

These terms and conditions apply to all agreements with ZIPPERZ Business Center.

Section 1 – Preface

Terms and Conditions of ZIPPERZ Business Center, located in Rotterdam, the Netherlands (Olympiaweg 4-A, 3077 AL), registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under the number 67937551, tax registration number NL180118511B03.

Section 2 – Definitions

ZIPPERZ Business Center offers flexible workspace, office space, meeting rooms, workshop rooms and/or speaking rooms to (small) business owners and self-employed people. As a mere location, ZIPPERZ Business Center has no liability.

User: the natural or legal person who makes use of ZIPPERZ Business Center's facilities.

Agreement: any agreement, came to in any which way, between ZIPPERZ Business Center and the user, any modification of it or addendum to it, as well as any (legal) activities in order to come to said agreement or execute it.

Flexible workspace: an installed workplace with at least a desk, a (swivel) chair and internet connection.

Office space: a workplace with at least a desk, a (swivel) chair and internet connection.

Meeting room: a room in which meetings can be held and where at least a flip-over will be present.

Facilities: speaking room, workshop room, meeting room, shared space, flexible workspace.

Shared space: entrée, lunchroom, toilets, vestibule, roof terrace.

Workshop room: a room in which meetings can be held and where at least a flip-over will be present.

Speaking room: a room that is suited for meeting with clients, fitted with at least two chairs.

Reservation: user has to reserve the right to use one or more facilities on location, unless otherwise specified. Reservations are valid as soon as ZIPPERZ Business Center has sent a confirmation e-mail.

Subscription: a personal subscription for a period of 1 or 12 months, starting on the date on the invoice, which gives the right to use a flexible workplace in the shared space. This personal subscription also lends the opportunity to reserve other facilities with a discount, for the duration of the contract.

Section 3 – Suitability

3.1 These terms and conditions apply to any agreement and/or legal act between ZIPPERZ Business Center and the user, with the exception of the terms and conditions of the user himself.

3.2 Deviations from these terms and conditions are valid only if they were clearly specified in writing, with mutual understanding. Deviations are only valid for the part of the agreement on which they were specified.

3.3 To come to an agreement, ZIPPERZ Business Center offers these terms and conditions to the user, thus meeting the obligation to disclose this information.

3.4 If the agreement is made through digital means, these terms and conditions can, in addition to subsection 3 of this article, be provided to the user digitally, so that the user can save it easily on a data carrier. Should this not be reasonably possible, ZIPPERZ Business Center will let the user know in which other way he can find the terms and conditions in a digital environment. Moreover, ZIPPERZ Business Center will, if requested, send the user the terms and conditions through e-mail or otherwise, without costs.

3.5 If there are specific errata to these general terms and conditions, the third and fourth subsection apply and the user can, if there are discrepancies in the terms and conditions, appeal to the condition that suits him best.

3.6 If these terms and conditions should be changed over time, but the general business agreement doesn't change significantly, the changed terms and conditions will apply instead of this document.

3.7 If any part of these terms and conditions is void or nullified, the other will still apply fully, and ZIPPERZ Business Center and the user will replace them with new conditions, mindful of what they are replacing and staying as close to the original conditions as possible. Both parties will if so desired discuss the exact phrasing of these new conditions.

3.8 If other terms and conditions than these are applied, these terms and conditions, and certainly the (sub)sections of these terms and conditions that the other terms and conditions do not attend to, will still apply.

Section 4 – Offers

4.1 ZIPPERZ Business Center gives a full and accurate description of the services and facilities it can offer the user. The detailed description gives the user the opportunity to assess what is offered. The user won't be held to apparent flaws and/or mistakes in the offer.

4.2 Each offer is described so that the user knows what rights and duties come with accepting the offer. This information specifically entails: price; additional costs; payment method (by invoice); duration; minimum duration of the agreement if it entails the rent of a space on location.

4.3 If an offer is only valid for a limited amount of time or there are specific conditions, it will be clearly stated.

Section 5 – Agreement and prolongation

5.1 ZIPPERZ Business Center offers flexible workspace, office space, meeting rooms, workshop rooms and speaking rooms on the basis of a membership or agreement that is met between ZIPPERZ Business Center and the user. The membership or agreement states the duration, the price and anything else that has to do with the rent of spaces.

5.2 ZIPPERZ Business Center offers flexible workspace, office space, meeting rooms, workshop rooms and speaking rooms by the hour, half days, full days or monthly.

5.3 The agreement between ZIPPERZ Business Center and the user will be met, provided what is stated in subsection 6, when the user accepts the offer. Accepting the offer means signing the agreement and meeting the stated conditions.

5.4 An agreement, as described in subsection 2 of this article, will start on the first day of the agreement and end in accordance with the duration of the agreement.

5.5 If the user accepts the offer through digital means, ZIPPERZ Business Center will also send a digital confirmation of receiving the accepted offer. Until the moment ZIPPERZ Business Center sends this confirmation, the user can retrieve the acceptance of the offer.

5.6 If the agreement is met through digital means, ZIPPERZ Business Center will make sure that suitable technical and organizational facilities are in place for electronic data transfer. ZIPPERZ Business Center will also provide a safe internet environment.

5.7 ZIPPERZ Business Center, within the legal frames, holds the right to investigate whether the user can meet his payment duty, as well as any other facts and factors that play a part in being able to fulfil their side of the agreement. If ZIPPERZ Business Center should find solid reasons to not agree with the user, ZIPPERZ Business Center is legally motivated to refuse a request or to add special conditions to the agreement.

5.8 The agreement of a membership with ZiPPERZ Business Center will be silently prolonged for the duration of the agreement, unless declaimed in writing at least one month before it ends, and unless otherwise specified.

Section 6 – Cancellation

The user can cancel the rent of one or more reserved spaces under these conditions:

- The user will be refunded 100 percent of the cost if he cancels at least 15 days up front.
- The user will be refunded 50 percent of the cost if he cancels between 15 and 8 days up front.
- The user will not be refunded if he cancels 7 days or less up front.

Section 7 – Tariffs

7.1 For the duration of the offer, the tariffs of products and/or facilities will not be raised, barring price modifications based on changed VAT.

7.2 Raised prices within three months after meeting an agreement are only allowed if they are the consequence of changed legislation.

7.3 Raised prices after three months since meeting an agreement are only allowed under these circumstances:

- ZiPPERZ Business Center has accomplished the raised price
- The raised price is due to legislation
- The user can declaim the agreement from the day the raised price is valid

7.4 All tariffs include 6 or 21 percent VAT, unless otherwise specified.

7.5 ZiPPERZ Business Center holds no liability when it comes to misunderstandings of tariffs, payments, money transfers and/or payments that did not come in the correct manner.

7.6 One month term of notice should be paid when the subscription begins.

7.7 Unlimited flexible workspace including address costs 149 euros per month. Flexible workspace for 2 days per week costs 99 euros per month and flexible workspace for 1 day per week costs 69 euros per month. Use of an address only costs 49 euros per month and you can retrieve mail during office hours (Monday-Friday, 9am-5pm).

7.8 Additional costs are a registration fee of 25 euros and a warranty for the electronic key which costs 20 euros.

7.9 Flexible workspace (unlimited and 2 days per week) or office space includes coffee and tea, but you would have to pay for the coffee and tea your guests drink. If you rent a meeting room, all coffee and tea is included.

Section 8 – Payment

8.1 For services of other parties or partners of ZiPPERZ Business Center, other payment conditions might be in place. Prices and tariffs for certain products or services are, unless otherwise specified, ex. VAT and other fees. ZiPPERZ Business Center holds the right to make the user make up for raised prices if ZiPPERZ Business Center can justify that between the moment of offer and delivery, costs that play a part in the offered products and/or services have gone up significantly.

8.2 ZiPPERZ Business Center will let the user know in writing when there are plans to raise a fee or tariff and will also let the user know on which date the increased price will be started. The user is then entitled to dissolve the agreement if the price or tariff is raised by more than 10 percent. The user will not be entitled to dissolve the agreement if the price or tariff is raised because of governmental decisions or in case ZiPPERZ Business Center uses the right to change its tariffs each year, also for existing contracts, in accordance with the CPI (*Consumentenprijsindexcijfers*), on the basis of 1990=100.

8.3 If the user wishes to not accept the raised price or tariff that ZIPPERZ Business Center proposes, the user can declaim the contract in writing within seven days after he has been notified of the price change, starting from the date ZIPPERZ Business Center will charge the new price or tariff.

8.4 There is no direct debit. Every month, an invoice will be sent and the user should pay through bank to the account of ZIPPERZ Business Center. The user should pay what he owes up front, before or on the first day of each month, to the bank account of ZIPPERZ Business Center. An extra invoice will be made for additional costs of lunch, consumptions, meeting rooms etc. Objections to the price on the invoice are no grounds for not paying. The user cannot deduct any (alleged) counterclaim on ZIPPERZ Business Center from an invoice. In case of any (threat of) liquidation, bankruptcy, foreclosure or suspension of payment on the side of the user, the claims ZIPPERZ Business Center holds can be immediately demanded. Parties agree that ZIPPERZ Business Center charges VAT.

8.5 If the user pays through direct debit, the user holds the right to reverse payment within 56 days after the collection.

8.6 The amount on the first invoice needs to be paid two days before the agreement starts at the latest, to the bank account of ZIPPERZ Business Center.

8.7 If the user does not meet the 14 day payment term, the user fails by operation of law. The user then owes an interest of 1,5 percent per month, unless the legal interest is higher, in which case the legal interest will take effect. The interest on the outstanding fee will be counted from the moment that the user fails to pay, until he has paid the full amount.

8.8 ZIPPERZ Business Center holds the right to use the money the user pays firstly to pay for any additional costs, secondly for past interest and thirdly to deduct from the principal sum and developing interest. ZIPPERZ Business Center can refuse an offer of payment, without being accused of creditor negligence, if the user proposes a different sequence of payment. ZIPPERZ Business Center can refuse payment of the entire principal sum if it does not also entail the payment of the past and developing interest, as well as additional costs.

8.9 If the user does not meet his obligations (in time), all reasonable costs for obtaining the compensation will be recovered to the user. In any case, the user will be obliged to pay collection costs when payment claimed. These collection costs are calculated in accordance with the collection tariff as advised by the *Nederlandse Orde van Advocaten* (Dutch Order of Lawyers). If ZIPPERZ Business Center made additional costs that were reasonably necessary, these also can be recovered to the user.

Section 9 – Membership and termination

9.1 Paying users of the facilities of ZIPPERZ Business Center have these privileges:

- Access to flexible workspace
- Access to ZIPPERZ Business Center shared space
- Access to the meeting room, speaking room and workshop room when reserved (and paid for) or, when available, without reservation.

9.2 The user can terminate his membership in writing, with respect to a one month notice before the termination date.

9.3 Terminating the subscription midway through is not possible.

9.4 If the user does not terminate the subscription, it will automatically and silently be prolonged.

Section 10 – Rules and regulations

10.1 The rules and regulations of ZIPPERZ Business Center apply to any user and are a vital part of the subscription or agreement.

10.2 If the user does not respect the house rules, ZIPPERZ Business Center holds the right to immediately and one-sidedly terminate the agreement.

Section 11 – Confidentiality

11.1 ZIPPERZ Business Center and the user both agree that any information that is provided by the other party will be treated in confidentiality and will remain between the parties concerned.

11.2 The user is obliged to keep secret any matters of which one can reasonably assume they are not meant to be disclosed to other parties, no matter in which way the user has taken notice of the information in case.

11.3 ZIPPERZ Business Center will always assume the correct privacy rules and legislation when processing personal data of the user.

Section 12 – Liability and indemnification

12.1 ZIPPERZ Business Center is never liable for damage to other parties by users of any room on location (Olympiaweg 4a, 3077 AL, Rotterdam, the Netherlands) that was caused by using it.

12.2 ZIPPERZ Business Center is in no way liable for statements, whether in writing or in speech, by users, nor for any damage that they might cause.

12.3 ZIPPERZ Business Center holds the right to terminate an agreement one-sidedly and immediately if it feels it should do so because of misuse and/or misbehavior by the user and/or anything other action which can reasonably be assumed will damage ZIPPERZ Business Center now or in the future.

12.4 The user indemnifies ZIPPERZ Business Center for any claims to compensation from third parties, whether or not they have to do with facilities offered by ZIPPERZ Business Center.

12.5 ZIPPERZ Business Center is never liable for indirect and consequential damage the user might encounter within the facilities of ZIPPERZ Business Center. Indirect and consequential damage entail among other things trading loss and intangible loss, unless this damage is a result of intentional or conscious carelessness by ZIPPERZ Business Center.

12.6 ZIPPERZ Business Center is never liable for theft and/or damage and/or loss of user's property. In case of theft, the crime will be reported to the police.

Section 13 – Suspension and dissolution

13.1 ZIPPERZ Business Center holds the right to suspend or dissolve meeting their obligations if the user can't offer sufficient certainty of being able to pay for the acceptance of the offer.

13.2 ZIPPERZ Business Center can dissolve the agreement immediately in writing, fully or partly, with no prior summons or notice of default required, and without the involvement of a judge, if the user asks for or gets a (provisional) suspension of payments, is declared bankrupt or for any other reason insolvent, or if the user's business is liquidated or ended. ZIPPERZ Business Center will never be held to any compensation because of this termination of the contract.

13.3 If ZIPPERZ Business Center is held to an agreement with the user, it will always endeavor to meet it, as far as possible, if it is reasonable and fair. If ZIPPERZ Business Center fails to meet an agreement because it is no longer reasonable and fair, ZIPPERZ Business Center can terminate the agreement. ZIPPERZ Business Center will never be held to any compensation because of this termination of the contract.

13.4 If the agreement is dissolved, the accounts receivable from ZIPPERZ Business Center to the user can be claimed immediately. If ZIPPERZ Business Center suspends meeting its obligations due to circumstances, it still has claims by law and from the agreement.

Section 14 – Force majeure

14.1 In case of force majeure, user holds no right to receive compensation, not even when ZIPPERZ Business Center should have an advantage because of force majeure. Force majeure entails any circumstance that ZIPPERZ Business Center can't control, that has implications because of which ZIPPERZ Business Center can no longer meet obligations towards the user in part or fully, or because of which meeting these obligations can no longer be reasonably expected from ZIPPERZ Business Center, regardless of whether the circumstance could have been foreseen when signing the agreement. Circumstances also include government measures, understaffing due to sickness, force majeure when it comes to third parties, and technical malfunctions.

14.2 If ZIPPERZ Business Center can't meet its obligations towards the user because of non-attributable shortcoming (force majeure), meeting the obligations will be suspended for the duration of the situation of force majeure.

14.3 If the situation of force majeure lasts longer than a month, both parties hold the right to dissolve the agreement in writing, partly or fully, for so far as the force majeure warrants it, and for so far as it complies with the other terms and agreements.

Section 15 – Intellectual ownership

The intellectual ownership and copyright of any information, descriptions and images on the web site of ZIPPERZ Business Center is the property of ZIPPERZ Business Center or has been licensed by third parties. The user is not allowed to share (parts of) texts, images or other information from the web site, use it elsewhere or send it out, without written permission.

Section 16 – Applicable law

16.1 Any dispute that derives from the contract or these terms and conditions will, unless otherwise stated in the law, be brought to the court of Rotterdam.

16.2 Both parties will only call for a judge after they have done everything they can to solve a dispute between them.

16.3 The Dutch law applies to all legal relationships between ZIPPERZ Business Center and the user.

Section 17 – Final provisions

17.1 The information on the web site www.zipperz.nl has been composed with great care. Despite this fact, it could be that the information is incomplete and/or incorrect and/or there are typing errors. ZIPPERZ Business Center holds no liability for this. The user can't derive any rights from incompleteness and/or mistakes.

Section 18 – House rules

18.1 ZIPPERZ Business Center holds the right to terminate the agreement one-sidedly and immediately if it finds it should do so, when the user fails to meet or deliberately neglects the house rules.

18.2 Use of the space of ZIPPERZ Business Center: user will take into account accepted standards of decency when using the space of ZIPPERZ Business Center. Pay attention to these rules in particular:

- ZIPPERZ has shared spaces that can be used by all users and visitors. Every user has the same rights to use these spaces on a first come, first serve basis.

- Keep your flexible coworkers in mind. Everyone comes here to work in peace and quiet. So don't have (too many) loud phone calls – for instance, retreat to the back of the space if you have to answer a call.
 - Leave the workplace clean and tidy: clear up any paperwork, put dishes in the dishwasher and throw leftover food in the trash can. Throw newspapers or magazines in the designated trash can and slide desk chairs under the desk.
 - ZIPPERZ is a strictly non-smoking environment and alcohol can only be enjoyed during the VriMiBo.
 - Eating is only allowed in the pantry/lounge.
 - Working at ZIPPERZ requires decent clothing. For men, long trousers and closed shoes are considered decent.
 - ZIPPERZ offers coffee and tea. Make sure the coffee machine stays clean and take good care of it.
 - If you use the fridge, make sure to keep it clean.
 - You can also use dishes and cutlery. After using it, please put it in the dishwasher.
 - At ZIPPERZ, we expect you to leave the toilet clean. Don't leave toilet paper on the floor, don't flush sanitary towels or tampons but throw them in the trash. Leave it as clean as you want to encounter it.
 - Light switches are next to the doors. If you leave and there is no one left in the building, please turn off the lights and switch off the coffee machine.
 - Log in when you enter and log out when you leave. If you don't have an unlimited subscription and you fail to log out, your time will keep running.
 - When you leave, check if the door is closed, in order to keep out unexpected or unwanted visitors.
 - Take all your personal belongings with you! Don't leave laptops or cellphones etc. in the building. ZIPPERZ is not held responsible for missing or lost property.
 - Don't take home any items that are the property of ZIPPERZ Business Center, including coffee and tea, network cables, paper, food, mouse pads, etc.
 - Using the emergency exit is only allowed in case of emergency.
- 18.2 Electronical communication. When it comes to using the provided means of electronical communication (internet), the user is bound to among other things *not*:
- a) sending out large amounts of (bulk) e-mail, unwanted e-mail, including spam;
 - b) sending out or publishing pornographic, racist or other material that infringes the public order and/or common decency;
 - c) violating (or allowing third parties to violate) others' rights, including copyrights and brand rights, or others' privacy;
 - d) any activities, including hacking, that can compromise the security of ZIPPERZ Business Center and other users of the network;
 - e) call to or incite violations of the law;
 - f) downloading or uploading unacceptably large amounts of data, that could make ZIPPERZ Business Center's system unstable or interfere with other users of the network;
 - g) sending out or publishing defamatory or offensive statements or texts;
 - h) assuming a fake identity.