

## Seats2meet.com Rights & Responsibilities

### 1. Terminology

#### **Seats2meet International**

Seats2meet.com International B.V., located at Moreelsepark 65 in Utrecht, registered by the Dutch Chamber of Commerce by registration number 50516167.

#### **Operator**

The party that enters into agreement with Seats2meet International to add a physical 'powered by Seats2meet.com' location to The Concept.

#### **License Model**

License Models offered by Seats2meet International that specify which functions of the Seats2meet.com platform are provided to the Operator. The available License Models are published on <https://host.seats2meet.com/pricing/>. These Rights and Responsibilities apply to all published License Models.

#### **The Concept**

The innovative disruptive working-, meeting & office concept provided by Seats2meet International that allows third parties to book (work-, desk-, & meeting-) seats at a physical location in exchange of monetary and/or Social Capital. Third parties are facilitated in their discovery of and connection to other third parties and service providers. All digital aspects of The Concept are enabled by a software platform (The Software) through which third parties, Operators and their employees interact. The Software is an integral part of The Concept.

#### **Social Capital**

The combined knowledge, interest, talents and experiences that users share with other users to create value and co-create. The exchange of Social Capital happens primarily through human to human communication, for which The Software provides discovery, connection, communication and rewarding functions that require user profiles to work.

#### **The Software**

The fully managed proprietary Seats2meet.com cloud platform that allows third parties to book (work-, desk-, & meeting-) seats at a physical location, to discover, network and collaborate online and to organize events. It provides booking, property management, customer relationship management and analytics functions as well as real time dashboards.

#### **The Network**

All the combined location Operators that participate in the Seats2meet Concept and their community of users, also referred to as the Seats2meet Ecosystem.

## **2. Operating a 'powered by Seats2meet' location: cooperation with Seats2meet.com International**

*Basically, we offer you an opportunity to operate your own 'powered by Seats2meet.com' location. You are allowed to do that in accordance with the statements in this document.*

When signing up as a 'powered by Seats2meet.com' location Operator and by accepting these Rights & Responsibilities (which will function as our agreement), you will receive a confirmation e-mail and are allowed to use The Concept and The Software during the term of this agreement and in accordance with the statements in this document. A powered by Seats2meet.com location needs to consist of work-, meeting- or desk space or any combination.

Locations run by Operators are empowered (or powered) by Seats2meet.com. We may use this term in our marketing and branding. However, you run the operation of such a location as an independent Operator at your own risk and for your own benefit. You understand that you are an individual business and not part of the Seats2meet International business. Also note that any additional agreements, terms or conditions from your side will not apply to this agreement or your use of the Concept.

## **3. We expect you to use The Concept and The Software as follows**

*Basically, you agree to apply the Seats2meet International Booking Terms and Terms & Conditions to each and every user. Next to that you offer a percentage of your seat capacity in exchange of Social Capital.*

You shall only use The Software exclusively to allow third parties to book seats at your location, to collaborate and to organize events. You agree to adhere to the Terms & Conditions as provided on <https://www.seats2meet.com/en/terms> for each and every user. A minimum percentage of the workspace capacity is always offered by you in exchange for Social Capital. This percentage corresponds to the License Model of your choice.

## **4. Your requirements and obligations**

*Basically, you are responsible for updating your location data in The Software. You will offer good wifi, a check-in function and a live dashboard screen at your location. You respect payments in Social Capital as much as in monetary capital.*

You are responsible for entering & updating the location data & operational details, e.g. opening hours, as well as the availability of Work- Desk- and Meetingspace into The Software. Operators commit to active participation in The Network to enable its collaborative growth.

You will respect that Work-, Desk- and Meetingspace seats and other products and/or services on and around your powered by Seats2meet.com location can be paid for by Social Capital and/or by monetary capital.

As an Operator you shall;

- ⇒ provide free WiFi Internet access to all your visitors. Seats2meet highly recommends a fiber-optic network, or a network with at least a connection speed of 20/20 Mbps or more;
- ⇒ request your guests to check-in by means of The Software and a tablet or computer at a visible spot near the entrance of your location; and
- ⇒ show the online live dashboard a big screen or equivalent means of projection at a spot that is visible for present co-workers.
- ⇒ In case you have a website to promote your location, you will integrate (embed) the bookings widget code that is made available to you from your management dashboard for your location.

We expect every Operator to stay on top of developments related to the Seats2meet.com brand and the Seats2meet Network. Being a good brand ambassador is vital to the success of the Seats2meet global brand.

Seats2meet International offers means for 'permanent education' such as an online magazine, webinars, workshops, conferences, publications and books. You respect that active engagement with these materials and events is required in order to stay up to date with developments in the Concept, the Software and the Network.

## **5. Fees and payments**

*Basically, payment of your fee will be processed automatically within 48 hours.*

Seats2meet International shall determine and charge booking fees as part of the compensation for the usage of The Concept and The Software. For bookings that generate turnover (seats or options sold by monetary capital), Seats2meet will charge this booking fee to the Operator.

The rates are established by Seats2meet once a year and communicated to the Operator at least 3 months in advance. The actual fees can be found at <https://host.seats2meet.com/pricing/>.

If you do not agree to fee changes, you will give written notice to Seats2meet International within 30 days of notification of the change of these fees, expressing your wish to end this agreement, observing a notice period of 3 months.

Fees are payable monthly upon receipt of an electronic invoice by Seats2meet International. Invoices will be paid within 48 hours. Invoices not paid, for any reason, may lead to Operator's access denial to The Software, without (written) notice.

## 6. Software maintenance

*Basically, we do our utmost to keep the software up and running and we will inform you about any updates or maintenance.*

- Seats2meet shall do its utmost to keep The Software up and running on a 24/7 basis.
- Seats2meet will release periodical updates to The Software and will inform you timely regarding new features and other relevant information related to such updates. Communication happens through the Seats2meet.com community website, e-mail and/or the notification system in The Software.
- The Software is and remains the sole property of Seats2meet, including any updates and changes, even when suggested by Operator and/or other parties.

## 7. Liability

*Basically, we shall not be held liable for any damages, regardless of cause, suffered by Operator in connection with the operation of the Seats2meet business.*

With the exception of intentional misconduct or gross negligence, Seats2meet International shall not be held liable for any damages, regardless of cause, suffered by Operator in connection with the operation of the Seats2meet business. Seats2meet International is not liable for the (financial) consequences and/or other damages for its failure to deliver The Software and knowledge to the Operator, including but not limited to the availability of The Software at any time.

Operator shall indemnify, defend and hold harmless Seats2meet International against any and all losses, claims, damages, liabilities, actions, costs or expenses, including but not limited to attorneys' fees in connection with any claim from third parties regarding Seats2meet International operations.

## 8. Trademarks and branding

*Basically, you may not incorporate the Seats2meet trade name or trademark in or in conjunction with your own trade name. However, active promotion of the fact that you are a powered by Seats2meet.com location is mandatory.*

You are authorized to use the trade names and/or trademarks of Seats2meet in accordance with the Seats2meet trademark guidelines as published in the Style guide (<https://shop.seats2meet.com/styleguide/>) and the Inspirational Section. You may not incorporate the Seats2meet trade name or trademark in or in conjunction with your

own trade name, except where specifically authorized by Seats2meet International. You are not authorized to register, acquire or operate any trademarks, domain names or service user names containing or confusingly similar to any of the trade names or trademarks of Seats2meet.

Active promotion of the fact that you are a powered by Seats2meet.com location is mandatory. We highly recommend that you use the logos that are developed specifically for that purpose on your own website. You are encouraged to buy the Seats2meet branding kit, containing various stickers and other promotional materials.

## 9. Privacy and use of data

*Basically, you understand that you and Seats2meet International both have a responsibility for the personal data of users. You value Seats2meet user privacy and will not use any personal data of Seats2meet users for any other reason provided in this agreement. We provide you with detailed information and guidelines about our handling of personal data in the GDPR section of our website. If your location resides outside of the European Economic Area, you will need to sign an additional European Model Clause Contract.*

Since Seats2meet International and Operators both use the personal data of users of the platform (for example: names, phone numbers and e-mail addresses) while providing The Concept to users, we are both responsible for this personal data. The General Data Protection Regulation (GDPR) qualifies both Seats2meet International and Operators as data controllers. This means that we both have the duty and obligation by law to take good care of the personal data of our users. If you are located outside of the European Economic Community, you agree to sign a European Model Clause contract for data controllers, which we will provide to you.

You agree that you have to be compliant with the applicable privacy laws and that Seats2meet International shall do its utmost to comply with applicable Dutch and European data protection laws, like the GDPR. Therefore, you will accept any changes Seats2meet International will have to make to this agreement, if these changes are necessary to be compliant with applicable privacy laws. Operator shall indemnify, defend and hold harmless Seats2meet International against all claims and damages arising out of Operator's non-compliance with any (privacy-related) law and/or the obligations laid down in this agreement and/or a separate data exchange agreement between Operator and Seats2meet International.

Users on the Seats2meet platform will always need to have control over their personal data. You may never export any personal data that was provided to you through the Concept. If you receive any requests from users / Seats2meet users or any supervisory authority, regarding personal data, you will not respond yourself but will send us the request immediately, so we will be able to handle it.

If Seats2meet International generates service data from user behavior, Seats2meet International will be the sole owner of this generated data.

We strongly advise you to read more about the way Seats2meet International protects the privacy of users, and the way we would want you to do this, at the GDPR section of our website (<http://gdpr.seats2meet.com>). This section provides detailed information about how we work with personal data as well as some guidelines for Operators. We will keep you updated about significant changes these pages. However, you are fully responsible for your use of the personal data and your compliance with the GDPR. We are not liable in any way if you are not compliant with applicable data protection law.

## **10. Term and termination**

*Basically, this agreement shall enter into force immediately and you may terminate this agreement at any time by means of written notice to Seats2meet International.*

This agreement shall enter into force when you complete the online registration process and shall remain so until terminated in accordance with this article.

Both you and us, may terminate this agreement at any time by means of written notice three months before the desired date of termination.

Seats2meet International may terminate this agreement unilaterally at any time if you fail to adhere to the Concept or any provision of this agreement, but only if notice has been served (except by article 5), giving Operator a reasonable period to address the failure appropriately, and Operator has not addressed the failure within this reasonable period.

If, in opinion of Seats2meet International, it will not be possible for the Operator to address the failure appropriately within a reasonable time, Seats2meet International may terminate immediately.

## **11. Change of terms**

*Basically, we may change this agreement at any time by providing electronic notice to you.*

This agreement may be changed unilateral at any time by Seats2meet International by providing electronic notice to you. Such notice will be given at least thirty days before the changes take effect. If you do not agree with the changes that we will make, you may terminate this agreement upon the date the changes take effect, by means of written notice to Seats2meet International.

## 12. Other provisions

*Basically, this agreement is in accordance with the laws of the Netherlands (Because that's where we come from). Your ranking is related to the reviews of the users. We expect you to be a real 'brand ambassador' and that's why we offer you some mandatory education. If the people of Seats2meet International want to visit your location we may use a Global Voucher to make a booking.*

This agreement shall be governed by and construed in accordance with the laws of The Netherlands without consideration of its conflict of law provisions. Any disputes arising out of or in connection with this agreement shall be brought before the competent courts in the city of Utrecht, The Netherlands as the principal place of business of Seats2meet International.

Your ranking within the Software and its websites is related to the number of positive 'stakeholder reviews' as we feel that your own community should judge your performance. Reviews are an integrated part of the Software. Clients and users of seats may leave comments and reviews regarding you as Operator and other parties involved in your operation. In case you feel a particular comment or review is inappropriate, it is the sole responsibility of you as Operator to raise the issue with the reviewer.

The Seats2meet.com international team has a special Global S2M voucher code to book seats for our team through the Software free of charge. Operators will honor these bookings and Seats2meet International staff will only use this code discretionally and incidentally.