

## TERMS AND CONDITIONS OF USE

The following terms and conditions ("Terms of Use") govern the use of the website (the "Site"), any Workero mobile device software applications (the "Mobile Software"), and any related services (together with the Site and Mobile Software, the "Service") made available by Workero NV ("us, "we," or "Workero"). By accessing, using or participating in the Service, you ("you" or the "User") agree to be bound by these Terms of Use. We may modify, add, or delete portions of these Terms of Use, including the pricing terms, at any time. If you do not agree to these Terms of Use, you must cease using the Service. If we change these Terms of Use, we will post a notice that we have made changes to these Terms of Use on the Site for at least 7 days after the changes are posted and will indicate at the bottom of the Terms of Use the date these terms were last revised. Any revisions to these Terms of Use will become effective on the earlier of (i) the end of such 7-day period or (ii) the first time you access or use the Service after such changes have been posted. If you do not agree to abide by these Terms of Use, you are not authorized to use, access or participate in (or continue to use, access or participate in) the Service.

THE SERVICE COMPRISES AN ONLINE PLATFORM THROUGH WHICH SUPPLIERS (DEFINED BELOW) MAY CREATE LISTINGS FOR SPACES (DEFINED BELOW), AND GUESTS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK SPACES DIRECTLY WITH THE SUPPLIERS. YOU UNDERSTAND AND AGREE THAT WORKERO IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN SUPPLIERS AND HEROES, NOR IS WORKERO A REAL ESTATE BROKER, AGENT OR INSURER, EVEN IF HEROES AND SUPPLIERS USE THE OFFICE SPACE LICENSE (AS DEFINED BELOW) FOR THEIR AGREEMENT. WORKERO HAS NO CONTROL OVER THE CONDUCT OF SUPPLIERS, HEROES AND OTHER USERS OF THE SERVICE OR ANY SPACES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE OR THE SPACE

LICENSE AGREEMENT, NO PORTION OF THE FEES WILL DEEMED TO BE COMPENSATION FOR ANYTHING OTHER THAN THE PROVISION OF THE SERVICE.

These Terms of Use include a release by you of all claims for damages against us that may arise out of your use of the Service. By accessing or using the Service, you are agreeing to this release.

### **Accounts; Registration Data; Account Security**

In order to reserve or otherwise schedule time in a workspace (a "Space") from another User through the Service, or to offer for booking or otherwise make available your Space to another User through the Service, you must register for a User account. In these Terms of Use, Users that reserve or otherwise schedule time in a Space on the Service are referred to as "Hero" and Users that offer for booking or otherwise make available their Space through the Service are referred to as "Suppliers."

A Hero may be a Guest, a Host and/or a Professional, and may register for both a User account through LinkedIn login and a Supplier account.

In connection with registering for, using or participating in the Service (whether as a Hero and or Supplier), you agree to (i) provide accurate, current and complete information about you and your organization as requested by Workero ("Basic LinkedIn data and additional Profile Data "); (ii) maintain the confidentiality of your password and other information related to the security of your account for suppliers; (iii) maintain and promptly update the Profile Data and any other information you provide to Workero, to keep such information accurate, current and complete; and (iv) be fully responsible for all use of your account and for any actions that take place through your account.

## Professionals

By using the Service as a Professional, you are consenting to the terms of the Professional Terms as well and agree on the transactions Between Heroes and Suppliers on the Workero Platform.

You acknowledge that the Service is a closed forum to allow any registered and approved Hero and or Supplier to find, schedule time in, reserve, book, offer to book, make available Spaces, connect, post, exchange or enter in direct contact. Your transactions, communications and interactions with any other Users (including any interactions between Heroes, Hero to Supplier and vice versa), including transactions, communications and interactions initiated through the Service, are solely between you and such Users, and you are solely responsible for such transactions, communications and interactions. You acknowledge that Workero does not act as an agent or broker for any Supplier or any Hero.

Instead, Workero provides the Service as a platform and its responsibilities are limited to: (i) facilitating the availability of the Site, Mobile Software and the Service to allow Heroes and Suppliers to transact and communicate directly with one another, and (ii) serving as a limited payment collection agent. Workero is not party to transactions or communications between Heroes and Suppliers other than to the limited extent set out in these Terms of Use. In addition, Workero does not screen, except the personal validation of the Hero and or consistency of the Supplier, Heroes and or Suppliers the Spaces themselves – each Supplier is solely responsible for screening and assessing any Hero it is considering granting access to its Office Space, and each Hero is solely responsible for assessing the suitability of any Space it is considering using. Workero has no control over the quality, suitability or availability of any Space, or over the reliability, integrity or conduct of any Supplier. Notwithstanding these Terms of Use or the Supplier Terms, to the extent that Workero offers Space through

the Service as a Supplier, it is subject to the terms applicable to Suppliers.

## **Agreements Between Heroes and Suppliers**

By completing a reservation for a Space via the Service, each Hero acknowledges and agrees that it is entering into an agreement directly with the applicable Supplier, the terms of which are located at:

- for Hourly Reservations: [See Hourly & Day Booking License](#)
- for Monthly Reservations: [See Monthly Booking License](#)
- and which include any and all additional terms, conditions and policies provided by the Supplier relating to the use of such Space, including building security procedures, IT access and use procedures, maximum occupancy limitations and other terms or procedures provided by the Supplier (the "House Rules" and, together with the Hourly Booking License Agreement or the Monthly Booking License Agreement, as applicable, the "Space License Agreement").

The following terms in the Space License Agreement shall be defined for the applicable reservation in accordance with the Registration Data and Profile for the applicable Space, Hero and Supplier.

### **For Hourly Reservations:**

- the "Agreement Time" shall mean the date and time the reservation is booked through the Service;
  - the "Supplier" shall mean the Supplier and the Supplier's email , address, contact person and phone number shall have the values set by the Supplier in the Supplier's Profile as of the Agreement Time;
  - the "Hero" shall mean the Guest and the Guest's email and address shall have the values set by the Hero in the Hero's Profile (LinkedIn data) as of the Agreement Time;

- the “Space” shall be the Space the Hero reserves by booking a reservation through the Service;
- the “Maximum Occupancy” shall be the value set by the Supplier in the Profile for the Space as of the Agreement Time;
- the “Location” shall be the location of the Space as set by the Supplier in the Profile for the Space as of the Agreement Time;
- the “Term” shall be the term of the reservation specified by the Hero and authorized by the Supplier;
- the “Fees” shall be the Fees set by the Supplier for the Space including the “Hourly Charge” as set by the Supplier in the Profile for the Space as of the Agreement Time;
- the “Taxes” shall be the taxes set by the Supplier and collected by Workero on the Supplier’s behalf.

### **For Monthly Reservations:**

- the “Agreement Date” shall mean the date the reservation is booked through the Service;
- the “Cancellation Terms” shall mean Flexible Cancellation Terms as selected for the Space by the Supplier as of the Agreement Date;
- the “Supplier” shall mean the Supplier and the Supplier’s email , address, contact person and phone number shall have the values set by the Supplier in the Supplier’s Profile as of the Agreement Date;
- the “Hero” shall mean the Guest and the Guest’s email and address shall have the values set by the Guest in the Hero’s Profile (LinkedIn data) as of the Agreement Date;
- the “Space” shall be the Space the Hero reserves by booking a reservation through the Service;
- the “Maximum Occupancy” shall be the value set by the Supplier in the Profile for the Space as of the Agreement Date;
- the “Location” shall be the location wheret he Space is located as set by the Supplier in the Profile for the Space as of the Agreement Date;
- the “Term” shall mean the period of time beginning on the Start Date and ending on the later of the End Date, if specified, or the Minimum Term number of months after the Start Date of the

reservation specified by the Hero and authorized by the Supplier;

- the “Fees” shall be the Fees set by the Supplier for the Space including the “Monthly Charge” as set by the Supplier in the Profile for the Space as of the Agreement Date;
- the “Deposit” shall be equal to the Monthly Charge for one month unless otherwise specified in the House Rules by the Supplier as of the Agreement Time;
- the “Taxes” shall be the taxes set by the Supplier and collected by Workero on the Supplier’s behalf.

In the event of any conflict between the Space License Agreement and these Terms of Use, these Terms of Use shall govern and control.

While Workero is not a party to the Space License Agreement between a Hero and a Supplier, a Hero’s use of the Service is dependent upon such Hero’s compliance with the Space License Agreement. Consequently, as a Hero, you agree to abide by, and cause your employees, agents, guests, invitees, contractors, directors, shareholders, members and representatives to abide by, the Space License Agreement. In the event of any conflict between the terms and conditions of the House Rules and the Hourly Booking License Agreement or the Monthly Booking License Agreement, as applicable, the terms set forth in the House Rules shall control. Any acknowledgement and acceptance of the Space License Agreement, as well as of any applicable House Rules, by a Hero as a part of completing a reservation establishes an agreement directly between the Hero and the applicable Supplier. The Suppliers, not Workero, are solely responsible for honoring any confirmed bookings and making available any Spaces reserved through the Service. Heroes, and not Workero, will be responsible for complying with the applicable Space License Agreement and performing their obligations under any such agreements.

Workero is not a party to those agreements, and Workero disclaims all liability arising from or related to any such agreements. Workero does not act as an insurer or as a Hero’s or Supplier’s real estate broker.

Workero may, but has no obligation, to monitor disputes between

you and any other Users relating to the Service. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKERO IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR TRANSACTIONS, COMMUNICATIONS AND INTERACTIONS WITH ANY OTHER USERS THROUGH THE NETWORK AND DIRECT CHAT FUNCTIONALITIES, INCLUDING ANY SPACE LICENSE AGREEMENTS THAT YOU ENTER INTO. WORKERO DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS BY SUPPLIERS OR IN ANY COLLECTIONS (AS DEFINED BELOW), OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY SPACES. YOU HEREBY RELEASE WORKERO FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, OBLIGATIONS OR LIABILITIES ARISING FROM OR RELATING TO SUCH TRANSACTIONS, COMMUNICATIONS AND INTERACTIONS, INCLUDING ANY SPACE LICENSE AGREEMENTS THAT YOU ENTER INTO, LISTINGS ON THE SITE, COLLECTIONS SENT TO YOU BY ANOTHER USER AND THE QUALITY, CONDITIONS OR SUITABILITY OF ANY SPACE.

## **Payment**

You agree to the fees and charges and other pricing terms (monthly memberships) applicable to your use of the Service as specified in these Terms of Use and as otherwise communicated to you through the Service, including any applicable Fees (defined below). All fees and charges paid by Users in connection with the Service are non-refundable, except as expressly stated in these Terms of Use. Workero may change the fees and charges for the Service at any time in its sole discretion.

If you are a Hero and you have been duly authorized to book the Space by the Supplier, when you complete a reservation for a Space on the Service, you agree to pay the applicable fee for using the Space as set forth in the offering for such Space (the "Fee") based on the type of reservation booked (i.e. Hourly Reservation vs. Monthly Reservation (each, defined below)). The Fee for an Hourly Reservation is the rate per hour of the reservation

and the Fee for a Monthly Reservation is the rate per calendar month of the reservation. “Hourly Reservations” are reservations with duration of 24 hours or less including any reservations made for a full day, as well as recurring reservations where each individual reservation is a full day or less. “Monthly Reservations” are reservations with a minimum duration of one calendar month, including reservations that automatically renew on a month-to-month basis.

You will be billed the Fee through one of the two following options, as determined by the Supplier: (1) Workero will ask for your credit card information and billing address or other payment information, and Workero will process your Fee payment on behalf of the Supplier, or (2) the Supplier will bill you directly for the Fee, and the Supplier will process your Fee payment directly through invoice.

The amount and timing of the Fee payments processed by Workero on behalf of the Supplier is based on the type of reservation booked. For Hourly and Day Reservations booked, Workero will process payment for such reservations on the date the booking is made. For Hourly Reservations and or Day Reservations, you will be charged the Fee for the total number of hours and or Days booked including any taxes as set forth in the offering for the Space.

Any changes you make to your reservation after it is made may result in an adjustment to the reservation subject to the Cancellation Terms (defined below). In the event you use the Space for longer than the amount of time you booked for your reservation, the suppliers will add the extra hours and or days to the reservation and will be qualified as extra charge and need to be settled on check-out. If you believe an additional charge made by a Supplier was in error, you may request a refund by providing notice to Workero by mail. Workero may provide you a refund at Workero’s sole discretion.

Monthly Reservations require a minimum length of one calendar month. For Monthly Reservations, Workero will process the initial payment for such reservations within 24 hours after you complete



your reservation on the Service. For Monthly Reservations, the initial payment will be equal to, the Fee for the first full calendar month of the reservation (if you start your reservation on the first calendar day of the month), or (ii) a pro-rated portion of the Fee for the first partial month of the reservation (if you start your reservation after the first calendar day of the month), and (3) any applicable taxes. In addition, Workero will also process an additional amount equal to the Fee for a full calendar month (the “Deposit”).

Renewals of Monthly Reservations, if any, shall be in accordance with the Space

### **License Agreement.**

The Deposit will be collected by Workero on behalf of the Supplier and held for the benefit of the Hero and Supplier during the term of the reservation pursuant to the terms and conditions of the Space License Agreement.

If you are a Supplier, you acknowledge that Workero accepts payments from Heroes as a limited collection agent for the Supplier and that Workero’s obligation to pay the Supplier is subject to and conditional upon successful receipt of the associated payments from Heroes. Workero does not guarantee payments to Suppliers for amounts that have not been successfully received by Workero from Heroes.

Any reservations that are cancelled by the Hero or by the Space at the Heroes request are subject to the Cancellation Terms.

### **Cancellation Terms**

Cancellations of any Space License Agreement shall be governed by the terms and conditions of the Space License Agreement (the “Cancellation Terms”) and is subject to the sole initiative of the Supplier.

### **Privacy**

Use of the Service is also governed by our Privacy Policy, a copy of which is located [at https://s3.eu-central-1.amazonaws.com/workero-](https://s3.eu-central-1.amazonaws.com/workero-)

<public-assets/media/documents/Privacy%20Workero.pdf> (the data Privacy Policy). By using the Service, you are consenting to the terms of the Privacy Policy.

### **Proprietary Rights in Site Content; Limited License**

All content on the Site and otherwise available through the Service, including User Content, designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Workero, its Users or its licensors. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Use. Users may access and use the Service and the Site Content and download or print a reasonable number of copies of portions of the Site Content to which the User has properly gained access (a) solely for the User's personal, non-commercial use, or (b) solely for the purpose of referring third parties to the Service or for compiling a collection of Space listings via the Service (a "Collection"), provided in each case that the User maintains all copyright or other proprietary notices on all copies of such Site Content.

Except for your own User Content or for use in a Collection, you may not publish or otherwise distribute Site Content, including via the Internet or any intranet or extranet site, or incorporate the Site Content in any other database or compilation (other than in a Collection). You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Site Content. Any use of the Site or the Site Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the Service and the Site Content granted herein. All rights of Workero or its licensors that are not expressly granted in these Terms of Use are reserved to Workero and its licensors.

### **User Content Posted on the Service**

You may be able to display certain information on designated

portions of the Site or otherwise through the Service regarding you or your company or organization including, if you are a Supplier, your Space (a "Profile"). Your Profile will display to other Users certain of your Registration Data and other content about you or your company or your organization including, if you are a Supplier, your Space, that you upload or otherwise provide to Workero for use in your Profile (collectively the "Profile Content"). You agree to provide accurate and current information in your Profile and to promptly update the Profile Content to keep it accurate and current.

You are solely responsible for the Profile Content, messages, notes, text, information, offerings, images, (if used own pictures) links and any other content that you upload, publish, display or otherwise provide to Workero for display (hereinafter, "post") on or through the Service, or transmit to or share with other Users or to third parties via the Service (collectively, "User Content"). You may not post, transmit, or distribute User Content that you did not create or that you do not have permission to post. You understand and agree that Workero may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that Workero believes violates these Terms of Use.

Workero has no backup or storage obligations regarding User Content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to Workero.

Workero does verify the accuracy and a certain degree of reliability or authenticity of any hero, but cannot held liable to any Hero content as outlined in the document. Workero does not verify the accuracy of any Space descriptions or Space availability information provided by suppliers, and makes no representations or warranties with respect to any User Content.

When you post User Content to the Site, you grant to Workero an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute such User Content.

Subject to the rights granted to us in these Terms of Use, you retain ownership of your User Content.

## **Trademarks**

"Workero" is a registered trademark of Workero, NV. "Workero" together with the other graphics, logos, designs, page headers, button icons, scripts and service names on the Site are the trademarks or trade dress of Workero in Europe and other countries. You may not use the Workero Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that Workero endorses any product or service. You may not reproduce or use the Workero Marks without the prior written permission of Workero.

## **User Conduct**

You agree not to do any of the following in connection with your use of the Service and to otherwise use the Service in compliance with these Terms of Use.

- use automated scripts to collect information from or otherwise interact with the Service;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Service;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from Workero;
- upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;
- upload, post, transmit, distribute, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses,

Social Security numbers and credit card numbers;

- interfere with or damage the Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- upload, post, transmit, distribute or otherwise make available any material which does or may infringe any copyright, trade mark or other intellectual property rights of any other person;
- upload, post, transmit, distribute or otherwise make available any material which is defamatory of any person, obscene, offensive, hateful or inflammatory;
- upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- use or attempt to use another's account, service or system without authorization from Workero, or create a false identity on the Service;
- use the Service in a manner that may create a conflict of interest or undermine the purposes of the Service, such as trading reviews with other Users or writing or soliciting skill reviews;
- use the Service in a manner that violates any law or otherwise conduct illegal activities in connection with your use of the service
- upload, post, transmit, distribute, store or otherwise make available any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or
- upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of Workero, is objectionable or which restricts or inhibits any other person from using the Site, or which may expose Workero or its users to any harm or liability of any type.

## **Additional Representations and Warranties**

In addition to any other representations and warranties in these Terms of Use, you represent and warrant that:

- the User Content and all other content submitted to the Service through your account or otherwise posted, transmitted, or distributed by you on or through the Service: (i) does not violate or infringe upon the rights of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights), (ii) does not contain libelous, defamatory or otherwise unlawful material, and (iii) is truthful and accurate

## **Third Party Websites and Content**

The Site may contain (or you may be sent through the Service) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on, available through the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to or permitting the use of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by Workero. If you decide to leave the Site and access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

## **Eligibility**

This Service is intended solely for users who are 18 years of age or

older. Any registration by, use of or access to the Service by anyone under 18 is unauthorized and in violation of these Terms of Use. By using the Service, you represent and warrant that you are 18 years of age or older.

## **Mobile Software License**

Subject to the terms of these Terms of Use, Workero grants you a non-transferable, non-exclusive license to download, install and use one copy of the Mobile Software in object code form only on a mobile device that you own or control.

You may not derive or attempt to derive the source code of all or any portion of the Mobile Software, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Mobile Software or any part thereof.

Workero and its licensors own and shall retain all intellectual property rights and other rights in and to the Mobile Software, and any changes, modifications or corrections thereto.

## **Copyright Policy**

Workero respects the intellectual property rights of others and expects Users of the Service to do the same. We will respond to notices of alleged copyright infringement which are properly provided to us.

If you believe that any User Content has been copied or used in a way that constitutes copyright infringement, please provide us with the following information:

- a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- identification of the copyrighted work claimed to have been infringed;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably

sufficient to permit us to locate the material;

- your contact information, including your address, telephone number, and an email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

## Disclaimers

Workero is not responsible or liable in any manner for any User Content or Third Party Content posted on the Site or displayed in connection with the Service, including but not limited to the accuracy of any Space descriptions, Space availability information or Hero information. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Heroes post, transmit or distribute on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content.

Workero is not responsible for the conduct, whether online or offline, of any User, including any Heroes non-compliance with any terms, conditions and policies relating to the use of any Space. The Service may be temporarily unavailable from time to time for maintenance or other reasons. Workero shall have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of, Hero communications or any other content made available via the Service. Under no circumstances will Workero be responsible for any personal injury or death resulting from the use of the Service, any User Content or Third Party Content, or any use of Spaces, products or services provided by Users.

WORKERO PROVIDES THE SERVICE, INCLUDING ALL CONTENT THEREIN, TO SUPPLIERS AND HEROES "AS IS," AND, EXCEPT AS PROVIDED HEREIN, AND WORKERO AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE AND THE SPACES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED



WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WORKERO CANNOT GUARANTEE AND DOES NOT PROMISE TO SUPPLIERS AND HEROES ANY SPECIFIC RESULTS FROM USE OF THE SERVICE OR A SPACE. WITHOUT LIMITING THE FOREGOING, WORKERO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; WORKERO DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY SPACE RESERVATION OR BOOKING WILL MEET YOUR REQUIREMENTS; THAT ANY SPACE MEETS APPLICABLE LEGAL STANDARDS AND IS SAFE AND SUITABLE FOR YOUR INTENDED USE; AND WORKERO DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICE, OR ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE DISCLAIMERS SET FORTH ABOVE IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL WORKERO OR ITS SUPPLIERS, OR THEIR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM YOUR USE OF THE SERVICE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SERVICE, OR A HERO'S USE OF A SPACE, EVEN IF WORKERO IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

EVENT WILL WORKERO BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS OR DISPUTES BETWEEN A HERO AND A SUPPLIER OR BETWEEN A HERO AND HERO. ON THE OTHER HAND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKERO'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO WORKERO FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

## Termination

Workero may terminate or suspend your account or ability to use the Service, in whole or in part, without notice in the event that (i) you violate these Terms of Use, the Space License Agreement (including any applicable House Rules) or violate any other rules that govern the use of the Service, (ii) your conduct may harm Workero or others or cause Workero or others to incur liability, (iii) you receive negative feedback from other Users, or (iv) as otherwise determined by Workero in its sole discretion. If we terminate or suspend your account or ability to use the Service, (a) any pending or accepted future reservations as either Hero or Supplier will be immediately terminated; (b) we may communicate to your Hero or Supplier that such reservations have been cancelled; (c) for Heroes, we may refund your Heroes in full for any and all confirmed reservations; (d) you will not be entitled to any compensation for reservations that were cancelled as a result of a suspension or termination of your account;

Workero may modify the Service, and all content, software and other items used or contained in the Service, at any time.

References on the Service to any companies, organizations, products, or services, or other information do not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Workero.

You may terminate your Workero account at any time by providing Workero with notice of termination in accordance with the instructions available through the Service. Your access to, use of, or participation in the Service, including any content therein, may be prevented by Workero at any time after your termination of your account. Notwithstanding anything herein to the contrary, upon termination of your account, Workero will remove your Profile and cease displaying your Profile Content, including your Space listings if you are a Supplier and your hero connections if your company employees were added to the Workero platform.

## **Jurisdiction**

This Agreement shall be interpreted and enforced in accordance with the Belgium law before the Flemish speaking court in Brussels.

Date: 06/11/18