

### **Definitions**

- 1.1. Service Provider:** Workspot Curaçao B.V., as well as its legal representatives, directors and/or employees, who facilitate the services agreed upon in the service agreement for the benefit of and/or on behalf of the Client. Service Provider can be reached via e-mail: info@workspotcuracao.com and located in Willemstad, Curaçao.
- 1.2. Workspot Curaçao:** Is the trade name under which Service Provider offers its services.
- 1.3. Client:** The natural person or legal entity with whom the Service Provider has entered into a Service Agreement for the provision of services, at the expense and risk of the Client.
- 1.4. Location:** The Workspot Curaçao Location where the agreed services are provided, at the address stated in the service agreement. Unless otherwise stated, all services are provided only at the relevant Location/address.
- 1.5. Service Agreement:** The agreement between the Client and the Service Provider in which the specific services, rates, term and other arrangements to which these General Terms and Conditions apply are set out.
- 1.6. In writing:** Where reference is made to "In Writing", this shall include communication by email, provided that the Service Provider responds in writing or by email and confirms its agreement with or acceptance of the content.

### **2. Services**

- 2.1. General:** Service Provider offers flexible office and related services at the Location, as further specified in the service agreement. The nature, scope, frequency and accessibility of the services are leading as laid down in the service agreement.
- 2.2. Virtual Office:** Virtual office means: the right of the Customer to use the address of the Location as a postal address, visiting address and/or business address, with or without (limited) access to the Location, in accordance with the service agreement.
- 2.3. Postal address:** A variation of the "virtual office" service entitles the Customer to receive regular mail and letterbox packages (not larger packages) at the Location, subject to the terms and conditions set out in these Terms and Conditions.
- 2.4. Social Office / Postal & Business Address:** A variant of the "virtual office" service. This service includes, in addition to the postal address, limited access to the general workspaces of the Location on a reservation basis and during opening hours as set out in the Service Agreement and/or House Rules, as well as the right to use the address as a postal and business address at the Chamber of Commerce.
- 2.5. Social Office / Flex or fixed Workplace:** A flex or fixed workplace means a flexible or permanently assigned furnished workplace for one person within a shared office space, including use of the agreed facilities, including 2.4 postal and business address, and access according to the service agreement.
- 2.6. Office Unit or Private Office:** An independent lockable office space at the Workspot Curaçao Location specified in the service agreement, including the services, postal and business address, use of the facilities and accessible at times and frequency as stated in the service agreement.
- 2.7. Meeting room:** Depending on the services purchased, limited access and use of meeting room based on availability is part of the service agreement. If applicable, this usage and frequency will be specified in the service agreement. When meeting room is referred to as 'fair use', this means not recurring, booking in advance at the same time, so that other users can never book on certain days or times.
- 2.8. Incidental services:** The one-off or repeated periodic reservation or use of space for meetings, gatherings, presentations and the like. Specific conditions may apply, which in that case will be offered separately to the Client.

### **3. Terms and Conditions of the Services**

#### **Postal and Business Address**

- 3.1. Mail processing:** Service Provider will handle received mail items and letterbox packages (no larger packages) in accordance with the agreements as stated in the agreement. By means of a collection message to the Customer, after which the Customer can collect mail, forward standard shipment to the postal address specified by Customer, scan, email and destroy or store it for a period of up to 3 months, unless otherwise agreed in Writing.
- 3.2. Costs of forwarding:** Postage costs incurred by the Service Provider for the forwarding will be charged to the Customer afterwards, including a minimum of 10% handling fee.
- 3.3. No guarantee of receipt:** The Service Provider does not guarantee the receipt and forwarding of mail and letterbox parcels, but will make every effort within its means to always ensure correct handling.
- 3.4. Exclusion:** In particular, the Service Provider does not guarantee the receipt and forwarding of mail and letterbox parcels that require a signature upon receipt or that differ from letterbox mail due to size and/or weight or that are expected to contain perishable or dangerous goods.
- 3.5. Liability mail:** Service Provider is not liable for loss, delay or damage to postal items or packages, regardless of the cause.

#### **Workplace and office unit**

- 3.6.** Upon termination of the service agreement, the Client must, if necessary, vacate the Workplace and/or Office Unit and in the same condition as it was when taken into use by the Client, as described in the Minutes of Delivery as referred to in art. 3.10. Upon departure of the Client or if the Client chooses to move to another Workplace and/or Office Unit within the Workspot Curaçao Location, the Service Provider reserves the right to reasonably charge a fee for repair work, except in the case of wear and tear due to normal use. If, after termination of the service agreement, the Client leaves items at the Workspot Curaçao Location or at the Workplace and/or Office Unit, the Service Provider may remove them at Client's expense in any manner desired by the Service Provider without any responsibility to the Client or any obligation to pay any sales proceeds.
- 3.7.** Client must use the Workspot Curaçao Location solely as an office. Use of the office where there is frequent visit by the public, other than is customary in the normal course of business within an office environment, is not permitted. If Client receives guests at the Workspot Curaçao Location, Client shall ensure that nuisance or nuisance caused by these guests is limited. In particular, the Client who uses a shared Office Unit shall prevent nuisance or nuisance to any co-users.
- 3.8.** Office equipment: The Client may not install any cabling or telephone connections without the permission of the Service Provider. The Service Provider may unilaterally refuse this consent without giving any reason. Before any request for permission is considered by Service Provider, Client must provide Service Provider with an overview of all installations (e.g., IT or electrical installations) and permit it to verify that such installations do not interfere with the use of the Workspot Curaçao Location by other Clients, the Service Provider, or the building owner.
- 3.9.** Delivery: Upon delivery of the services, a so-called move-in form is drawn up digitally, which serves as an Administrative Report of Delivery and in which the condition of the Workplace and/or Office Unit where the service is provided is recorded in words and images.
- 3.10.** If it turns out that the surface area of the room in the service agreement is incorrect, the parties agree that: a difference with the actual size (under- or oversize) will not have a difference for the monthly fee as described in the service agreement.

**Conditions Incidental use of space**

- 3.11.** Reducing changes to a reservation/quotation for, for example, meeting room outside the use included in the service agreement, must be reported in Writing no later than 7 days before the date of the reservation. Reducing changes that are passed on later will not be settled.

In case of cancellation or rescheduling up to 14 days before the start, 5% administration costs will be charged on the quotation amount. In case of cancellation from 8 to 14 days before the start: 25% of the quotation amount, within 7 days to 72 hours before the start: 50% of the quotation amount, within 72 hours before the start or later: 100% of the quotation amount.

**4. Use of space**

- 4.1.** Insurance: The Client is responsible for taking out insurance for property located in the immediate and near vicinity of the Workplace, Office Unit or otherwise in the Workspot Curaçao Location, and for its liability towards employees and third parties. Service Provider obliges the Customer to take out such liability insurance and assumes that the Customer has already done so upon delivery.
- 4.2.** Office Unit(s): The Service Provider must make available the Office Unit(s) agreed with the Customer in the Service Agreement. The service agreement specifies which Office Unit(s) the Service Provider has initially allocated to the Client for use. The Client has a non-exclusive right to the Office Unit(s) assigned to it. The Service Provider may need to assign another Office Unit(s). Such Office Unit(s) will be of a reasonably comparable size and quality and the Service Provider will notify the Client in advance of this change.
- 4.3.** The Service Provider's IT systems: Regardless of the fact that the Service Provider applies internet security protocols, the Service Provider gives no guarantee regarding the security or availability of its network or internet connection.  
Access to the space: It may be necessary for the Service Provider to enter the Customer's space and it has the right to do so at any time. Unless there is an emergency situation or a notice of termination of the service agreement to the Customer, the Service Provider will endeavour to notify the Customer in advance, orally or In Writing, if the Service Provider requires access to carry out tests, repairs or other than the usual inspection, cleaning and maintenance work. The Service Provider shall also endeavor to comply with reasonable security procedures to protect the confidentiality of the Customer's business affairs.
- 4.4.** Availability at the start of the service agreement: If the Service Provider is unable for any reason to make the Office Unit(s) specified in the service agreement available on the intended commencement date of the service agreement, it will not be liable to the Customer for any loss or compensation and the Parties may, in consultation, terminate the service agreement without penalty. The Service Provider may postpone the commencement date of the service agreement provided that a replacement Office Unit(s) at the Workspot Curaçao Location of a similar size to the Office Unit(s) specified in the service agreement can be made available to Customer. Service Provider will charge the agreed fixed monthly fee for the first time when the (replacement) Office Unit(s) is available.
- 4.5.** Service provider has no or limited influence on maintenance and functioning of building-related (technical) facilities and installations. The Service Provider will make every effort to do so in the event that repair or maintenance is desired, requested or deemed necessary. Reports can be submitted in writing by e-mail to [info@workspotcuracao.com](mailto:info@workspotcuracao.com)
- 4.6.** Customer is obliged to comply with the House Rules that the Service Provider imposes on users of the Workspot Curaçao

Location. Such rules are applied to protect Client's use of the Workspot Curaçao Location for work. The House Rules vary per Workspot Curaçao Location, can be requested per Location and are made available to the Client digitally after signing the service agreement and form an inseparable part of the agreement.

**5. The service agreement duration, extension and termination**

- 5.1. Duration:** The service agreement is entered into for the contract period specified therein. If the contract does not contain a definitive end date, it will be automatically renewed for an indefinite period of time at the end of the first contract period, under the same conditions.
- 5.2. Fixed-End Extension:** If the service agreement includes a definite end date, the agreement will terminate automatically on that date, with no notice or notice required.
- 5.3. Termination:** After the end of the initial contract period, the service agreement may be terminated by either Customer or the Service Provider In Writing, subject to at least three (3) full calendar months' notice, unless otherwise provided in the service agreement.
- 5.4. Immediate dissolution:** To the extent permitted by law, Service Provider is entitled to dissolve the service agreement in whole or in part with immediate effect if: (a) Customer is declared bankrupt, applies for suspension of payments or is otherwise no longer able to meet its payment obligations in a timely manner; (b) the Customer is imputably failing to comply with these Terms and Conditions, the House Rules or the Service Agreement and remedy is not possible; or (c) the conduct of Customer, its employees or visitors is such that continuation of the agreement cannot reasonably be expected of Service Provider. Dissolution does not affect any existing payment obligations and claims of Service Provider.

**Unavailability Location / Termination of Principal Entitlement:**

- 5.5.** If and insofar as the Service Provider, as a result of the termination or expiry of its right of rent, use or exploitation with regard to the Location, or due to other circumstances beyond its control, is permanently unable to offer the agreed services at the Location, the service agreement will terminate by operation of law at the same time.  
In that case, the Client is only obliged to pay the fees due up to and including the date of termination. Prepaid fees relating to the period after termination will be refunded to Customer by Service Provider.
- 5.6. Substitute services:** Service Provider shall, to the extent reasonably possible and without being obliged to do so, make every effort to: **a.** replace the owner, (main) tenant, lessor or representative of the building with Service Provider, so that Customer can continue to use the services at the address under the same or similar conditions; or **b.** offer Client a suitable replacement service or location within another Workspot Curaçao location.
- 5.7. No claims against third parties / exclusion of liability:** The Customer acknowledges that Service Provider is not liable for any damage, costs or loss of income of the Customer in the situation referred to in article 5.5, except for the refund as referred to in article 5.5.  
In that respect, the Client shall not assert any claims against the Service Provider nor against the owner, (main) tenant, lessor or representative of the building in which the Location is located, on account of continued use, investments or alleged enrichment.
- 5.8. Nature of the agreement:** The Customer expressly acknowledges that the service agreement is a service agreement and not a rental agreement. No rights can be derived from this agreement that are related to rent protection or eviction protection.

## 6. Fees and payments

- 6.1. Taxes and Duties:** Any taxes or duties directly related to the Client's use of the services that are not expressly included in the agreed fee shall be borne by the Client.
- 6.2. Fees:** The Customer shall owe the fees as set forth in the service agreement. All amounts are exclusive of taxes, unless expressly stated otherwise.
- 6.3. One-time fees:** If a one-time (registration, setup, or initial) fee applies, it will be explicitly stated in the service agreement and will be payable at the outset.
- 6.4. Security (advance):** At the start of the service agreement, the Customer must pay a security in the amount of at least two (2) months of the fixed monthly fee, unless otherwise agreed. This security serves as security for the fulfilment of all the Customer's obligations and will be repaid after termination of the agreement, subject to settlement of outstanding amounts.
- 6.5. Invoicing and payment:** Invoicing is done electronically. Payment must be made by bank transfer, in the case of prepayment, monthly or quarterly, in accordance with the service agreement.
- 6.6. Payment term and dispute:** Invoices must be paid within fourteen (14) days of the invoice date. Disputing (part of) an invoice does not relieve the Client of the obligation to pay the invoice in full and on time.
- 6.7. Late payment and administration costs:** In the event of late payment, the Client is in default by operation of law and statutory commercial interest is due on the outstanding amount.
- In addition, if the payment term is exceeded, the Client will owe a fee of **XCG 50** per invoice for administration costs. Service Provider is entitled to suspend access to and provision of the Services until all outstanding amounts have been paid in full.
- 6.8. Usage-dependent and ancillary services:** Usage-dependent fees and ancillary services, if applicable, will be billed retrospectively based on the applicable rates.
- 6.9. Indexation:** Service Provider is entitled to index the agreed fees annually, for the first time twelve (12) months after the effective date of the service agreement.
- Indexation takes place on the basis of the most recent available consumer price index figure (CPI) for Curaçao, or a comparable index figure in the opinion of the Service Provider. In the event of a negative index figure, the allowances are not reduced.
- 6.10. Any such adjustment shall be reasonable and proportionate to the demonstrable cost increase:** In addition to the annual indexation as referred to in Article 6.9, Service Provider is entitled to adjust the agreed fees if there are demonstrable increases in costs that affect the performance of the service agreement, including increases in rent, energy, personnel, insurance, maintenance or other operating costs.
- Service Provider shall notify Customer of this at least three (3) months prior to the effective date In Writing.
- If Customer does not agree to the proposed modification, Customer has the right to terminate the Service Agreement In Writing with due observance of three (3) full calendar months' notice, with the rate in effect until the termination date continuing to apply.
- If, as a result of an objection, Service Provider decides not to implement the announced adjustment in whole or in part, the service agreement will continue unchanged and the right of termination pursuant to this article will lapse.
- 7. Destination and use of the services offered**
- 7.1. No Competitive Activities:** Customer is not permitted to offer services or products on or from the Location that are equal to, similar to, or compete with the services of Service Provider.
- 7.2. Naming and business activities:** The Customer is only entitled to carry out its business activities under its own name or under a trade name that has been approved in advance and In

Writing by the Service Provider.

- 7.3. Use by third parties:** The use of the service(s) is reserved for the Client and its employees and occasional visitors. Use by third parties or transfer of rights and obligations is only permitted with the prior Written consent of Service Provider.
- 7.4. Use of the Address:** The address of the Workspot Curaçao Location may only be used as a postal, visiting and/or business address if this is expressly agreed in the service agreement. Any other use is prohibited without the prior Written consent of Service Provider.
- 7.5. Changes to the Location:** The Client is not permitted to make any changes to the Location, installations, furnishings, equipment or furniture without the prior Written consent of the Service Provider. The Client uses the Location carefully and in accordance with its intended purpose.
- 7.6. Liability for third parties:** The Client is liable for any damage caused by himself or by persons present at the Location with his permission or at his invitation.
- 7.7. Locking and securing the Location:** The Client is obliged to carefully lock the rooms and facilities used by him, including doors, gates, windows and entrances, after use and to use the available security facilities in accordance with the instructions of the Service Provider and the internal regulations.
- 7.8. Loss, theft and custody:** Service Provider accepts no liability for loss, theft or damage to property of the Customer, its employees or visitors, regardless of whether they are located in closed or shared spaces, except insofar as there is intent or deliberate recklessness on the part of Service Provider.

The Client acknowledges that the service does not include the custody of goods and that the use of the Location, in particular of shared workspaces, is at its own expense and risk. The Client is responsible for insuring his property.

## 8. Liability of the Service Provider

- 8.1. Limitation of liability:** Service Provider is only liable for direct damage that is the direct result of an attributable shortcoming in the execution of the service agreement, insofar as this damage is the result of intent or deliberate recklessness on the part of Service Provider.
- 8.2. Indirect Damage Exclusion:** Service Provider shall not be liable for indirect damages, consequential damages, lost profits, lost savings, loss of data, reputational damage, or business interruption.
- 8.3. Maximum liability:** The liability of Service Provider is limited to the amount paid out by its liability insurance in the case in question. If no payment is made, liability is limited to a maximum of the amount of compensation paid by the Client for the three (3) months prior to the event causing the damage.
- 8.4. Force Majeure:** Service Provider is not liable for damages resulting from force majeure, including utility failures, internet and network failures, strikes, government measures, natural disasters, fires, and pandemics.
- 8.5. Third-party liability limitation clause:** The limitations of liability included in this article also apply to directors, employees, representatives and third parties/subcontractors engaged by Service Provider.
- 9. Naleving en compliance**
- 9.1. Laws and regulations:** The Customer is obliged to comply with all applicable laws and regulations. Illegal activities are expressly prohibited.
- 9.2. Criminal activities:** If Service Provider reasonably suspects that criminal activities are taking place, it is entitled to terminate the service agreement with immediate effect.
- 9.3. Essential:** The Client acknowledges that compliance with this clause is essential and that breach constitutes a material breach.

**10. Processing of personal data**

Service Provider processes personal data exclusively for the purpose of the execution of the service agreement. Service Provider's privacy statement applies.

**11. Final provisions**

- 11.1. Employees:** During the term of the Service Agreement and up to six (6) months after its termination, the parties are not permitted to actively approach employees of each other or of other Customers for employment.
- 11.2. Notices:** All notices must be given In Writing, including by email. The Customer is responsible for up-to-date contact details.
- 11.3. Confidentiality:** The parties are obliged to maintain confidentiality, subject to legal obligations.
- 11.4. Governing Law:** These Terms and Conditions and the Service Agreement are governed by the laws of Curaçao.
- 11.5. Competent court:** Disputes are submitted exclusively to the **Court of First Instance of Curaçao**.
- 11.6. Changes to the Terms and Conditions:** Service Provider is entitled to unilaterally change these General Terms and Conditions, with a notice period of at least one (1) month.
- 11.7. Severability (Partial Invalidity):** If any provision of these General Terms and Conditions or the Service Agreement is held to be invalid, void or unenforceable under applicable law, such provision shall be deemed severed and replaced by a valid provision that most closely reflects the original intent. The remaining provisions shall remain in full force and effect.
- 11.8. Entire Agreement:** The Service Agreement, together with these General Terms and Conditions and any appendices expressly referred to therein, constitutes the entire agreement between the Parties and supersedes all prior agreements, proposals, representations or communications, whether oral or written, relating to the subject matter hereof.