

General Terms and Conditions

1. Scope

These General Terms and Conditions (hereinafter "GTC") apply between Impact Hub Zürich AG (hereinafter "Impact Hub") and the members of Impact Hub (hereinafter "Member" and together with Impact Hub the "Parties") and govern the general aspects of the contractual relationship regarding the provision of services by Impact Hub to the Members.

Any natural person or legal entity that has entered into a membership agreement with Impact Hub shall be deemed to be a Member.

These GTC form an integral part of the membership agreement. Any deviating provisions in the membership agreement shall take precedence over these GTC. By concluding the membership agreement, the Member agrees to these GTC.

Any general terms and conditions of business or contract of the Member are explicitly not applicable.

2. Services by Impact Hub

Impact Hub undertakes to provide services to the Member in accordance with the membership agreement. An overview of the specific services that may be obtained will be displayed to the Member on the Impact Hub website as part of the order.

The Member can adjust the contractually agreed scope of services on the first of each subsequent month. For this purpose, the Member shall notify Impact Hub in writing of the adjustment of the scope of services by the 15th of the current month.

All prices stated in the detailed offer on the website of Impact Hub are inclusive of VAT.

3. Handover of the Premises

If and to the extent that the handover of premises by Impact Hub to the Members is agreed in the Membership Agreement, Impact Hub is obliged to hand over the contractually agreed infrastructure and premises (hereinafter "Premises") at the agreed time in a condition suitable for the intended use and to maintain them in the same condition.

4. Use by the Member

4.1. General

The Member is obligated to use the Premises provided by Impact Hub in accordance with the membership agreement. The Premises may only be used by the Member and exclusively as office premises or optionally for other purposes of use agreed in writing.

Any change in the purpose of use requires the prior written consent of Impact Hub.

Any use of the premises by third parties or transfer of the contractual relationship requires the written consent of Impact Hub.

4.2. Care and consideration

The Member must use the Premises with all due care in accordance with the purpose of use and keep them in good and clean condition.

When using the Premises, the Member must be considerate of the other members. It is forbidden to use machines, devices and equipment or to carry on any business which causes noise, vibrations, annoying fumes or bad smells. For longer personal or telephone conversations, the telephone booths, meeting rooms or public areas are to be used. The Member undertakes to comply with any house rules or instructions for the use of the premises.

4.3. Prohibited use

The use of the Premises for unlawful, immoral purposes or purposes excluded in these GTC or in the membership agreement is not permitted. In particular, the Member undertakes not to use the Premises in any manner that could damage, destroy, overload or otherwise render the infrastructure provided unusable or cause disruption to other members. Unauthorized access to the Premises (including through hacking or similar methods) is not permitted.

Explicitly, the use of the Premises is also not permitted for the following activities:

- Use in connection with unfair sweepstakes, snowball systems, chain letters, spam e-mail, or any other type of unsolicited messages or advertising;
- defamation, harassment, abuse, stalking, threatening or other violation of legal provisions (such as protection of privacy, personal rights) of persons or companies inside and outside the premises;
- distribution of offensive, immoral, pornographic or other unlawful material or data within or through the provided infrastructure;
- distribution of data containing viruses, Trojans, worms, bots or other malicious software;
- illegal uploading and/or downloading of copyrighted data;
- preventing or hindering other members from accessing and using the services and Premises;
- unlawfully obtaining information from other members, including but not limited to their e-mail addresses, without their consent.

4.4. Liability of the Member and indemnification of Impact Hub

The Member shall be liable in the event of fault for direct damage to the building and/or property of Impact Hub caused by the Member itself, its employees and/or third parties invited by the Member.

The Member undertakes to indemnify Impact Hub and its representatives, employees and vicarious agents without limitation against all claims arising from or in connection with the use of the services of Impact Hub and to defend them against such claims and to compensate Impact Hub for damages (including reasonable costs of legal defense). This applies in particular, but not exclusively, to damages arising from the violation of the membership agreement (e.g. through unauthorized use) or the violation of applicable law or the rights of third parties.

4.5. Domicile

The registration of Impact Hub's address as its own legal domicile is only possible with a mutual agreement subject to a fee. Without such an agreement to the contrary, the address of Impact Hub may not be used as a legal domicile.

4.6. Keys (Fobs)

Members receive one or more keys (fobs) to the Premises by appointment. All keys (fobs) are the property of Impact Hub. It is not allowed to duplicate them or to give keys (fobs) to third parties without prior written permission from Impact Hub. All keys (fobs) must be returned immediately upon termination of the membership agreement. In the event of loss or theft of keys (fobs), the Member shall notify Impact Hub immediately. The Member is liable for all costs related to loss, theft or replacement of keys (fobs).

4.7. Return of the Premises

The premises provided by Impact Hub, including the inventory, shall be returned at the end of the term of the contract in good condition, taking into account the wear and tear or changes resulting from the contractual use as well as the condition at the beginning of the contract.

Impact Hub will repair any signs of use or damage to floors, floor coverings, walls or inventory beyond normal wear and tear at the Member's expense. The Member shall pay the applicable costs within seven days after Impact Hub sends an invoice.

All items brought in by the Member shall be removed. Impact Hub may store items left behind at the Member's expense if they are not removed despite request. After 14 days, Impact Hub is entitled to use, sell or destroy the items itself at the Member's expense.

5. Payment terms

The basic price for the services provided in the current month will be invoiced at the beginning of the respective month. Additional services will be charged in the following month. Each invoice must be paid within 15 days of the invoice date, unless otherwise agreed.

If payment is not made after the due date, the Member will be in default without a reminder (Mahnung). Impact Hub may send the Member a written or digital reminder and require the Member to pay a first reminder fee of at least CHF 10.00 as well as a default interest of 5%. Impact Hub is entitled to suspend its agreed services and obligations until full payment of the outstanding remuneration.

6. Conclusion, term and termination of the contract

The membership agreement is concluded by the Member upon completion of the "Online Signup" on Impact Hub's website. The effective date of the membership agreement shall be specified in the membership agreement. Unless otherwise agreed, the membership agreement shall be concluded for an indefinite period.

Unless otherwise agreed in the membership agreement, either party may terminate the membership agreement by giving written notice (by e-mail) to the other party by no later than the 15th of the month to the first of the following month.

The right to terminate without notice for cause remains reserved at all times. Cause for termination of the membership agreement by Impact Hub are in particular:

- Unauthorized use pursuant to Section 4.3 of these GTC by the Member;
- Violation of essential provisions of the membership agreement, these GTC or any house rules by the Member, which either cannot be remedied or are not remedied within a period of 10 days after corresponding requests by Impact Hub. Failure to pay any compensation due to Impact Hub shall be deemed a violation of a material provision;
- Reasonable suspicion that membership is being used to conduct, participate in, or facilitate criminal or fraudulent activity.

7. Data protection

The Member's personal data collected in connection with the provision of the services under the membership agreement by Impact Hub will be processed in accordance with applicable data protection laws and Impact Hub's Privacy Policy, which is available on Impact Hub's website.

8. Confidentiality

The Parties, as well as the auxiliary persons called in by them, undertake to treat as confidential all information which is not generally known and which they learn about the customers and business relations of the other party in connection with their contractual relationship.

The Parties undertake to make this information available to third parties other than their auxiliary persons only to the extent that the membership agreement permits the Parties to do so, the other party expressly permits it or if it becomes necessary due to a court order or legal obligation.

Impact Hub as well as auxiliary persons engaged by it shall not be deemed to be its auxiliary persons in the criminal law sense with regard to special statutory confidentiality obligations applicable to the Member and shall only be responsible for compliance with such provisions if it has been explicitly agreed.

9. Rights of ownership and use / references

Unless expressly agreed otherwise in writing, the membership agreement does not provide for any transfer of ownership.

Impact Hub grants the Member the non-transferable, non-exclusive right to use the services of Impact Hub agreed in the membership agreement. The content and scope of this right are set out in the membership agreement or on the website of Impact Hub. In the case of services which, according to the membership agreement, are to be provided only for a certain period of time, this right is limited to the duration of the corresponding contract.

Beyond this, the Member is not granted any further rights of use. In particular, the Member is not entitled to use, license, pledge, sell, reproduce or otherwise make available to third parties the intellectual property of Impact Hub (such as company names, copyright or trademark rights).

Impact Hub may publish the company names and logos of Members on various channels (e.g. website, social media, press release, etc.), in particular but not exclusively for advertising purposes. By concluding the membership agreement, the Member grants Impact Hub a limited right of use for this purpose. Impact Hub may send newsletters and other information to the Member via email.

10. Legal warranty

Impact Hub warrants that its services do not infringe any intellectual property rights of third parties in Switzerland (hereinafter "Intellectual Property Rights").

If a third party attempts to prevent the Member from using Impact Hub's services in accordance with the membership Agreement on the basis of allegedly superior property rights, the Member shall notify Impact Hub of this in writing within five calendar days. Subject to timely notification and reasonable assistance by the Member, Impact Hub shall, at its own discretion and expense:

- modify its services (including software) in such a way that they do not (or no longer) infringe the third party's intellectual property rights, provided that all essential contractual requirements are met; or
- procure a license of the third party for the Member.

If both options are not possible or disproportionate for Impact Hub, it may terminate the affected service parts or contracts extraordinarily and without notice. The Member shall have a corresponding right of termination if the variant chosen by Impact Hub is objectively unreasonable for him.

11. Liability

Impact Hub shall be liable without limitation for damages caused intentionally and by gross negligence as well as for personal injuries.

Any further liability of Impact Hub, both for contractual and non-contractual claims, is excluded to the extent permitted by law. In particular – but not conclusively – Impact Hub shall not be liable for damages

- due to failures of infrastructure and/or equipment;
- from the use of data transmission systems (Internet, WLAN, etc.);
- to objects, data or software brought in by the Member, its guests or event participants;
- from loss or theft.

The Member acknowledges that Impact Hub is not obligated to secure access to the Internet by firewalls or other technical measures, and that the Member is responsible for the security of his work equipment and data himself.

12. Force majeure

The Parties understand force majeure to include, but not be limited to: Natural events of particular intensity (avalanches, floods, landslides, etc.), earthquakes, volcanic eruptions, sabotage, DDOS attacks, hacking, malware, ransomware, epidemics, power outages at energy

suppliers, war as well as warlike events, revolutions, rebellions, terrorism, insurrections and the measures taken against them as well as for unforeseeable official restrictions.

If a party is unable to fully perform its contractual obligations due to force majeure, it shall be temporarily released from its obligations to that extent – provided that it has taken any measures contractually agreed against certain events.

If adherence to the contract is objectively not or no longer reasonable for the other party in such a case, it may terminate the affected services with immediate effect.

13. Changes in services and contractual terms

Impact Hub reserves the right to change the offered services and/or contractual conditions (incl. prices and fees as well as the membership agreement incl. these GTC) at any time or to discontinue individual services. The currently valid version of the GTC shall apply.

The Member shall be informed of any changes in a suitable manner (e.g. via e-mail). Impact Hub shall notify the Member of changes that are associated with a significant disadvantage for the Member (e.g. higher prices, the discontinuation or significant restriction of a service) one month before they come into effect. The Member has the right to terminate the membership agreement with due notice. If the member fails to give notice, the changes shall be deemed accepted. Price adjustments as a result of a change in legal requirements (e.g. an increase in the VAT rate) and the adjustment of prices or conditions of third-party providers do not entitle the member to terminate the contract.

Changes requested by the Member or member-specific collateral agreements, amendments or supplements require the written consent of Impact Hub.

14. Miscellaneous

- a) Should parts of the membership agreement (including these GTC) prove to be invalid or ineffective, this shall not affect the validity of the remaining provisions or the existence of the membership agreement (including these GTC). The invalid or ineffective provision shall be replaced by a provision that comes closest to the intention of the parties.
- b) Offsetting of claims is only permitted with the consent of the other party. In the event of bankruptcy, offsetting by the creditor is possible without consent within the framework of the statutory provisions.
- c) The Member may assign and transfer the rights and obligations under the membership agreement to third parties only with the written consent of Impact Hub. However, Impact Hub may assign and transfer the claims, rights and obligations to another company or person with discharging effect at any time and without the consent of the Member.
- d) The Parties agree that they will not enter into a simple partnership (Art. 530 et seq. CO) by means of this membership agreement. If, contrary to expectations, such an agreement is adopted, the dissolution of this membership agreement to which it relates shall at the same time lead to the dissolution of the simple partnership. In this case, the parties shall have no obligation to make contributions of any kind or additional contributions. Participation in profits or losses shall be excluded. Each party shall bear its own costs and risks.

15. Applicable law and jurisdiction

The contractual relationship of the Parties, including these GTC and all contracts based thereon, shall be governed exclusively by Swiss law. The Parties declare that the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 are not applicable.

The place of jurisdiction for any disputes arising from or in connection with the present contractual relationship of the Parties, i.e. the legal relationship arising from the membership agreement including these GTC, shall be Zurich exclusively.

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