

## **Terms & Conditions, Cancellation Policy and Privacy Policy**

### **Impact Hub Prague K10**

#### **Terms & Conditions**

##### **1. K10 services s.r.o.**

K10 Services s.r.o. is a company which is entitled to grant K10 a license for using the K10 premises by the Members. For these purposes the Member is entitled to use conference rooms, workspaces and the garden at the address Koperníkova 10, 120 00 Prague 2.

##### **2. Object of the contract**

General subject of this Membership agreement are the below mentioned mutual rights and obligations of the Contractual parties in connection with the use of the K10 license to the Member.

##### **3. The scope of license**

K10 undertakes to permit the Member:

- Access to conference rooms, workspaces and garden within the extent of the Member's active type of membership program
- The use of technical devices, printers and other devices including internet connectivity
- From 8am to 6:30pm on working days to benefit from Infodesk assistance and services
- Other rights according to the selected type of membership program specified in the membership rules

The scope of membership rights are limited by the active type of membership program of the Member.

Types of membership programs and related member rights are specified on the internet website: k10.online.

##### **4. Membership responsibilities**

The Member in connection with the use of the K10 license undertakes to:

- Pay K10 a membership fee according to the current price list published on the internet website: k10.online
- Pay additional charges for services that the Member uses beyond the scope of the signed up membership program, eg. purchased food and drinks or meeting room bookings.
- Follow the membership rules published on the internet website: k10.online
- Respect work ethics standards

#### **Rules of changes to membership plans and cancellation policy**

1. Changes to Membership Plans (upgrade, downgrade, cancellation) can be processed after the Member submits the correctly filled in form "Request for change to the membership plan" to the

- reception.
2. The Request form is available upon request at the reception in electronic form or as a physical copy. It can be submitted both, electronically at [prague@k10.online](mailto:prague@k10.online) or in the form of a physical copy.
  3. Any change to the Membership Plan applies from the 1st day of the month. The Request has to be submitted by the 20th day of the month that precedes the month in which the change should apply. E.g. if the membership should be cancelled from December 1st, the Request has to be submitted by November 20th.
  4. A Request for membership cancellation can be submitted only if the Member has paid all outstanding due invoices issued by K10. If K10 registers unpaid due invoices on the Member's account, it will not be possible to cancel the membership even if the Request has been submitted in time.
  5. No Membership Plan can be cancelled temporarily. It is possible to downgrade temporarily to a lower plan, with FRIENDS being the lowest plan possible.
  6. A temporary downgrade to a lower plan is possible with all types of plans excluding the FRIENDS plan.

## Privacy Policy

K10 Coworking ("We") is committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the UK Data Protection Act 1998 and the European Union General Data Protection Regulation 2016 (the "GDPR"), the data controller is K10 Coworking with its registered office at 71-75 Shelton Street, London, WC2H 9JQ.

### Information We May Collect From You

We may collect and process the following data about you:

- Information that you provide by filling in forms on our site <https://k10.spaces.nexodus.com> and associated application programming interface (collectively, our site). This includes information provided at the time of registering to use our site, subscribing to our service, posting material, requesting further services, and adding/amending information in your account.
- If you register for an account with us, we will ask for your first and last name, your email address, a password (to be stored in an encrypted format), and optionally your website address, at the time of registration.
- After you register for an account with us, we may also ask for details concerning your business (if you have one), such as your business name and address, VAT Number, and alternative contact details.
- If you contact us, we may keep a record of that correspondence. This includes email messages and their attachments, records of phone calls and postal mail that we receive from you.
- We may ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- When you enter payment information, such as your credit card number, these are processed by our payment processor (Slashpay Payments, Stripe, or PayPal depending on your choice of payment method) and we do not process or store your full unmasked payment information. We may store and process the first 6 and last 4 digits of your credit card number and its expiry date,

the card type and issuer, the cardholder name and address, and/or (in the event of payment via PayPal) your PayPal account email address.

The data we collect and process is strictly limited to that which is necessary for us to provide our service to you under the lawful bases of consent and/or necessity.

Where we have given you (or where you have chosen) a password or access credentials which enable you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

### IP Addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our partners, providers or advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

If you register for an account with us, we may use your IP address at the time of registration for "geolocation" (meaning that we will infer your likely country of location, based on your IP address). Such geolocation is limited to the country level, and is not guaranteed to be accurate. We will provide you the opportunity to correct or remove this information if you wish.

### Sensitive Information

We do not request or otherwise collect or store any sensitive personal data as defined under the GDPR (for example: data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, gender or sexual orientation), whether in aggregate or linked to any person or account. If we become aware of any such data being stored or processed in our systems, we will take reasonable steps to erase it.

### Cookies

Our website uses specific cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Notice.

### Where We Store Your Personal Data

Our entire site is available over secure SSL (HTTPS) connection. Information that you provide to us by filling in forms on our site is therefore transferred from your web browser or server using SSL encryption.

When you enter payment information, such as your credit card number, these are processed by our payment processor (Braintree Payments or PayPal depending on your choice of payment method). The checkout page and/or specific form fields where you enter such information are served directly from their secure servers, and we do not process, receive or store your full unmasked payment details.

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. We maintain confidentiality and privacy agreements with any members of staff having access to such information to ensure compliance with the GDPR and other relevant data protection law. By submitting

your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and our codes of practice.

Although we will do our best to protect your personal data, including the use of SSL technology, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### Uses Made Of The Information

We use information held about you in the following ways, under the lawful bases of consent, necessity and/or legal obligation:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes and only where provided by us.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about your account activity and usage, and about changes to our service, where you have consented to receive such updates.

Where we permit selected third parties to use your data, such use is strictly limited to that which is necessary to enable us to provide our service to you, and for purposes for which you have provided your consent. We ensure that these third parties are compliant with the GDPR and other relevant data protection law, and that your data is not used or stored by any third party for purposes for which you have not consented.

If you are an existing customer, we will only contact you with information about goods and services similar to those which were the subject of a previous sale to you, and only where these are provided by us.

If you are a new customer, we will contact you by electronic means only if you have consented to this. If you email us before registering for or using our site, we will respond to you by email, only insofar as required to provide you with the information you have asked for. If you then decide that you do not wish to use our site or services based on our response to you, please inform us of this and we will no longer contact you.

We will retain information held about you for the duration of your having an account with us (or longer, if required by law). When you no longer need your account, you may delete it by visiting your Account Dashboard or by emailing us at [prague@k10.online](mailto:prague@k10.online) and requesting account deletion. We will then no longer retain information about you. If your account is inactive for a long period of time, we may also erase information held about you as part of routine maintenance and data purging practices.

If you do not want us to use your data in this way, or to pass your details on to third parties, please untick the relevant box situated on the form on which we collect your data (the registration form or forms in your Account Dashboard).

### Disclosure Of Your Information

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act

2006.

We may disclose your personal information to third parties:

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or to protect the rights, property, or safety of K10 Coworking, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

If K10 Coworking or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

In the event of any such disclosure, we will use our best efforts contact you to notify you of such disclosure, and give you the opportunity to exercise your right to erasure.

### Notification Of Breach

While we take great precaution to protect our systems and servers from unauthorised access, and carry out regular internal data security audits, there is a risk of malicious activity occurring. If we become aware of any potential or actual breach of our systems which may have caused exposure of your personal information, we will contact you via the email address you have provided to us within 72 hours of such discovery to inform you of the situation.

### Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [prague@k10.online](mailto:prague@k10.online).

### Access To Information (Subject Access Requests)

You have the right to access personal information held about you by us (known as a Subject Access Request under the GDPR). You may exercise this right at any time by emailing [prague@k10.online](mailto:prague@k10.online) from the email address associated with your request. If you have an account with us, or we hold any personal information pertaining to you, we will provide this in a machine-readable format (such as CSV) within 30 days. There is no fee in relation to your request for access.

### Right To Erasure

You have the right to ask us to remove all data and/or personal information we hold about you. We will use reasonable endeavours to remove all information from our systems, including backups where technically feasible, within 30 days. You can exercise this right at any time by contacting us at [prague@k10.online](mailto:prague@k10.online). We may retain certain specific information, where required by law. There is no fee in relation to your request for erasure.

### Withdrawal Of Consent

You have the right to withdraw your consent for data processing and storage at any time, including (but not limited to) your consent to be contacted by us. You may exercise this right at any time by emailing [prague@k10.online](mailto:prague@k10.online) or by unticking the relevant box in the registration form, and/or forms



displayed in your Account Dashboard.

### Changes To Our Privacy Policy

Any changes we may make to our Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

### Contacting Us

If you have any questions or comments about this Privacy Policy, or require clarification for any of the points contained in it, please contact us at [prague@k10.online](mailto:prague@k10.online).