

General Terms and Conditions of Business (GTC) for the Welle7 Workspace

(Status: January 2023)

1. Scope

- a. These General Terms and Conditions of Business (hereafter "GTC") apply to all orders placed and contracts concluded (hereafter "bookings") by customers by telephone, in writing, through the website workspace.ch or in person on the premises of Welle7 Workspace, Schanzenstrasse 5, 3008 Bern (hereafter "Welle7 Workspace"). Welle7 workspace is operated by Miduca AG, Limmatstrasse 152, 8005 Zurich.
- b. Offers currently available and prices of for Welle7 Workspace can be downloaded from workspace.ch.
- c. These GTC also apply to reservations made in the restaurant "the flow" that are not related to any of the above-mentioned services of Welle7 Workspace.
- d. The GTC shall be deemed to have been accepted by the customer upon placing a booking. Any general terms and conditions of business or similar documents belonging to the customer and any industry standards that purport to replace, amend or supplement these GTC have no legal effect, even if a reference to such a document is made in any confirmation or within business correspondence.

2. Booking and conclusion of a contract

- a. A booking enquiry for a particular room category is construed as an invitation to Welle7 Workspace to conclude a contract. The customer is provided with a binding contract for this room category by the transmission of the automatically generated confirmation of receipt via the online booking portal, a confirmation e-mail or an acceptance of the individual offer. The contract may only be amended in accordance with clause 3. The customer is otherwise bound by the contract. The most recent booking confirmation is applicable.
- b. Welle7 Workspace is entitled to reject booking requests either in full or in part without stating reasons. In such an eventuality, the customer is informed and any payments already made are reimbursed. No further claims may be raised.
- c. Additional services may be offered depending upon the relevant time of the booking and may vary. A customer may book meals and additional equipment, where available, up to 60 minutes before the start of the event.
- d. Bookings are specific for the individual customer. Rooms booked may only be transferred by the customer to a third party (e.g. subletting or onward letting) with the prior written approval of Welle7 Workspace. These GTC are binding under all circumstances also for the third party. The customer is jointly and severally liable along with the third party for all claims of Welle7 Workspace, including in particular for any damages claims.
- e. The allocation of the room is handled by Welle7 Workspace, whereas the allocation of reserved places is handled by the restaurant „the flow“. Allocation to the customer occurs at the start of the rental period.
- f. The rent for the room covers usage of bathroom facilities, furniture in the rented rooms, electricity and standard cleaning of the rented rooms. Additional services such as catering, staff and equipment are indicated separately in the confirmation.

- g. Any third-party services requested by the customer in the booking are only brokered by Welle7 Workspace. The terms and conditions of the third party concerned apply. Any costs incurred in this regard will be charged by the Welle7 Workspace with the booking invoice. Welle7 Workspace shall not be liable for such costs.
- h. There is no entitlement to a reserving any specific room. Welle7 Workspace is at liberty to decide on the respective allocation within the room category booked. Should the room category booked and/or any other additional services be unavailable, the customer is informed at least three working days in advance of the date booked and an equivalent alternative room category or additional services are offered. If the customer rejects the alternative room category or additional services, the booking shall be deemed to have been cancelled. Should this occur, the customer is not charged any cancellation fees. The customer is not entitled to claim damages or to make any other claims.
- i. The customer is obliged to inform Welle7 Workspace/the restaurant “the flow” no later than two working days before the start of the event concerning the definitive number of participants and meal choices, and concerning any special requests, allergies or intolerances. Welle7 Workspace/the restaurant “the flow” have no obligation to accept any changes or variations reported at a later stage and may base the price calculation on the number of participants originally indicated.

3. Cancellation terms and rebookings

- a. The customer may cancel online, by e-mail or in writing. No charges are billed in the event of cancellation up to three weeks before the start of the event. In the event of cancellation less than three weeks before the start of the event, the customer owes the following cancellation charges:
 - Cancellation 21 to 7 calendar days before the start of the event: 25% of the anticipated overall cost
 - Cancellation 6 to 2 calendar days before the start of the event: 50% of the anticipated overall cost
 - Cancellation later than 48 hours before the start of the event: 100% of the anticipated overall cost
- b. The anticipated overall cost is comprised of the room rental along with services including the meals package booked as stated in the booking confirmation/offer.
- c. If the customer has instructed Welle7 Workspace to broker additional external services on its behalf, these are billed in addition to the above cancellation charges in accordance with the cancellation terms of the third party commissioned.
- d. In addition, the customer must pay any expenses and costs arising for Welle7 Workspace that are not covered by the cancellation charges in respect of additional services requested that were not listed in the booking confirmation.
- e. The customer has the option of rebooking online up to 60 minutes before the start of the event. When doing so, rebooking to a superior room category or a larger room is possible as a general rule, subject to availability. Rebooking to a smaller or cheaper room is dealt with pro rata in accordance with the cancellation terms set out above.
- f. For as long as the customer is entitled to cancel without any charge, Welle7 Workspace is entitled to cancel the booking without compensation and without stating reasons.

- g. Welle7 Workspace is entitled to terminate the contract at any time with immediate effect if the requirement of good cause is met, without any obligation to pay compensation. The customer is obliged to pay the cancellation charges and any other expenses and costs referred to in clause 3. The requirement of good cause shall be deemed to have been met in particular if:
- neither the room category booked nor any replacement room can be provided owing to a force majeure occurrence;
 - the customer or any participants in an event violate the terms of use;
 - the planned event would entail a disruption to or is liable to jeopardise safety and good order;
 - the planned event gives grounds to fear serious disruption for other customers of Welle7 Workspace or the business operations of Welle7 Workspace;
 - the customer allows a third party to use the rooms without the prior written approval of Welle7 Workspace (for example subletting or onward letting).

4. Welle7 Workspace's responsibilities and liability

- a. Welle7 Workspace warrants the diligent provision of the agreed services. Welle7 Workspace does not incur any liability, except insofar as provided by law.
- b. Welle7 Workspace only warrants the proper operation and availability of technical infrastructure and equipment to the extent required when exercising an ordinary standard of care. Welle7 Workspace does not incur liability for any losses arising for the customer as a result of their usage, including for instance due to any defect.
- c. Welle7 Workspace does not incur any liability for losses arising in relation to the usage of data transmission systems, such as internet access, Wi-Fi, etc.
- d. In addition, Welle7 Workspace does not accept any responsibility or custodial duties for any items brought on to the premises (such as laptops, projectors, personal items, documents, etc.) by the customer or participants to their event and declines any liability for such items, in particular in case of theft or damage.

5. Customer responsibilities and liability

- a. The customer is responsible for ensuring sufficient insurance cover. The premises of Welle7 Workspace are used at each user's own risk.
- b. The customer shall ensure that all applicable legal and regulatory requirements are understood and complied with at all times and, if necessary, that any permits required for the event are obtained in good time and at the customer's own expense. The customer undertakes in particular to comply with statutory provisions on unfair competition, banking and financial transactions, as well as lotteries and gambling. The customer shall be obliged to fully indemnify Welle7 Workspace for any claims by third parties as a result of unlawful use of the premises or the technical equipment, in particular also of the communication technology (Internet access, W-LAN, etc.), including any legal costs. In addition the customer shall bear liability for all damage or excessive soiling of the premises and of the movable and immovable infrastructure of Welle7 Workspace caused by themselves, their employees or auxiliary agents, or participants in its event, e.g. by exceeding the agreed maximum number of participants, as well as for any theft of materials or furniture from the Welle7 Workspace. Welle7 Workspace may charge the customer for the costs of repairs, for the purchase of replacement items, disposal, and cleaning.
- c. The customer is responsible for insuring its property and its liability risk towards its own employees and third parties.

- d. If the rooms cannot be used temporarily due to reasons for which the customer is at fault, the customer is liable for any lost revenues and for any other consequential losses incurred by Welle7 Workspace.

6. Use of the Welle7 Workspace facilities in

- a. The customer is obliged to comply with the relevant applicable official rules (e.g. hygiene regulations) on the premises of Welle7 Workspace as well as the instructions and terms of use of Welle7 Workspace. The customer and their participants are prohibited from accessing the premises of Welle7 Workspace if they have any symptoms of illness, in the event of any suspected infection with a contagious disease and/or during any period of quarantine (whether ordered by the authorities or due to individual circumstances). The risk of infection cannot be excluded entirely, even if all hygiene regulations are followed. Welle7 Workspace declines any liability in this regard.
- b. The customer is prohibited from exceeding the maximum number of participants indicated in the booking confirmation without the prior written approval of Welle7 Workspace.
- c. Welle7 Workspace provides the customer with rooms, including technical conference equipment, for the agreed period of usage as stated in the booking confirmation. If the agreed period of usage is exceeded, the customer owes a corresponding fee, which is calculated pro rata on the basis of the current price list of Welle7 Workspace. Where available, the customer has the option of extending the period of usage in situ for the rooms rented.
- d. The rooms, including technical conference equipment, shall be deemed to have been accepted in fault-free condition, unless the customer objects at the time they are handed over. Objections may not be raised at a later stage. The premises are used at each user's own risk.
- e. The customer is prohibited from making any changes to the rooms; they are also obliged to leave all parts of the Welle7 Workspace along with devices, equipment, facilities and furniture used by them in proper working order (and must in particular dispose at their own cost of any items brought along with them). Any additional cleaning and disposal costs are billed to the customer by Welle7 Workspace. The customer bears liability for any damage to the Welle7 Workspace property.
- f. Welle7 Workspace reserves the right to access the rooms also during the period of room rental by the customer. Where possible, this is discussed in advance with the customer. Welle7 Workspace employees are obliged to uphold the confidential status of the business affairs of the customer.
- g. Welle7 Workspace shall not be liable for the functioning of any devices brought in by the customer. There is no guarantee that it will be possible to switch over to the in-house technical equipment in Welle7 Workspace if this has not been booked in advance. However, Welle7 Workspace endeavours to facilitate such a switch. In such an eventuality, a fee is charged to the customer for the technical equipment used in accordance with the current price list and, additionally, for any staffing costs incurred.
- h. The customer must comply with fire regulations in relation to events. Smoking is strictly prohibited on all premises of Welle7 Workspace, except in the specially designated areas. Naked flames are prohibited throughout all parts of the premises. The customer undertakes to ensure that escape routes, emergency exits and stairways, corridors and exits used as escape routes are kept free and safe at all times.

7. Remuneration and payment terms

- a. Prices are indicated in Swiss francs, including value added tax (VAT). Welle7 Workspace invoices are payable within 30 calendar days of the date of the invoice without any additional deduction (discount).
- b. In the event of purchase on account the customer must be resident in Switzerland or Liechtenstein. In the event of non-payment by the customer, Welle7 Workspace reserves the right to charge statutory default interest in addition to reminder charges. All costs arising in relation to the collection of any overdue amounts are borne by the customer.
- c. Welle7 Workspace may commission third parties to collect payments and is entitled to transfer invoice claims or the right to receive payments to third parties in accordance with these provisions. The costs of transfer to a collection service provider (at the earliest from the second written reminder) are borne in full by the customer. The current **processing fees can be viewed at www.fairpay.ch**.

8. Data protection

- a. The customer has access to and can manage their personal data (name, address, telephone, bank details, etc.) as well as information on their completed, open and recently made bookings, via their password-protected customer account created upon registration on the Welle7 Workspace website. The customer undertakes to treat personal access data as confidential information and to refrain from making them available to any unauthorised third party. Welle7 Workspace does not accept any liability for any misuse of access data. The customer is obliged to state the data in full and correctly and to report any changes to Welle7 Workspace without undue delay.
- b. The processing of personal data related to Welle7 Workspace bookings ~~of the~~ is subject to the Migros Group privacy policy. The privacy policy explains how Migros handles personal data, inter alia in relation to bookings of the Welle7 Workspace, and contains in particular information concerning the reasons for which personal data is processed, how it is shared within the Migros Group and what rights data subjects have in relation to their personal data. The privacy policy can be consulted online, currently at migros.ch/de/privacy.html. In placing a booking, the customer consents to the processing of their personal data associated with this booking as stipulated in the privacy policy.

9. Video and audio recordings

Video or audio recordings may only be made outside the rooms rented with the express approval of Welle7 Workspace.

10. Amendments to offers, prices and the GTC

Welle7 Workspace reserves the right to amend the offer, any prices or the GTC at any time. The relevant version is that applicable at the time of the booking, which may not be amended unilaterally for the conclusion of this contract.

11. Safeguard clause

Should any term of these GTC be invalid or incomplete, or should performance become impossible, this does not affect the validity of the remaining terms. In such an eventuality, the invalid term is replaced by a valid and enforceable term that enables the intended purpose of

the Agreement to be achieved in a legally permissible manner and that comes as close as possible to the original intention in terms of its content. The same applies to any omissions.

12. Applicable law and jurisdiction

All legal relations with Welle7 Workspace are governed by substantive Swiss law; the rules on the conflict of laws and the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods are not applicable under any circumstances.

Exclusive jurisdiction over all disputes arising out of or in relation to these GTC as well as bookings lies in Zurich, Switzerland.