

General Terms and Conditions

§ 1 General matters

(1) These General Terms and Conditions apply to all services provided to customers and contractors by Office Club GmbH at Pappelallee 78/79, 10437 Berlin, hereafter "Office Club." Differing or contrary terms shall not apply except if expressly agreed upon by Office Club in writing. These General Terms and Conditions also apply if Office Club provides services to the customer without reservations in knowledge of contrary or variant terms and conditions of the customer.

(2) Office Club offers its services to business customers only. A business customer is defined as natural or legal person or partnership with legal personality who/which acts within his trade, business or profession when entering into legal transactions.

(3) Office Club memberships/contractual agreements may not be transferred. Customers may not assign rights under the contract to any other person, or lend key cards for third party use.

§ 2 Scope of services

(1) Office Club's main business objective is the provision of work space including internet access, conference rooms, business addresses, business namesigns, lockers, technical infrastructure as well as complementary services by third parties.

(2) Limits on use and time restrictions depend on the type of contract. Contracts for flexible workspace (type „Hot desk“) do not guarantee availability of a workspace at all times. Prices and conditions of Office Club services are available at www.officeclub.com.

(3) Workstations are equipped with: table, chair, electricity, internet access.

(4) Prior to the contractual agreement, the customer is responsible for examining and confirming the functionality of all equipment.

(5) Workstations may be used by the customer only for designated uses. Uses beyond the stated purpose require the express written consent of Office Club. A violation of this provision entitles Office Club to an immediate termination of contract.

(6) After using a workstation, the customer is responsible for removing all effects and cleaning the work space if necessary.

§ 3 Conditions of access and codes of conduct

(1) Depending on the chosen plan/membership access to Office Club premises is granted during regular business hours or at any time.

(2) The loss of a key card must be reported immediately. Delayed payment entitles Office Club to deny customer access until the balance is paid (see also § 6 section 10).

(3) Office Club reserves the right to expel clients in cases of unethical, inappropriate or harmful behavior that interrupts business as normal. Standard house rules apply.

(4) Customer check-in constitutes a full calendar day, regardless of the number of hours spent on the premises.

§ 4 Customer registration

(1) Office Club operates the website www.officeclub.com, which offers online booking. Customers wishing to sign up online must agree to the General Terms and Conditions before the contract comes into force. Office Club reserves the right to an identity verification of the customer or its legal representative(s) by way of reasonable measures (e.g. presentation of identity cards, postal identification procedure or similar), a solvency check and the provision of securities. Passing these checks is an essential requirement for the contract to come into force. To ensure safety and minimise the risks to persons and property Office Club also reserves the right to check the customer's identity when he/she enters the building. The password provided upon registration must be kept secret and may not be shared with third parties. Information requested in the application data must be complete and accurate. The registration of a legal person shall be made only by an authorized representative. Should data be modified after the application the customer is obliged to inform Office Club of the changes without delay. This applies in particular to changes in his address, telephone availability, bank account details, legal form, legal representation and other matters of comparable importance for the contractual relationship. The customer is responsible for any costs incurred and/or damage caused due to omission of data.

(2) Upon conclusion of contract the customer allows Office Club to inform him/her of activities regarding the company and its services on a regular and/or an occasional basis. This consent may be revoked at any time. Office Club assumes no responsibility for content shared on communication platforms made available to the customer and reserves the right to exclude him/her from these services at its discretion.

§ 5 Conclusion of contract

(1) Following customer registration a contract reflecting the plan/membership chosen by the customer will come into effect with Office Club. The contract shall be concluded for an undetermined period unless expressly agreed otherwise.

(2) The final contract is concluded in writing or via the online booking procedure. With online booking, clicking the button "Bestellung abschicken" („Place order“) constitutes an order for a binding contract with Office Club. Before placing the order, the customer can change the data at any time. The application may only be submitted if the customer accepts these terms and conditions, as reflected in the application.

(3) Formalization of the agreement between the customer and Office Club follows a written confirmation issued by Office Club, either by letter or email.

(4) Office Club may also require the customer to submit commercial, corporate, and / or tax law documents as proof of his status as an entrepreneur. Until the arrival and subsequent examination of said documents, Office Club is entitled to delay the activation of particular services. If Office Club does not accept a customer, the customer still has to pay for services already delivered according to the respective, valid price list.

(5) The customer may only exercise business activities connected with services provided by Office Club under the (company) name given in the contract. Exercising those business activities under a different (company) name may only be exercised upon written approval by Office Club even if the exercising persons are identical.

(6) The customer acknowledges that Office Club may request data from SCHUFA or other business data agencies. The customer agrees that Office Club may share information with these agencies in return if actions have been initiated (e.g. in cases of late payment, information queries, foreclosures). Office Club is entitled to demand proof of the customer's identity and the identity of its legal representatives prior to / after a conclusion of contract. The customer commits to collaborate in this matter.

(7) Technical equipment and other furnishings are provided in flawless working condition to customers by Office Club. Equipment and furnishings are regularly tested and serviced. Customers agree to handle all technical equipment and furnishings as well as the interior and exterior of rooms and the building with care. Improper use is prohibited. Any damages will be charged to the responsible customer.

(8) The customer agrees to abide by all applicable local, national and pertinent international laws and directives, particularly German law, including in transfer of data performed at Office Club, and agrees to report any violations. The customer is solely responsible for all acts and omissions with regards to internet usage.

(9) The customer is subject to legal restrictions regarding the query, storage, transmission, distribution and presentation of certain content, in particular copyright restrictions. Copying, distributing or downloading copyrighted material is strictly prohibited. Should violation of the foregoing obligations lead to damages to Office Club, the customer is obliged to remunerate Office Club for damages and hold Office Club harmless from claims of third parties.

§ 6 Rates and terms of payment, security deposit

(1) All Office Club prices are net prices and subject to applicable sales tax and apply only to services as specified. Any additional services are separately billed at the respective rates / prices listed online at www.officeclub.com or posted onsite at Office Club.

(2) Invoices can be paid via: Direct debit from bank accounts meeting the SEPA criteria, credit cards (Mastercard, American Express, VISA), or Paypal. Cash is not accepted. Should the method of payment differ from this, Office Club is entitled to charge a fee of € 3.50 per invoice. Office Club reserves the right to not accept particular forms of payment without specifying the reason. Invoices may contain services not billed in the previous months.

(3) The customer revocably authorises Office Club to collect the service costs as well as a security deposit, if agreed, after the due date either from a current account to be indicated by the customer or from a credit card account. If and to the extent this is necessary, the customer shall grant Office Club a SEPA-direct debiting authorisation or a direct debiting authorisation for a credit card account. In case of payment by credit card a third party may act as billing service for Office Club.

(4) In the case of non-payment of direct debits and late credit payments, a flat fee of EUR 10.00 per case will be charged to the customer. Claims of higher damages are not excluded.

(5) Invoices are payable in full within 14 days from the date of invoice. After 15 calendar days following the date of invoice, the customer is in default. In case of default, Office Club is entitled to charge the customer interest at a rate of 8 percentage points above the rate of the European Central Bank (or the subsequent interest rate). If Office Club is able to prove a higher loss, it is entitled to claim it.

(6) In case of default, Office Club is entitled to suspend services until the final settlement of the outstanding invoice and to deny the contracting party the right to use the center and to refuse access to it and, where applicable, refuse access to the customer's office room. The obligation to pay usage-independent fees, in particular the monthly fee, is unaffected by suspension of services.

(7) The customer may contest an invoice in writing within six weeks from the date of invoice. Written objections do not entitle the customer to recover amounts already paid (including via automatic transfer/debit). Should Office Club accept the customer's objections in whole or in part, overpayments will be refunded to the customer. Should the customer permit a return automatic transfer, costs thereby incurred for Office Club will be the responsibility of the customer, and Office Club is entitled to terminate the contract for significant inconvenience (see also § 6 section 4).

(8) The customer is entitled to offset only if the customer's claim has been legally established or recognized by Office Club. Furthermore, the customer is entitled to exercise this right of retention only insofar as the claim is based on the same (single) contract. Office Club has the right to offset with and against due and nondue claims, whatever the legal grounds thereof.

(9) Should usage fees exceed EUR 250.00 per week, Office Club is entitled to change the billing cycle to weekly invoicing or to demand a security deposit. The security deposit does not bear interest.

(10) The customer may receive a personal key card and shall be liable for all sales and purchases made using the card as well as all damages (e.g. due to unauthorized access to the premises) until the card is formally reported as lost. In the event of a report of a lost card, the card will be blocked immediately and the customer is issued a new card. The cost for replacement is EUR 10.00 per card. Additional key cards may be issued for EUR 10.00 / month.

(11) A registration fee is due upon contract signing or the online conclusion of registration. Ongoing membership fees are due in advance, monthly. Membership fees are for standard services based on the chosen plan/membership and are independent of actual use of services.

(12) Should the customer exceed the number of days, hours or other units included in the plan, automatic calculation of the extra costs incurred will appear in the customer's account. Any days or similar units beyond those included in the chosen plan/membership will be calculated at the rate given for these additional units, as specified by the valid price list.

(13) If Office Club is required by law or by a final court decision to provide third parties with information about the subject, nature or scope of the contractual relationship (e.g. to investigating authorities), it shall be entitled to charge the customer an expense allowance of € 30.00/hour for the expenses incurred in this connection. The customer shall be free to prove that no such expenses were incurred at all or that they were significantly lower than this lump sum.

§ 7 Business address services

(1) With booking confirmation for the product „Business address“ the customer purchases the right to use the provided address as specified: The business address may not be used for registrations in public directories (e.g. commercial registers) except when the address is explicitly specified as postal address or the one of a non-independent branch office and the headquarter's address is indicated. With booking confirmation for the product „Virtual Office“ the customer purchases the right to use the provided address as the company's head office. The customer may under no circumstances use provided addresses after the termination of the corresponding contractual relationship with Office Club. Should the customer use the address for more than six weeks beyond the term of contract Office Club may impose a fine of EUR 800.00 per month for as long as the address is actively used (e.g. on the customer's website). Office Club reserves the right to take legal steps.

(2) Use of the „Virtual Office“ or „Company Domicile“ product is not permitted if only the „Business Address“ service has been booked. If the customer violates this provision, the charge for the „Virtual Office“ or „Company Domicile“ product shall be deemed to have been agreed from the time and for the duration of the unauthorized use in accordance with the applicable price list.”

(3) The customer is solely responsible for that all legal regulations relating to commercial law, fiscal law etc. are complied with. Office Club assumes no liability in this regard.

(4) Office Club accepts incoming postal items to the address provided on behalf of the customer, provides the required infrastructure and informs the relevant service providers to make sure that all accepted postal items eventually reach the customer. Office Club assumes no liability for mistakes made by third parties. Before Office Club may provide mail handling services the customer has to sign and submit the corresponding „Power of attorney (mail handling)“ document.

(5) Postal items accepted include letters and post cards as well as postal packages. Bulky goods and oversized packages will not be accepted. Office Club is not obliged to accept registered mail or deliveries or to make advance payments for the customer if this may entail payment or other obligations for Office Club. Acceptance of items with a weight of more than 5 kg is at Office Club's discretion. Customer are informed about all postal packages accepted on their behalf. Starting the third weekday after the acceptance Office Club will charge a storage fee per day and package. Office Club reserves the right to store postal items accepted on behalf of the customer for a maximum of 90 days. Afterwards and without any respective acknowledgement from the customer Office Club is entitled to dispose of the items at his/her's expense.

(6) Office Club is given an appropriate amount of time for the mail handling. Short-time delays caused by limited capacities or sudden increases in mail traffic not caused or to be foreseen by Office Club are reserved. An optional mail forwarding service will be carried out according to the customer's specifications made during the booking process or as agreed upon afterwards.

(7) Regarding the optional „scan service“ a signed copy of the „Agreement for data processing on behalf“ has to be submitted in order to start the service delivery on the part of Office Club. Office Club cannot guarantee that opening postal items on behalf does not infringe legal regulations, ethics or professional codes (e.g. of a person subject to professional confidentiality) or the sender's data security. In case of liability claims from third parties against Office Club the customer is obliged to indemnify and hold harmless Office Club internally.

(8) The customer informs Office Club with reasonable notice when a mail volume higher than the usual mail volume is foreseeable. Without respective notice Office Club is entitled to limit the service to the usual degree. The customer will be immediately informed about this circumstance.

(9) The customer agrees to immediately inform Office Club should the forwarding address change and to make sure that mail forwarded by Office Club reaches him/her in a timely manner.

(10) Upon termination of the contract the customer commits to immediately arrange a mail forwarding mandate so that no further postal items will be sent to the address no longer provided by Office Club. Office Club is entitled to refuse acceptance of any postal items or to adequately bill any processing efforts.

(11) The customer is obliged to submit the fully completed survey form as well as the leaflet on the Money Laundering Act (GwG), the business or register application as well as a copy of the identity card of the signing person at the beginning of the provision of services by Office Club for the products „Business Address“ or „Virtual Office“ or „Company Domicile“.

§ 8 Privacy Policy

For all of the provisions regarding data protection, see the separate Privacy Policy at www.officeclub.com. By accepting these General Terms and Conditions the customer accepts these provisions as well.

§ 9 Termination / Contract duration

(1) Either party may terminate the agreement for no stated reason by giving written notice to the other party at least 14 days (Office Desks: 31 days) prior to the expiration of the term of the agreement, the termination date being the last day of the term of the agreement, or the end of the calendar month, whichever is the later. The notice period is three months from the second contract year until the end of the billing period. The right to early termination based on aforementioned reasons remains unaffected for both parties and in all cases. A refund or transfer of funds is not possible.

(2) Office Club may immediately terminate the agreement without notice if grounds for termination exist. This may

occur should a customer default twice on payment obligations, should he be in breach of contractual obligations or use the premises or services provided by Office Club for purposes which infringe rules and regulations or the rights of third parties. It may furthermore occur should the basis of rights to use be dissolved (with the end of the usage/ rental contract), should Office Club not be given permission by its landlord to lease to the customer, should the customer violate house rules or should Office Club have terminated contracts with the customer, legal predecessors, legal representatives, management personell or employees before. It may furthermore occur, if insolvency proceedings are commenced against the customer's assets or if the customer files for judicial or extrajudicial insolvency proceedings or if such proceedings are dismissed for lack of assets. Furthermore, if there are considerable and comprehensible indications that the customer's business conduct is contrary to morality (§ 138 BGB) or a statutory prohibition (§ 134 BGB). It may furthermore occur, if the customer changes the address given at the conclusion of the contract and does not proactively inform Office Club within 14 days. A P.O. box or comparable is not an address deemed adequate in this context. Office Club is entitled to avail itself of lessor's lien for all defaulting debtors.

(3) The customer may terminate the contract without notice with immediate effect if the dissolution of the contractual relationship is anticipated.

(4) Should the customer have grounds for extraordinary termination, Office Club is entitled to withhold pre-paid membership fees, to make claims for compensation and to deny the customer access to all premises.

(5) Should a contractual agreement not be terminated in due time the term of this agreement will be automatically renewed based on the terms and conditions agreed upon.

(6) Office Club may give notice of termination in writing or text form. A written notice of termination shall also be deemed to have been received if it was sent to the last address specified by the customer but could not be delivered there or was not accepted.

(7) The customer's failure to use the services of Office Club GmbH cannot replace an explicit termination of the contractual relationship, even if that lack of use has continued for an extended period.

§ 10 Contract execution

(1) On occasion, e.g. when an event has been scheduled, the customer is obliged to clear the work space if necessary. The event organizer must notify the customer beforehand, giving at least 24 hours notice. Notice is given online at www.officeclub.com.

(2) Customers are prohibited from subletting their work spaces to any third party.

(3) Changes to the work space that do not encroach on the building, fixtures, installations, or plumbing and lighting systems, are permitted only with written approval by Office Club and at the customer's expense. The customer is obligated to restore the work space to its original state using professional services, at the request of Office Club or at the latest, upon taking leave of Office Club. The customer

is not entitled to claim a refund for expenses even in the case that Office Club does not request restoration of the work space to its original state. Once proposed changes are approved by Office Club any required official permits are the customer's responsibility to obtain with pertaining costs likewise borne by the customer.

(4) Office Club may undertake repairs, renovations and structural changes that are required to maintain or expand the building or workplace, or to eliminate hazards or repair damage, after giving reasonable notice to customers and in consultation with the client regarding scheduling. In cases of imminent danger, the consent of the customer and advance notice is not required. In this case the customer is also obliged to make his work space available and to evacuate immediately if necessary. Any resulting costs (for equipment replacement, or loss of income) are borne by the customer. In the case of necessary repairs or work the customer may not claim a reduction in usage fees. Claims for damages are likewise excluded, except when the use of workstations is impeded for an unreasonable time period.

(5) Office Club shall not be liable in cases of discontinuation or delay in service provision as a result of force majeure, labor disputes and other reasons outside Office Club's control. Force majeure shall also include strikes, lockout and any other interruptions, traffic jams, weather conditions, failures in internet and other communication networks, partial or complete destruction of buildings and sovereign measures.

(6) The customer agrees to acknowledge all services he commissioned Office Club to deliver and also those that go beyond a contractual agreement without a previous order confirmation. Office Club is entitled to have all contractual obligations be carried out by third parties.

§ 11 Warranty, liability

(1) The customer should thoroughly inspect the work place before concluding a contract. Depending on the chosen plan/membership the work space may be located in an open-plan office and may therefore not be self-contained. Having noted these conditions, the customer therefore dispenses with any claims possible under §§ 536, 536a BGB. Any claims for reduction in usage fees are likewise excluded. Office Club does not guarantee the condition of a particular work space for the duration of the contract. With the contract commencement the customer acknowledges that the work space includes all equipment as described.

(2) Office Club GmbH bears no liability for financial losses resulting from transmission errors between customers or their customers and employees of Office Club is excluded, in particular, if the customer has not fulfilled his obligation to avoid or mitigate damages and/or has not transmitted change orders in writing. The liability of Office Club GmbH for damages caused by failure, impairment or faulty operation of systems and equipment of third parties - in particular telecommunications service providers such as Deutsche Telekom AG or mobile network operators and service providers - as well as force majeure is excluded.

(3) In all cases during the course of regular business in which Office Club is liable, due to contractual or statutory basis, for the claim for damages or reimbursement of expenses, Office Club shall be liable only when Office Club's agents are culpable of willful or gross negligence or injury

to life, limb or health. This does not affect the liability for culpable violation of essential contractual obligations and guarantees. However, liability is limited to predictable, typical damage. The liability for consequential damages including loss of profits or damages of third parties is excluded, unless Office Club is culpable of willful or gross negligence.

(4) Office Club is not liable for the infringement by third parties upon intellectual property rights of customers' work or infringement occurring with the transmission of data and data carriers. The customer is responsible for ensuring that all competition, copyright, trademark, privacy or other legal violations are not the responsibility of Office Club. If Office Club receives notice of such violations the contract with the customer will be terminated immediately. In the event of any violation, the customer holds Office Club harmless from any claims by third parties. In the event that Office Club is sued by any third party as a result of an infringement claim, the customer must reimburse the costs of statutory attorney fees.

(5) The customer is responsible for sufficiently safe closure of rented cabinets, drawers, etc. Office Club is not liable for stolen items and accepts no liability for clothing hung in wardrobes or on coathooks.

(6) The customer expressly agrees to waive any claims for direct or indirect, special, incidental, consequential or punitive damages, including loss of revenue, profits, businesses or data associated with the agreement, a non-performance of services envisaged by the agreement by mistake or omission, for example a non-performance or unpunctual performance of delivery services (e.g. mail), or associated with a discontinuation of these services.

(7) All claims for damages against Office Club must be asserted by the customer within 6 months of the customer's knowledge of the circumstances giving rise to the claim - but no later than 5 years after they arose, irrespective of knowledge. This does not apply in the case of injury to life, health or freedom, or in the case of liability for intent.

(8) Office Club does not grant the client any protection against competition or rivalry with regard to the services it provides.

(9) Insofar as the liability of Office Club is excluded or limited in accordance with the above provisions, this also applies to the liability of Office Club's employees, representatives and vicarious agents.

§ 12 End of the contractual relationship

(1) The customer agrees to handle the work space and all equipment with care and to return it in contractually compliant, clean and serviceable condition. Costs for repair of damages or the replacement of lost items shall be borne by the customer. If not undertaken by the customer, cleaning and repairs will be charged to the customer for a flat fee of EUR 150 per workstation or EUR 350 per office.

(2) The customer must return all key cards. Should the customer not fulfill this obligation in a timely manner, Office Club reserves the right to open and clean the office. Abandoned items, if not removed per Office Club's request, can be stored on the premises at the expense of the customer. There is no obligation to retain belongings left behind. Of-

Office Club reserves the right to discard all postal items accepted on behalf of the customer that have not been collected or for which no valid forwarding address has been submitted within four weeks after contract termination. All costs arising from this will be billed to the customer.

(3) Should the customer not evacuate the work space on time, the customer is liable for all costs incurred due to the late return, even should these exceed the loss of regular usage fees, and at least for the amount of the monthly cost of the work space.

§ 13 Changes to the General Terms and Conditions

Office Club reserves the right to change usage fees, conditions of service and these Terms and Conditions. The customer will be notified of the changes by e-mail or in his customer portal at www.officeclub.com. E-mail notification satisfies the requirement for notice of changes to be made in writing. Should the customer not object to the changes within 14 days of receipt of notice the amended Terms and Conditions shall be deemed to be accepted (tacit agreement). If not accepted the customer's contract shall be dissolved at the next possible termination date.

§ 14 Objections to the calculation of the compensation for services rendered, counterclaims

(1) The customer shall raise objections to the calculation of the service charge in writing and without delay, but no later than within 14 days of receipt of the invoice. The invoice shall be deemed approved if the customer has not objected to it within this period. Office Club shall draw the customer's attention to the deadline and the consequences of non-compliance in each invoice. Legal claims remain unaffected.

(2) The obligation to pay shall remain in force even if objections are raised, as long as Office Club does not recognize the objections as justified, has not made a substantiated statement on the objections within a reasonable period of time or the objections have been established by a final court decision. In particular, the customer is not entitled to claim back any amounts already paid (return debit note).

(3) The customer may only offset claims of Office Club against undisputed counterclaims or counterclaims that have been declared final and absolute by a court of law. The customer may only assert a right of retention or a right to refuse performance based on undisputed counterclaims or counterclaims that have become res judicata. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

§ 15 House rules, hours of operation, etc.

(1) Office Club is entitled to change individual offerings/services, but not essential components, providing the changes are reasonable to Office Club customers.

(2) Office Club keeps customers informed about hours of operation and available services. The hours of operation can - if necessary and reasonable - be lengthened or shortened, as in the case of holidays or during renovations or repairs. Office Club will announce changes in hours of operation or closure of premises with reasonable advance notice.

(3) The customer is obliged to obey the instructions of Of-

fice Club staff and to abide by house rules. Blatant and/or repeated violations authorize Office Club to ban the customer without notice. Office Club reserves the right to make reasonable changes to house rules.

§ 16 Events and Conferences

(1) Booking of event space including conference rooms is subject to separate terms and conditions which may be viewed at any time on the company's website.

(2) Office Club shall provide the customer with conference rooms at the locations subject to availability and based on a separate agreement. The costs, size and equipment to be paid by the client for the use of a conference room are governed by the relevant list of prices and services.

(3) If no conference rooms are available at a requested time, there is no entitlement to provision. However, the client is entitled to preferential consideration for alternative dates. If Office Club has already confirmed a booking to the client, it shall be entitled to allocate the client a conference room of equal or higher value at the same price instead of this room.

(4) The client undertakes to leave the conference rooms on time at the end of the agreed period of use. Exceeding the time of use is permitted only with the express consent of Office Club and, in this case, upon payment of the corresponding fee. Even if the time of use is exceeded without prior agreement, the client must pay the fee for such separate use as set out in the schedule of services. Office Club reserves the right to claim damages in excess of this.

§ 17 Final Provisions

(1) This contract is governed by the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise agreed, this shall also apply to the determination of times of day, public holidays or other temporal or spatial factors.

(2) The customer agrees to be named as a reference by Office Club in press releases and other purposes.

(3) Changes to this agreement must be in writing. All other forms are excluded. This also applies to appeals for the amendment of the requirement for written notice. All terms and conditions of the customer are not acknowledged, even when not expressly contradicted by Office Club. If laws, including those that are dispositive, necessitate the modification or adjustment of individual regulations of this contract, the parties agree to replace the old system with new rules until a separate new provision has been established.

(4) Should any provision of these Terms and Conditions or of the contract concluded with Office Club be invalid, the validity of the remaining provisions shall not be affected. The fully or partially invalid provision shall be replaced by one that is as close as possible to the invalid provision and that is in keeping with the intention of the parties. The same applies in case of an omission.

(5) Berlin will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract relationship (excluding the United Nations Convention on Contracts for the International Sale of Goods).

(6) The binding version of these Terms and Conditions is the version in German language. Only this version is authoritative for the content of these Terms and Conditions and the rights and obligations arising from them. Versions in other languages are non-binding translations that serve information purposes only.

(7) Insofar as these General Terms and Conditions must be in text form, Office Club shall be deemed to have complied with this requirement if the declaration was transmitted to the customer in electronic form through the customer portal at www.officeclub.com or through the mobile app. The declaration shall be deemed to have been received, even if it has not been retrieved by the customer, no later than two weeks after receipt through the customer portal or through the mobile app. This also applies to all other declarations within the scope of the contractual relationship, unless a stricter form than text form is required - including, in particular, the written form.

As of March 2023