ownership.** The Site, Application, Services and DeskDeal are owned by DeskDeal.com B.V., its licensors or other providers of such material and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for your use in connection with the Services.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you make take such actions as are enabled by such features.

22. **Trademarks.** DESKDEAL and all related names, logos, product and service names, designs and slogans are trademarks of DeskDeal.com B.V. or its affiliates or licensors. You must not use such marks without the prior written permission of DeskDeal or its affiliates. All other names, logos, product and service names, designs and slogans on the Site, Application and Service are the trademarks of their respective owners.

23. **Third Party App Store Additional Terms and Conditions.** The following additional terms and conditions apply to you if you are using the App from the Apple App Store or from GooglePlay (each an “**App Store Provider**”). To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this Section 31, the more restrictive or conflicting terms and conditions in this Section 31 apply, but solely with respect to the App from the App Store Provider. You acknowledge and agree that:

- a. this Agreement is concluded solely between DeskDeal and you and not with The App Store Provider, and DeskDeal not The App Store Provider, is solely responsible for the App and the content thereof. To the extent this Agreement provides for usage rules for the App which are less restrictive or in conflict with the App Store Terms of Service, the more restrictive or conflicting The App Store Provider term will take precedence and will apply;

- b. The App Store Provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. DeskDeal is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify The App Store Provider, and The App Store Provider will refund the purchase price for App to you and to the maximum extent permitted by applicable law, The App Store Provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be DeskDeal's sole responsibility;
- c. DeskDeal, not The App Store Provider, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation.; and/or (iv) intellectual property infringement claims; and
- d. The App Store Provider, and The App Store Provider's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, The App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

24. DeskDeal Content and User Content License. Subject to your compliance with the terms and conditions of these Terms, DeskDeal grants you a limited, non-exclusive, non-transferable license to (i) access and view any DeskDeal Content solely for your personal and non-commercial purposes and (ii) access and view any User Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or DeskDeal, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by DeskDeal or its licensors, except for the licenses and rights expressly granted in these Terms.

25. User Content. We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Site, Application and Services, you hereby grant to DeskDeal a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view and otherwise exploit such User Content on, through, or by means of the Site, Application and Services. DeskDeal does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

25.1 You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to DeskDeal the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or DeskDeal's use of the User Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

26. Links. The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that DeskDeal is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by DeskDeal of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

27. **Feedback.** We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("**Feedback**"). You may submit Feedback by emailing us at info@deskdeal.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of DeskDeal and you hereby irrevocably assign to DeskDeal and agree to irrevocably assign to DeskDeal all of your right, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At DeskDeal's request and expense, you will execute documents and take such further acts as DeskDeal may reasonably request to assist DeskDeal to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback.

28. **Copyright Policy.** DeskDeal respects copyright law and expects its users to do the same. It is DeskDeal's policy to terminate in appropriate circumstances the DeskDeal Accounts of Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

TERMINATION, SUSPENSION AND CANCELLATIONS

29. **Suspension, Termination and DeskDeal Account Cancellation.** We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your DeskDeal Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your DeskDeal Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Application, Services, your DeskDeal Account, your User Content, or receive assistance from DeskDeal Registered Users service, (b) any pending or accepted future bookings as either Venue Manager or Client will be immediately terminated, (c) we may communicate to your Clients or Venue Managers or Venue Managers that a potential or confirmed booking has been cancelled, (d) we may refund your Clients in full for any and all confirmed Bookings, irrespective of pre-existing cancellation policies, (e) we may contact your Clients to inform them about potential alternate accommodations with other Venue Managers that may be available on the Site, Application and Services, and (f) you will not be entitled to any compensation for Bookings or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your DeskDeal Account. You may cancel your DeskDeal Account at any time via the account feature of the Services or by sending an email to info@deskdeal.com. Please note that if your DeskDeal Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

30. **Monitoring and Enforcement.** We have the right to:

1. Remove or refuse to post or reject any Listing or Venue for any or no reason in our sole discretion.
2. Take any action with respect to any Listing that we deem necessary or appropriate in our sole discretion, including if we believe that such Listing violates the Terms of Use, threatens the personal safety of Users or users of the Site or the public or could create liability for DeskDeal.com B.V.
3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site, Application or Services.
5. Terminate or suspend your access to all or part of the Site, Application or Services for any or no reason for any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site, Application or Services. YOU WAIVE AND HOLD DESKDEAL.COM B.V. HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE DESKDEAL.COM B.V. DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY DESKDEAL.COM B.V. OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all Listings before it is posted on the Site, Application or Services, and cannot ensure prompt removal of objectionable Listings after they have been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or

third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

31. Changes to Site, Applications or Services. DeskDeal reserves the right to withdraw or amend this Site, and any service or material DeskDeal provide on the Site, in our sole discretion without notice. DeskDeal will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, DeskDeal may restrict access to some parts of the Site, or the entire Site, to users, including Users. You are responsible for:

- a. Making all arrangements necessary for you to have access to the Site.
- b. Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Service and comply with them.

LIABILITY TERMS

32. Disclaimers. IF YOU CHOOSE TO USE THE SITE, APPLICATION OR SERVICES, THEN YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT DESKDEAL DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER, INCLUDING REGISTERED USERS AND VENUE MANAGERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE, APPLICATION, SERVICES, AND DESKDEAL ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WITHOUT LIMITING THE FOREGOING, DESKDEAL EXPLICITLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY REPRESENTATIONS, WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DESKDEAL MAKES NO WARRANTY OR GIVES ANY REPRESENTATION OR CONDITION THAT THE SITE, APPLICATION, SERVICES, CONTENT, INCLUDING THE LISTINGS OR ANY VENUES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS. DESKDEAL MAKES NO REPRESENTATION, WARRANTY OR CONDITION REGARDING THE QUALITY OF ANY LISTINGS, VENUES, YOUR ACCRUAL OF DESKDEAL BOOKING CREDITS, THE SERVICES OR CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE, APPLICATION, OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DESKDEAL OR THROUGH THE SITE, APPLICATION, SERVICES OR DESKDEAL, WILL CREATE ANY REPRESENTATION, WARRANTY OR CONDITION NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING ANY VENUE MANAGERS OR REGISTERED USERS. YOU UNDERSTAND THAT DESKDEAL DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY VENUES. DESKDEAL MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING REGISTERED USERS AND VENUE MANAGERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY DESKDEAL. NOTWITHSTANDING DESKDEAL'S APPOINTMENT AS THE LIMITED AGENT OF THE VENUE MANAGERS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM REGISTERED USERS ON BEHALF OF THE VENUE MANAGERS, DESKDEAL EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY REGISTERED USERS OR OTHER THIRD PARTY.

33. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND DESKDEAL, YOUR LISTING OR BOOKING OF ANY VENUES VIA THE SITE, APPLICATION AND SERVICES AND ANY CONTACT YOU HAVE WITH OTHER USERS OF DESKDEAL WHETHER IN PERSON OR ONLINE REMAINS WITH

YOU. NEITHER DESKDEAL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, OR DESKDEAL WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR DESKDEAL, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR FROM YOUR LISTING OR BOOKING OF ANY VENUE VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DESKDEAL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE VENUE MANAGERS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE DESKDEAL VENUE MANAGER GUARANTEE, IN NO EVENT WILL DESKDEAL'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING FROM YOUR LISTING OR BOOKING OF ANY VENUE USING THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR DESKDEAL AND IN CONNECTION WITH ANY VENUE OR INTERACTIONS WITH ANY OTHER USERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A REGISTERED USERS IN THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A VENUE MANAGER, THE AMOUNTS PAID BY DESKDEAL TO YOU IN THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR US\$100, IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DESKDEAL AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

34. Indemnification. You agree to release, defend, indemnify, and hold harmless DeskDeal and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services or DeskDeal or your violation of these Terms; (b) your User Content; and (c) your (i) interaction with any User, (ii) booking of a Venue, (iii) creation of a Listing or (iv) the use, condition or booking of a Venue by you, including any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a booking or use of a Venue.

GENERAL TERMS

35. Export Control and Restricted Countries. You may not use, export, re-export, import, or transfer the Application except as authorized by applicable law, including the laws of the jurisdiction in which you obtained the Application. DeskDeal does not permit Listings associated with certain countries due to embargo restrictions under applicable laws.

36. Reporting Misconduct. If you stay with a Venue or anyone who you feel is acting or has acted inappropriately, including anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to DeskDeal by contacting us with your police station and report number at info@deskdeal.com; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

37. Modifications. DeskDeal reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, then we will post the modification on the Site or via the Application or provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or

have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, then your only recourse is to cease using the Site, Application and Services.

38. Entire Agreement. These Terms and the Privacy Policy constitute the entire and exclusive understanding and agreement between DeskDeal and you regarding the Site, Application, Services, DeskDeal, and any bookings or Listings of Venues made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between DeskDeal and you regarding bookings or listings of Venues, the Site, Application, Services, and DeskDeal.

39. Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without DeskDeal's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. DeskDeal may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

40. Notices. Any notices or other communications permitted or required under these Terms, including those regarding modifications to these Terms, will be in writing and given by DeskDeal (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

41. Controlling Law and Jurisdiction. These Terms will be interpreted in accordance with the Dutch laws, without regard to conflict-of-law provisions. You and DeskDeal agree to submit to the personal jurisdiction of a court located in Amsterdam, the Netherlands for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights, as set forth in the Dispute Resolution provision below in these Terms.

42. Dispute Resolution. You and DeskDeal agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "Disputes") will be settled exclusively by binding arbitration by a single arbitrator, except that each party retains the right to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. Further, unless both you and DeskDeal otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms. The location of the arbitration will be Amsterdam, the Netherlands.

43. General. The failure of DeskDeal to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of DeskDeal. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

44. Contacting DeskDeal. If you have any questions about these Terms please feel free to contact DeskDeal at info@deskdeal.com.