

## Coworking Space Agreement

Your rights and obligations as Client (the "Clientship"), use of our coworking space (the "Coworking Space"), use of this website <https://associados.visitcascais.com/cowork-cascais/> (the "Website"), and provision of services on this Website or related to the Coworking Space (the "Membership Services"), provided by COMCASCAIS, headquartered at Rua Padre Moisés da Silva, Loja 54, Mercado da Vila, 2754-529 Cascais, VAT number 513889922, (hereinafter referred to as "Provider"), are subject to this Coworking Space Agreement (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here.

This Agreement forms a legally binding agreement between you, the Client, and us, the Provider, and governs your access to and use of the Coworking Space, the Website, and the Membership Services.

BY ACCESSING OR USING ANY OF THE CLIENTSHIP SERVICES AND BY SIGNING THIS AGREEMENT YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO.

READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE CLIENTSHIP SERVICES.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

### Article 1 - DEFINITIONS:

The parties referred to in this Agreement shall be defined as follows:

- a) Provider, we, us: We are the organization providing use of the Coworking Space to you, as well as your Clientship.

- b) We'll be referred to as Provider, we, or us. If we use pronouns to describe ourselves, they will include our and ours, as well as other first-person pronouns. These terms will apply to us as well as all our employees.
- c) You, the Client, the Member: You are the Client utilizing the above-mentioned Clientship Services. You'll be referred to as you or the Client. If we use pronouns to refer to you, we'll use your and yours.
- d) Parties: Collectively, the parties to this Agreement (us and you) will be referred to as Parties.
- e) Coworking Space: The Coworking Space is the communal working space we make available, located at the following address: top floor of the Cascais Visitor Center at Praça 5 de Outubro, 2750-320 Cascais, Portugal.

## Article 2 - CLIENTSHIP SERVICES:

The Clientship Services will generally refer to the following services we offer:

- Access to the Coworking Space. The Coworking Space is available at the following days and times: from May to October 15th from 9am to 7pm. In the remaining months from 9am to 6pm.

On December 25th and January 1st, the Cascais Visitor Center is closed.

- Maintenance and upkeep of the Coworking Space
- Use of certain equipment, as will be described to you upon your first visit.

Freely: workstations and furnishings. For prices of the copier and office supplies in the Coworking Space, please consult Appendix 1 below.

- Use of basic amenities at the Coworking Space, such as security service of the space, sunlight, air conditioning, heating, electricity, WC and basic toiletries, shared coffee and water machines
- Use of a private locker
- Access to and use of the Website, which may be subject to any additional legal terms posted thereon
- Use of high-speed Internet service at the Coworking Space.

The Client Services do not include any services offered by third parties.

#### Article 3 - DAMAGES:

If you or any of your guests damage any property at the Coworking Space, you will be held liable, including charges incurred to repair or replace property or items.

#### Article 4 - STORAGE:

You are not permitted to store items of personal property at the Coworking Space. We are not liable or any loss of or damage to items left at the Coworking Space. If there are personal items left at the Coworking Space, we may dispose of them. You waive any claims you may have regarding any personal items.

#### Article 5 - THIRD-PARTY ACTIONS:

Please be advised that we are not responsible for the actions of other clients or their guests. We assume no responsibility or obligation regarding any disputes which may take place between our clients or guests.

#### Article 6 - NO EXPECTATION OF PRIVACY:

You acknowledge and agree that you may not have any expectation of privacy when you are using the internet and telecommunications systems at our Coworking Space. We may monitor your activities to keep our networks and spaces safe.

#### Article 7 - AMENDMENTS:

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to do so, including revising anything contained herein. All modifications to this Agreement are in full force and effect immediately upon posting on the Website. All modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent. You agree to routinely monitor this Agreement on the Website to note modifications or variations. We might also change the scope of the Membership Services.

If we do so, and you are unhappy with the new offerings, please feel free to contact us.

#### Article 8 – IDENTIFICATION DOCUMENTS AND AGE RESTRICTIONS:

You must be at least 18 (eighteen) years of age to sign up for Client. We assume no responsibility or liability for any misrepresentation of your age. When you sign up for a Clientship, you may be asked to provide government-issued identification to verify your age.

You agree to provide all documents, pertaining to your identification and/or the identification of the Company (mentioned in the agreement) and of the person (executing the agreement), as deemed relevant by COMCASCAIS, for the purpose of verification of legitimate existence of the business. The Client authorizes COMCASCAIS to conduct verification of legitimate existence of Client's business and/ or standard business verification to execute the agreement.

You must provide proof of your stay in Cascais for the entire length of the Agreement.

You declare, for the purposes set out in article 13 of the EU Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council, of April 27, 2016 (GDPR), to provide your consent to the processing of your personal data contained in your Application and in this Agreement with the strict purpose of collecting and integrating into COMCASCAIS` database during the period of time necessary, within the scope of fully processing this Agreement.

#### Article 9 - CREDENTIALS:

As part of your Clientship Services, you will receive a code in your email to access the Clientship Services. You are responsible for ensuring the safety

and security of your access information. You must not share the access information with any third party. If you discover that the access information has been compromised, you agree that you will notify us immediately.

#### Article 10 - AUTHORIZED USERS:

A company may become a client and have authorized users. If you are a company Member, you must inform us of the name of your company as well as the authorized users of the Clientship Services. We are not responsible for any unauthorized access to your company account.

#### Article 11 - FEES:

As a Client, you will be dedicating two (2) hours a week or eight (8) hours a month to consulting on projects within the scope and to be defined by COMCASCAIS ("Fees").

Before becoming a Client, you must apply by submitting, either on the Website or in the Coworking Space, an application proposal, either in Portuguese or English, identifying the chosen project and what your consultancy will consist of, which will be approved within two working days. The Fee under this Agreement shall be due within and at the end of each thirty days (30) of the Agreement.

No holidays, special events, or weekends will excuse your obligation to deliver timely Fees as described by this Agreement.

#### Article 12 - SECURITY DEPOSIT:

At the time of you check in at the Coworking Space, you will pay, in trust, a security deposit of € 150,00 (one hundred and fifty euros) (plus taxes where applicable) to be held for as security for performance of all the Client's

obligations under this agreement, upon the expiration or termination of this Agreement or in case of your default.

Payments in cash are not allowed.

COMCASCAIS shall not be liable to pay to the Client any interest on such Security Deposit.

Deposit Refund: The security deposit, or any balance after deducting outstanding fees and other costs due to COMCASCAIS under this agreement, will be returned to the Client within 8 (eight) business days, after the Client has settled their account and has fulfilled all obligations under this agreement, namely:

- Delivery of locker keys.
- Prior payment of consumptions.
- Presentation of a consultancy document for the chosen fee project

#### Article 13 - ACCEPTABLE USE:

You may be provided an additional list of rules upon your registration. If so, the rules you are provided as well as the rules below apply to your Clientship.

You are not to damage the business reputation or physical property of the Provider.

You may not act in any way which presents danger or disruption to other Clients, guests, employees, agents, or animals at the Coworking Space.

You cannot hold meetings or remote meetings in the Coworking Space.

You will not harass, abuse, or threaten others or otherwise violate any person's legal rights.

You will not violate any intellectual property rights of the Provider or any third party.

You will not use the Coworking Space to run any public-facing business where members of the public are expected to come to you.

You will not use the Coworking Space to upload or otherwise disseminate any computer viruses or other software that may damage the property of another.

You will not use the Coworking Space to perpetrate any fraud/crime.

You will not publish or distribute any obscene or defamatory material or any material that incites violence, hate, or discrimination towards any group at the Coworking Space.

You will not unlawfully gather information about others, including photographing or videotaping others without their consent.

#### Article 14 - INTELLECTUAL PROPERTY:

You agree that all our copyrights, trademarks, trade secrets, patents, and other intellectual property belong solely and exclusively to us ("Company IP").

You agree that we own all right, title, and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose.

You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from us.



You agree your consultancy work, and its results, are property of the Provider, and this assignment granted to COMCASCAIS, under the terms of this Agreement, is free of charge.

You agree to waiver any rights, including intellectual property rights, on your consultancy work under this Agreement.

#### Article 15 - TERM:

The term of this Agreement ("term") shall begin from the Effective Date and run for the period stated in it, minimum of 30 (thirty) days, and then will be extended automatically for successive periods, equivalent to the initial term up to 150 (one hundred and fifty) days maximum, unless terminated by either of the Parties as described in the Article describing Termination.

#### Article 16 - TERMINATION:

At least 30 (thirty) days prior to the expiration of the Term, either Party may terminate by sending written notice to the other Party.

However, if this Agreement, extension, or renewal, is for one month, the notice period is for 3 (three) business days, availability.

This Agreement may also be terminated if:

- a) the other party commits a material breach of any term of this Agreement that is not capable of being remedied within seven (7) days or that should have been remedied within seven (7) days after a written request and was not.
- b) the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

c) the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

If the Agreement is terminated, you agree to pay us all Fees incurred prior to the date of termination, regardless of which party terminated or why. You are only excused from paying Fees if we cease service.

Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

#### Article 17 - INDEMNIFICATION:

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Coworking Space or Clientship Services, your breach of this Agreement, or your conduct or actions.

You agree that we shall be able to select our own legal counsel and may participate in our own defense, if so desired.

#### Article 18 – SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law, the remaining parts and subparts will be enforced to the

maximum extent possible. In such a condition, the remainder of this Agreement shall continue in full force.

#### Article 19 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall attempt to resolve the dispute personally and in good faith.

If that is not possible, each party irrevocably submits,

Firstly, to arbitration by the Centro de Arbitragem de Conflitos de Consumo de Lisboa, Lisbon Consumer Conflict Arbitration Center;

Lastly, to the exclusive jurisdiction and venue of the Judicial Court of Lisboa Oeste – Cascais in the event any disputes or differences arise in respect of, out of, relating to and/ or touching this Agreement.

#### Article 20 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the Portuguese Law without giving effect to any choice or conflict of law provision or rule in respect of, out of, relating to and/ or touching this Agreement.

#### Article 21 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

#### Article 22 - ASSIGNMENT:

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you.

Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by us, our rights and liabilities will bind and inure to any assignees, administrators, successors, and executors.

**Article 23 - NO WAIVER:**

In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

**Article 24 - NO AGENCY, PARTNERSHIP OR JOINT VENTURE:**

No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement.

No Party has any authority to bind the other to third parties.

**Article 25 - FORCE MAJEURE:**

We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

**Article 26 - ELECTRONIC COMMUNICATIONS PERMITTED:**

Electronic communications, via e-mail, are permitted to both Parties under this Agreement. For any questions or concerns, please email us at the following address: [coworking@visitcascais.com](mailto:coworking@visitcascais.com).