

AGREEMENT FOR LISTING INTO SPACEFLOW APPLICATION

concluded pursuant to the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**", the „**Agreement**“)
on the hereafter stated day, month and year, by and between:

Spaceflow s.r.o.

With its registered office at Pernerova 676/51, Karlín, 186 00, Praha 8

Id. No.: 05184142

VAT ID: CZ05184142

Registered in the Commercial Register kept by the Municipal Court in Prague, Section C,
File 259630

Bank: Československá obchodní banka, a. s.

Account No.: 275103930/0300

Represented by Lukáš Balík, Executive Director
(hereinafter the "**Seller**")

and

Kongresové centrum Praha, a.s.

With its registered office at 5. Května 1640/65, Praha 4 Nusle 140 00

Id. No: 63080249

VAT ID: CZ63080249

Bank: Komerční banka, a.s.

Account No.: 6502790257/0100

Represented by: Ing. Pavel Habarta, Managing Director
(hereinafter the "**Buyer**")

(The Seller and the Buyer hereinafter jointly the "**Parties**")

1. Recitals

1. The Seller represents that it is the exclusive owner of the Spaceflow software, as specified in Annex 1 hereto, which forms integral part of this Agreement (the "**Software**"); exercises all the property rights to the Software; the Seller's rights to dispose of the Software are in no way restricted; the Seller has full authorisation to perform the subject of the Agreement and has obtained all approvals, permits and licenses required to this end. The Seller represents that it is authorised to grant licenses to use the Software to third parties; to install and implement the Software; and to provide maintenance services and technical support in relation thereto.



SPACEFLOW

2. The Parties acknowledge that the Software, identified by its unique licence number, including the accompanying electronic documentation is protected under the relevant provisions of Act No. 121/2000 Coll., the Copyright Act, as amended. In this sense, the Seller agrees to ensure the protection of the Software users' personal data within the maximum scope and within the valid EU regulations in terms of personal data protection.

2. Subject of the Agreement

1. The Seller hereby agrees to grant to the Buyer the right to use and access to the Software together with the software administrative area and the Buyer agrees to pay fees for the listing in Seller's app and use of the Software (the "**Listing Fees**"), all the above under the terms and conditions stipulated herein.
2. The Seller will provide the auxiliary services, as defined in Annex 2 hereto, to the Buyer from the date when the listing is made available pursuant to Article III (1) hereof.
3. For the term of this Agreement, the Seller hereby further agrees to provide services associated with development and maintenance of the Software, as defined in Annex 3 hereof, to the Buyer and the Buyer hereby agrees to pay fees for such services to the Seller, all the above under the terms and conditions stipulated herein.
4. The Buyer acknowledges that he assumes liability for the created contents unless the parties agree otherwise.

3. Availability and Use of the Software

1. The Seller will make the Software available to the Buyer. Making the Software available means provision of the relevant number of log-in credentials for the Seller's Software.

Name of the Space Owner (main administrator): Simona Kozuchova

Email of the Space Owner (main administrator): kozuchova@praguecc.cz

2. The Seller may offer to the Buyer a possibility to download new versions of the Software. The Buyer is not obliged to use any new version of the Software and may continue to use an older version thereof; however, in such a case, the Seller shall not be liable for any damage incurred by the Buyer or any third person as a consequence of using an older version of the Software. If the Buyer considers a new version to be worse than the previous one or ascertains any substantial defects in the functioning thereof, the Buyer shall notify the Seller of this fact in writing without delay, specifying the relevant defects and/or impaired functionality, and agrees to provide the Seller with all possible co-operation in adjusting the new version. In case the service is out of order, the Seller undertakes to correct the errors within the shortest possible period of time. In the event that the application cannot be used for more than 4 hours, the Buyer is entitled to claim a corresponding reduction in Listing Fee.
3. The Buyer is entitled to make the Software available for use only to persons having the right to use the Building or part of it.
4. The Buyer may not sublease (grant sub-license, even without consideration) to any third persons.



SPACEFLOW

5. Neither Party shall be in any way liable for the contents published by third persons through the Software; for accuracy of such contents; for the quality of goods and/or services offered by third persons through the Software; or for any consequences of the contents published by third persons through the Software. The Seller shall not be liable for any breach of the Terms of Use to the Spaceflow Software by users of the Software.
6. All data related to the use of the Software are in conformity with the General Data Protection Regulation (GDPR – Regulation EU 2016/679) and will be stored on servers administered by the Seller subject to EU regulations in terms of personal data protection. For the purposes of the Software, the Seller is obliged to arrange for the Buyer a data storage with the necessary capacity and to store the data for the entire term of this Agreement. Seller shall make every effort to ensure compliance with the GDPR.
7. By the execution of this Agreement, the Seller grants to the Buyer a non-exclusive global license to the Software in the sense of Sec. 2358 et seq. Of the Civil Code, for an entire term of the Agreement and for particular building profiles within the scope set out in the Agreement. The Buyer may not grant a sub-license to the Software or any part thereof in the sense of Sec. 2363 of the Civil Code. The Buyer shall not be obliged to use the license. The license granted in this Article terminates automatically upon termination of the Agreement.
8. The Seller will provide support to the Buyer during the term of the Agreement, in the form of a Helpdesk available by telephone at: +420 604 238 265 and by e-mail at: support@spaceflow.io during standard operating hours from 9:00 a.m. to 5:00 p.m. CET on business days or anytime during the week if there is a critical tech issue.
9. The Seller will exert its best commercially possible efforts that can be reasonably expected in a similar contractual relationship to ensure uninterrupted access to the Software and to maintain the Software in good operating condition.
10. The Seller will remedy any defects or non-functioning of the Software as soon as possible, having regard to the usual business hours.
11. Where possible, the Seller shall perform maintenance of the Software outside usual business hours, i.e. at a time other than from 9:00 a.m. to 5:00 p.m. on business days, and shall notify the Buyer in advance (on the date and duration of the maintenance/outage).
12. The Buyer acknowledges that new versions of the Software may contain a new wording of the Terms of Use and Privacy Terms to the Spaceflow Application. By downloading a new version of the Software, the Buyer agrees with the new wording of Terms of Use to the Spaceflow Application and agrees to comply with the new wording thereof. Every update in Terms of Use has to be confirmed by ticking a box in the Software.
13. The Buyer agrees that the Seller can, subject to prior written approval, use information about cooperation, Buyer's use of Software and other facts related to the cooperation with media publications, social media, Seller's website, the Seller's promotional materials in electronic and printed versions. This includes but is not limited to information about launched projects, square footage that the Software is used at, and general usage stats.

4. Price and Payment Terms



SPACEFLOW

1. The Parties have agreed that the Buyer is obliged to pay Listing Fees to the Seller from the date when the Software is made available under Article III (1) above. The amount of the Listing Fees equals [REDACTED] plus VAT at the statutory rate. This Listing fee includes access to the auxiliary services according to **BASIC plan**.
2. The amount of the Listing Fees set out in the previous paragraph of this Article includes fees for services associated with the Software maintenance, as specified in Annex 3 to this Agreement.
3. The Listing Fees shall be paid annually in advance, but not later than by the 10th day of the 12-months period for which the Listing Fees are being paid.
4. The Listing Fees shall be paid either:
 - a. directly with a secure online payment method through the third party payment processor, such payment is safely processed from credit/debit card (see the Privacy notice under art. 13 and 14 related to payment procedure in Annex 6 to this Agreement), or
 - b. by direct debit
 - c. or wire transfer on the basis of invoices issued by the Seller.
5. Invoice is payable within 15 days from the day of the issuance. The Buyer has to choose the payment option in his account.
6. The Parties have agreed that the Buyer is obliged to fulfill its financial obligations (make any payments) under this Agreement or in connection therewith solely to a bank account (account number) communicated by the Seller to the tax administrator and published by the tax administrator in a manner allowing remote access account, according to Act No. 235/2004 Coll., on Value Added Tax, as amended. If the Seller requests payment at any time and in any way to any account other than a registered account, the Buyer may refuse such payment or pay to any registered account of the Seller, at its own discretion. Performance of the Buyer to any registered account of the Seller and / or performance directly to the tax administrator, resp. payment of the tax on the taxable supply provided, is always considered to be the proper fulfillment of the Buyer's obligation under this Agreement, and the Seller agrees with such process.
7. The Seller hereby expressly declares and is responsible for the fact that at the date of the conclusion of this Agreement the statutory prerequisites pursuant to Section 109 of the Value Added Tax Act are not met in order for the Buyer to become a guarantor for the unpaid tax. The Seller is obliged to properly and timely fulfill all tax obligations arising in connection with this Agreement. The Seller is obliged to notify the Buyer without any delay in particular of the commencement of insolvency proceedings against the Seller and / or of a substantial threat to the Seller's ability to fulfill its obligations under this Agreement. In the event that any of the facts pursuant to this paragraph occurs on the Seller's side, the Buyer shall be entitled to require the provision of sufficient security for the fulfillment of the Seller's obligations. At the same time, the Seller undertakes to indemnify the Buyer in full (i.e. to pay all damage) in the event that the Buyer incurs any costs, expenses and / or damages or harm in connection with the failure to fulfill the tax liability of the Seller duly and on time.

5. Contractual Penalties



1. In case of the Buyer's delay in payment of the Listing Fees, the Buyer will pay to the Seller a contractual penalty at the rate of 0.01% of the outstanding amount for each, even incomplete, day of default.
2. An entitlement to payment of a contractual penalty hereunder shall in no way prejudice the entitled Party's claim for compensation for damage in the full amount.

6. Confidentiality

1. The Parties agree to treat information on all facts they have learned under or in connection with this Agreement as confidential information and the Parties agree to maintain confidentiality of any such facts until such information becomes publicly available other than through a breach of the confidentiality obligation.
2. Disclosure of confidential information by a Party in order to fulfil its duties stipulated by the generally binding legal regulations is not be deemed a breach of its confidentiality obligation.
3. The confidentiality obligation shall survive the termination of effects or validity of this Agreement.

7. Term and Termination

1. This Agreement is concluded for an indefinite term.
2. This Agreement may be terminated at any time by written agreement of the Parties or in other way stipulated by the law.
3. The Seller may withdraw from this Agreement with effect *ex nunc* (i.e. from now) if the Buyer is in default with a payment of the Listing Fees or any part thereof for a period exceeding 30 days. The Buyer may withdraw from this Agreement with effect *ex nunc* (i.e. from now) if the Seller fails to provide access to Software; and/or in case of the software malfunction lasting longer than 5 consecutive days; and/or if the Seller fails to provide the services stipulated in Annex 2 and Annex 3. The Buyer may also withdraw from this Agreement with effect *ex nunc* (i.e. from now) provided that the Seller enters into liquidation or there has been launched insolvency proceedings, enforcement proceedings or criminal proceedings against the Seller or the Seller becomes an unreliable VAT payer.
4. The Parties may terminate this Agreement by written notice without stating the reasons, subject to a notice period commencing on the day following the date of delivery of the written notice of termination to the other Party and ending on the last day of the calendar month following the month in which the written notice of termination was delivered to the other Party.
5. Upon termination of the Agreement, the Buyer's right to use the Software terminates and the Buyer is obliged to refrain from any further use of the Software for its own needs or for the needs of any third persons.

8. Data protection notice for contact persons

The Seller undertakes to ensure that data subjects, such as contact persons stated in the Agreement and persons acting on behalf of the Parties, whose personal data are supplied to

SPACEFLOW

other it, shall be provided with the Privacy notice under and Art. 14 of the GDPR (“**Notice PD**”).

- Notice PD under Art. 14 GDPR can be found at Spaceflow web page: <https://spaceflow.io/>; and

For the sake of clarity:

- Agreement is the Agreement referred to by the Notice PD; and
- We or “controller” is Spaceflow s.r.o. referred to by Notice PD.

9. Final Provisions

1. Legal relations between the Parties established by this Agreement that are not explicitly provided for herein shall be governed by the applicable provisions of the Civil Code and other relevant generally binding legal regulations. This Agreement is governed by and construed in accordance with the laws of Czech Republic without giving effect to any principles of conflicts of law. The Parties agree to resolve any disputes exclusively in court of Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
2. This Agreement has been drawn up in two original counterparts. Each Party shall obtain one counterpart.
3. Any amendments or supplements to this Agreement must be made in writing. This shall in no way prejudice the provisions of Article III (12) of this Agreement.
4. The Parties jointly declare that they have read this Agreement prior to its execution and that the Agreement was concluded after mutual negotiations, according to their true and free will, definitely, seriously and comprehensibly, not under duress and under strikingly unfavourable conditions.
5. This Agreement enters into force on the date of its execution by both Parties and enters into effect upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Special Conditions of Effectiveness of Certain Contracts, the Publication of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended..
6. The contracting parties agree to publish this Agreement in the Register of contracts, whereby the publication of this Agreement according to the Act on the Register of Contracts shall be performed by the Buyer immediately after signing this Agreement. Both Parties acknowledge that only information that cannot be provided under the rules governing free access to information will not be published. If the Seller considers any information specified in this Agreement as information that cannot or should not be published in the register of contracts pursuant to the Act on the Register of Contracts, the Seller is obliged to notify the Buyer in writing about such information.
7. The Buyer also undertakes to inform the Seller about the registration by sending the Seller adequate notice when the Buyer receives the confirmation, or alternatively the Buyer will fill in the relevant box with the ID of the data box of the Seller already in the accompanying form, (in this case both Contracting Parties will receive confirmation from the registry administrator about the Agreement registration).

- Annex 1: Specification of the Spaceflow Software
Annex 2: Definition of the Auxiliary Services
Annex 3: Definition of Services Associated with Software Maintenance

SPACEFLOW

Annex 4: Terms of Use and Privacy Policy

Annex 5: Processing Agreement

Annex 6: Privacy Notice for persons engaged in payment procedure under art. 13 & 14

In Prague on 20th of January 2020



Spaceflow s.r.o.
Lukas Balik, Executive

In Prague on 16 of January 2020



Kongresové centrum Praha, a.s.
Ing. Pavel Habarta, Managing Director



SPACEFLOW

Annex 1: Specification of the Spaceflow Software

Spaceflow application provides functionalities intended to facilitate communication, support community life and provide services/amenity programs within building's environment.

Its main functionalities include:

- Facilitating communication from the building managers to the tenants/residents
- Connection of tenants/residents to services provided in the Building or nearby location
- Dissemination of commercial communications concerning services
- Presentation of amenity programs
- Sharing activities within the Building and in its vicinity
- Booking of common premises / amenities and resources within the Building

Application interface:

- Web application – administrative zone for Building managers/Space managers and service providers
- Mobile application – native application for iOS, Android – user's interface

Annex 2: Definition of the Auxiliary Services according to Spaceflow plans

BASIC

All community management up to you

- ✓ License for Spaceflow app and admin console
- ✓ Tech support & regular updates
- ✓ Hands on assistance with using Spaceflow
- ✓ Ready-to-use Content templates

ADVANCED

We create content and keep the flow

- BASIC plan +**
- + Content monitoring
- + Keeping Amenities/Services/ Tenants/Space profiles updated
- + Weekly Community updates
- + Building announcement updates

PREMIUM

All inclusive to engage the community

- ADVANCE plan +**
- + Strategy planning and guidance
- + Partnership and Service acquisition
- + Pop up events coordination
- + Tenant feedback and user support
- + Data report and insights



Any Extra required Spaceflow Community Management Services need to be agreed by both parts (in writing in form of addendum to this Agreement) and are excluded from the Listing Fees - €40/hour

Any Extra required Spaceflow Custom Development Services need to be agreed by both parts (in writing in form of addendum to this Agreement) and are excluded from the Listing Fees - €450/hour

Annex 2.2. Implementation service (tick the box of service that you require)

•

SPACEFLOW

Type of service	Description	One-time price	Tick the box
<p>Seamless on-boarding</p>	<p>Training for all staff, admin, partners</p> <p>Uploading space data into the platform according to the provided materials (tenants, amenities, services etc.)</p> <p>Shortlist research of services/amenities in your area and uploading them to the platform</p> <p>Aquaring partnerships with unique special offers for users</p>	<p>[REDACTED]</p>	<p><input type="checkbox"/></p>
<p>Full branded app</p> 	<p>Branding of the icon and in-app profile</p>	<p>[REDACTED]</p>	<p><input type="checkbox"/></p>
<p>Branded marketing materials</p> 	<p>1x 3D stand with QR code</p> <p>2x 50 pcs of cards with a stand to introduce the platform (Local + English)</p> <p>5 stickers/posters with access code (Local + English)</p>	<p>[REDACTED]</p>	<p><input type="checkbox"/></p>
<p>Launch event</p>	<p>Experienced Spaceflow members on-site for the best users onboarding</p> <p>Morning catering and afternoon happy hours</p> <p>Contest for the maximal number of sing-up users</p>	<p>TBD based on the event size</p>	<p><input type="checkbox"/></p>

Annex 3: Definition of Services Associated with Software Maintenance (included in the Listing Fees)

SPACEFLOW

Regular fees associated with the functioning and maintenance of the Software include the following:

- Unlimited Users per Building
- Multiple building management
- Regular updates for iOS, Android and Admin zone
- Multi-language environment
- Helpdesk during defined hours (9:00 a.m. to 5:00 p.m. BST)

Annex 4: Terms of Use and Privacy Policy

The latest Terms of Use are available here: <https://spaceflow.io/en/terms>

The latest Privacy Policy is available here: <https://spaceflow.io/en/privacy>

Terms of Use

General provisions

1. Unless these Terms of Use expressly state something different, the following terms used in these Terms of Use have the following meaning:
 - **"SF Manager"** means an entity which uses the App with respect to the specific real-estate project (the Profile as defined below) and which is possible to contact via helpdesk specified in the App, and is identified as "we", unless such designation is used only with the Spaceflow;
 - **"Spaceflow"** means company Spaceflow s.r.o. with registered seat at Pernerova 676/51, Karlín, 186 00 Praha 8, ID: 05184142, registered by the Commercial Register maintained by the Municipal Court in Prague, File No. C 259630, established and governed by the laws of the Czech Republic, and is identified as "we", unless such designation is used specifically with the SF Manager;
 - **"App"** means the website – admin.spaceflow.io, the mobile and touch versions and any sites, designed and operated by the Spaceflow and which the SF Manager is licensed to use and uses;
 - **"Merchant"** means any person who offers his goods and/or services through the App and within a particular Profile to the User (as defined below) and is identified as You, unless such designation is used (or can be applicable due to the nature of your purpose) only with the User;
 - **"User"** means any natural person who creates the User Account (as defined below) and uses the App and is identified as You, unless such designation is used only with the Merchant, unless stated otherwise you have a position of Ordinary User;
 - **"Office manager"** means any User, to whom the SF Manager granted the right of office manager in relation to the Building profile (as defined below), and has rights connected with it;
 - **"Tenant representative"** means any User, to whom the SF Manager granted the right of tenant representative in relation to the particular Residential building profile (as defined below), and has rights connected with it;
 - **"Ordinary User"** means the User who is not the Office manager or the Tenant representative;
 - **"User Account"** means an account created for the User, that allows User to use the App;
 - **"Merchant Account"** means an account created for the Merchant, that allows the Merchant to offer its goods and/or services through the App to the User;

SPACEFLOW

- **"Account"** means the User Account and the Merchant Account;
 - **"Building user"** means a natural or legal person who has a right to use an accurately delimited part of the building or its part (real estate project) to which the Profile in the App exists and is the User;
 - **"IP Right Owner"** means a natural or legal person who owns copyright, trademark, patent, or other intellectual property rights right;
 - **"Authorized Agent"** means a natural or legal person who is an agent authorized to act on the IP Rights Owner's behalf;
 - **"Building profile"** means an electronic profile made for a real estate projects and it is connected to it within the system of the App. If it is mentioned "published in the App", it is meant to be published in one or more connected Building profiles;
 - **"Residential building profile"** means an electronic profile made for a real estate residential project (together with the Building profile jointly "Profile");
 - **"Services"** means "Event" as any cultural, co-working, networking, educating or other performance or event, as well as exhibitions, conferences, training courses, trade fairs etc. constituting the use of the User's spare time at a real estate project and a predetermined time and date, and "Amenities" as meeting room, parking spot etc. offered by the SF Manager to the User for the purpose of using such amenity for a predetermined time and price;
 - **"Price"** means a fee for the Service including payment costs, all additional fees and relevant applicable taxes.
2. The term "using" also includes any person or entity that accesses or uses the App with crawlers, robots, data mining, or extraction tools or any other functionality.
 3. We, the SF Manager, are a licensed user of the App designed, developed and operated by the Spaceflow. The Spaceflow is a developer of the App and may change functionalities of the App and change of the Terms of Use with respect to improvement of the App and its functionalities (as it becomes more robust) in the future as long as such changes are not material and in line with any applicable legal provisions, in particular the GDPR. We, the SF Manager, control particular Profiles related to the real estate projects we operate.
 4. The App helps us, the SF manager, to provide a social venue in its real estate solution to Users like You in order to provide better services in our buildings and to provide better user experience to people using the building like You. In order to achieve this purpose, the App will provide information exchange between You (the User) and us - the SF Manager and to invite You (the Merchants) to offer your services and products to the Users within our Profiles.
 5. Through the particular Profile within the App the SF Manager is entitled to communicate with You (and vice versa) via Push-Notification, by email and receive information published by You in your Profile within the App in order to fulfill its objective stated in section 1.4 above. We are entitled to communicate with You and receive information published by You in order to maintain, operate and improve functionalities of the App.
 6. By using the App and/or signing the Account, You agree to these Terms of Use acknowledge the Privacy Terms and that You will visit the Terms of Use and Privacy Terms to familiarize itself with it.
 7. By accepting these Terms of Use, we – the Spaceflow grants You a limited, personal, non-transferable, non-exclusive, revocable license to use the App under these Terms of Use and to any additional terms and policies set by us - the Spaceflow, and You agree not to reproduce, distribute, create derivative

SPACEFLOW

works from, publicly display, publicly perform, license, sell, or re-sell any content, software, products, or services obtained from or through the App without our express permission.

8. You can't conclude an enforceable contract with other Users and the Merchants regarding any goods or services advertised through the App, any reservations made in the App are mere intents of interest and should be considered to be steps in bona fide, unless explicitly stated otherwise.
9. You agree that You shall be responsible for all data charges You incur through the use of the App.
10. Even though we, the Spaceflow, want the App to be available as much as possible, the App may occur to be interrupted, including without limitation, for scheduled maintenance or upgrades and emergency repairs.
11. You will be responsible for online/offline interaction with other users of the App and You agree that we – the Spaceflow or the SF Manager – will not be responsible or liable for the conduct of any other User or the Merchant.
12. We, the Spaceflow, provide a subscription for a premium use of the App for the third parties (real-estate project owners, asset managers) based on an independent particular agreement (as an exception mentioned in par. 1.14. below). The premium subscription of the App is paid and includes (but is not limited to): I) an exclusive access to the web-admin portal of the App, II) operating particular Profiles, III) having SF Manager rights and other extended functionalities. Recurring charges on such subscription are paid among others with an online payment method.

Your Account and connection to Profiles

13. We, the Spaceflow, want to ensure You, as the User, may only create and hold one Account. The same applies to You, the Merchant, if we agree with You to create for You the Merchant Account. You will be responsible for updating and correcting information submitted to create or maintain your account. We are not responsible for any incident arising out of, or related to, any your Account settings.
14. You agree that You have no legal claim to create the Account, unless You have a different agreement with us, the Spaceflow.
15. The Account creates the Spaceflow and is created independently of the Profile. The Account exists regardless of its connection to any Profile. Such account can be connected to multiple Profiles.
16. We, as the SF Manager, can grant a particular User a status of the Office manager or the Tenant Representative through invitation via email. Such invitation will contain the building code (enabling an access to a particular Profile), for the User as the Office manager or the Tenant representative to access the particular Profile. With the first use of the access code and access to such Profile the User becomes the Office manager or the Tenant representative. We, the SF Manager, can remove your status of the Office manager or the Tenant representative anytime and such User - Office Manager or Tenant Representative retains the position of the Ordinary user.
17. Access of the Account to the Profile is possible upon the invitation sent via e-mail by the SF Manager, the Office manager or the Tenant representative to the Ordinary user or the Merchant. Such email contains building code which enables to connect the particular Profile. First connection establishes the User/Merchant connected to such Profile.
18. Your Account shall be non-transferable and may not be sold, combined, or otherwise shared with any other person.
19. You are permitted to access (connect) the Profile only if You are:
 1. the Building user
 2. Building user's employee who works predominantly in such building or

SPACEFLOW

3. a person who is not in an employment relationship with the Building user however performs activities for the Building user predominantly in such building. In such case the Building user shall be for the purposes of the Terms of Use deemed to be employer of such person, or
 4. if You are the Merchant and You agreed with us, the SF Manager, You will be connected to the particular Profile.
20. We, the SF Manager, can disconnect You from the Profile upon:
1. your request,
 2. request of the Office Manager or Tenant Representative of a particular Profile;
 3. non fulfillment of the conditions stated in 18.

Your conduct

21. You declare that all the information You provide to us – the Spaceflow – which is related to the App is true, complete and accurate.
22. By accessing or using the App You represent and warrant that your activities are lawful in every jurisdiction where You access or use the App.
23. The App is not a backup service and You agree not to rely on the App for purpose of content backup or storage.
24. You undertake to:
 1. not use the App if You are less than 16 years old;
 2. refrain from restricting and/or inhibiting any others from using the App or any of its part;
 3. refrain from accessing data not intended for You, such as logging into the Account without authorization to access;
 4. refrain from interfering with service to any User / Merchant in any manner, including, without limitation, by means of submitting a virus to the App or attempting to overload, flood", "spam", "mail bomb", or "crash" the App;
 5. refrain from using the App in any manner that violates applicable laws (including, without limitation, intellectual property laws, laws relating to rights of privacy and rights of publicity, and laws related to defamation);
 6. protect our good name;
 7. to pay for all royalties, fees, and any other monies owed by reason of the content the User / Merchant posts on or through the connected Profiles.
25. You are responsible for any content submitted to the App. You are expressly prohibited to submit any content, that:
 1. You are not legally entitled to publish or is purposely inaccurate, commits fraud, or contains falsified information;
 2. violates applicable laws (including, without limitation, intellectual property laws, laws relating to rights of privacy and rights of publicity, and laws related to defamation);
 3. contains viruses or malware; and that we – the Spaceflow and the SF Manager – do not have any obligation to monitor, edit or remove any content published in the particular Profile.
26. For the Content that is covered by intellectual property rights, like photos and videos ("IP content"), You specifically give us the following permission, subject to your privacy and application settings: You grant

SPACEFLOW

us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use IP content that You post on or in connection with the App (IP license). This IP license ends when the IP content is deleted.

Services

27. This clause governs the rights and obligations between You and the SF Manager consequent upon purchase of the Services. The App provides purchase and payment mechanism of the Services. The SF Manager is solely responsible for performance of the Service in terms, quality and scope of such matter and delivery of any order you place. We are not liable for damages within the scope of this contractual relationship incurred by You or the SF Manager and we do not assume any guarantee that Your contractual partner will comply with the expected legal regulations.
28. The Services may also be offered by the Merchant; in such case, the Merchant is bound by this clause as well as the SF Manager.
29. The contract between You and the SF Manager, relating to the Service, is concluded at the time when We receive full payment from You through the payment method (or in case of Amenity - amount is blocked on your account), as shown in the Service card. Unless stated otherwise, the Price contains all fees and taxes and its final.
30. We or our affiliates will send You on behalf of the SF Manager the invoice regarding payment of the Price, after the payment is completed, to your email address. In case of any refund, the SF Manager will send You the credit note, after the refund, to your email address.
31. You have the right to cancel the Service contract, relating to the purchase of the Service, until the cancellation period lapses (if applicable), by the email sent to the email address in the App. Provided that the email is sent before the cancellation period lapses, we are obliged to refund the Price or cancel the blocking on your bank account after deduction of processing fees (if applicable).
32. We, the SF Manager, may:
 - o cancel the Service; in such cases we are obliged to notify You immediately to your email address, and to refund the full Price or cancel the blocking on your bank account.
 - o cancel the contract in case the capacity of the provided Service has been filled before the process of your payment has been completed, or in case another User completed the Purchase of the Service, which is incompatible with your reservation (due to its capacity), before the process of your payment has been completed. In such case we, the SF Manager, are obliged to refund the full Price or cancel the blocking on your bank account.
 - o reduce or cancel the Price for the Service at any time. In such case, we, the SF Manager, are obliged to refund the Price difference (or the full Price in case of the cancellation of the Price).
 - o determine the specific terms and conditions of any contract between You and us, the SF Manager, concluded through the App, unless such terms and conditions derogate and / or depart from these Terms of Use. Such terms and conditions are not valid, unless they are published on the Service card (a direct link to the website is sufficient) and are in compliance with payment/cancellation/refund policy of the payment platform.
 - o If I) any exercise of the rights stated in this article or II) rights/duties in terms and conditions of the SF Manager are incompatible with the App functionalities, they may be exercised by You and us, the SF Manager, directly.
33. We, the SF Manager, are obliged to act in accordance with the consumer rights legislation with respect to the law governing the particular contract concluded between You and us, the SF Manager.

34. The App uses a 3rd party payment platform, including refunds, chargebacks, cancellations and dispute resolution. In the event the dispute is raised, We will offer the first line of support and We will refund You if deemed appropriate (and if We receive financial funds from the particular SF Manager). If You have any problems with your order, You can contact our customer care team by sending an email to hello@spaceflow.io. Any refund is not an admission of our liability. If We refuse to refund your request You may seek a refund directly from the SF Manager.

Copyright and Trademarks

35. The App contains copyrighted material, trademarks, and other proprietary information, including, without limitation, text, software, photos, video, graphics, music, and sound, and the entire contents of the App are protected by copyright, trademark, and other intellectual property laws of the state where we, the SF Manager, use the App. You may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. Except as otherwise expressly stated under copyright law (or this Terms of Use), no downloading, copying, redistribution, retransmission, publication, or commercial exploitation of the content (or any part of it) without our (the Spaceflow) the express permission of or the copyright owner is permitted. If downloading, copying, redistribution, retransmission, or publication of copyrighted material is permitted, the You shall make independent attribution and/or make no changes in or deletion of any author attribution, trademark legend, or copyright notice. You acknowledge that You do not acquire any ownership rights by downloading copyrighted material. Any violation of these restrictions may result in a copyright, trademark, or other intellectual property right infringement that may subject You to civil and/or criminal penalties.
36. Marks on the App may be under license from the trademark owner, in which case such license is for the exclusive benefit and use of us – the SF Manager unless otherwise stated, or may be the property of their respective owners.
37. You may not use the Spaceflow's and/or the SF Manager's and/or the Merchant's name, logos, trademarks or brands of others on the App without the Spaceflow's and/or the SF Manager's or the Merchant's express permission.

Infringement Reporting Procedures and Digital Millennium Copyright Act (DMCA) Procedures

38. If You are the IP Rights Owner or Authorized Agent, and the You have a good faith belief that material or products on the App infringe the IP Rights Owner's copyright, trademark, or other intellectual property rights, and You would like to bring it to the SF Manager's attention, You can report your concern(s) by submitting your complaint.
39. We, the SF Manager, reserve the right to terminate your right to use the App if such use infringes the copyrights of another. We, the SF Manager, may, under appropriate circumstances and at our sole discretion, terminate your connection of Account to the particular Profile, if we determine that You are a repeat infringer (not necessarily of the same infringement). In case the You believe that any material has been posted via the App by any third-party in a way that constitutes copyright infringement, and You would like to bring it to us - the SF Manager's attention, You must provide us - the SF Manager's DMCA Agent (such shall have been appointed in territory under the jurisdiction of the United States) identified below with the following information:
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
 - an identification of the copyrighted work and the location on the App of the allegedly infringing work;
 - a written statement that the You have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law;

SPACEFLOW

- your name and contact information, including, without limitation, telephone number and email address; and
 - your statement that the above information in your notice is accurate, under penalty of perjury, that the You are the copyright owner or authorized to act on the copyright owner's behalf.
40. The contact information for us - SF Manager's DMCA Agent (if applicable, otherwise "Agent") for notice of claims of copyright infringement is a helpdesk for the relevant real-estate project in the App. In countries where DMCA is not applicable similar agent may be appointed.

Liability and Indemnification

41. As permitted by applicable law, in no event, we, SF Manager and the Spaceflow, our subsidiaries or affiliates or any of their respective employees, officers, directors, agents, merchants, partners, third-party content providers or licensors, or any of our officers, directors, employees, or agents, will be liable for any direct or indirect lost profits or lost business damages, indirect, incidental, special, consequential, or punitive damages arising out of, relating to, or in connection with any of the following:
- your use of the App and the content in the App, including, without limitation, any personal information, and any other information either contained in the App or submitted by You to the App,
 - your inability to use the App,
 - modification or removal of content submitted to the App,
 - your offerings, products, Services and other available programs accessible or available through the App,
 - any products or Services purchased or obtained directly from the You (as the Merchant/the SF Manager), or
 - any improper use of information You provide to the App, including, without limitation, any personal information,
 - downloading any information contained in the App, malfunction of the App, viruses or malware.
42. The liability limitations in this section are not intended to limit any warranty provided directly by the You (the Merchant) or by the applicable manufacturer or physical products or any express representations or warranties by us, the SF Manager or the Spaceflow, that neither are included in other applicable terms, nor are they intended to limit remedies the You might have for product-related injury.
43. You agree to defend, at our, the SF Manager's, request, indemnify and hold us, the SF Manager, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of Your direct activities on the App or those conducted on your behalf):
- Your access to or use of the App;
 - Your breach or alleged breach of these Terms of Use;
 - Your violation of any third-party right, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy right;
 - Your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
 - any misrepresentation made by You.

SPACEFLOW

44. You promise to cooperate as fully required by us - SF Manager in the defense of any claim. We - SF Manager reserve the right to assume the exclusive defense and control of any matter subject to indemnification by the You, and You shall not in any event settle any claim without the prior written consent of us, the SF Manager.

Governing Law & Venue

45. These Terms of Use are governed by and construed in accordance with the laws of the country where the SF Manager operates the Profile, without giving effect to any principles of conflicts of law. You agree to resolve any disputes you have with the SF Manager/the Merchant exclusively in court of country where is situated building and for which the Profile of a particular SF Manager exists. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Terms.
46. If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable in court, then such provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.
47. The End User Licence Agreement provision under 1.7 and any relationship toward the Spaceflow is governed by the law of the Czech Republic.
48. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use.
49. Neither the course of conduct between the You nor trade practice will act to modify the Terms of Use. These Terms of Use shall not confer any third-party beneficiary rights.

Modification

50. The Spaceflow reserves the right at all times to discontinue or modify any part of these Terms of Use in the sole discretion of the Spaceflow. Any changes to these Terms of Use will be effective upon the Spaceflow's posting of the notice; provided that these changes will be prospective only and not retroactive. If You do not agree to the changes, the You may deactivate your Account and not use the App or any services offered through the App after the effective date of the changes. You agree that posting notice of any changes on the Terms of Use page is adequate notice to advise You of these changes, and that your continued use of the App or the SF Manager's services will constitute acceptance of these changes and the Terms of Use as modified.

Privacy policy

The Spaceflow transforms physical buildings into a human experience, making amenities, services and community life available right in the palm of your hand. The Spaceflow changes the way people connect with the spaces around them and with each other – making life more convenient and enjoyable.

Definitions

GDPR means General Data Protection Regulation (EU) No. 2016/679;

- **Personal data** means any information relating to an identified or identifiable natural person;
- All definitions used in the Terms of Use are also used in these Privacy terms unless is stated something explicitly different.

What data are collected?

1. In order to provide "You" (as the User of our services especially the App) and the "SF Manager" (entity which use the App with respect to the specific real-estate project - operation of the Profile) with an essential App functionality under the Terms of Use we, the Spaceflow, collect through your App-Usage following personal data:

SPACEFLOW

Minimal viewed data	Basic data for App (or its services) to work for any user:	Optional data (voluntarily inserted)	Social Content
Name/Surname	Name (Name of the Merchant), Surname	Bio ("description" in case of the Merchant)	Reservations, communications etc. by a particular User
E-mail	E-mail	Telephone (in case of the User)	
	Telephone (compulsory in case of the Merchant, in case of the User compulsory for verification while registering the Account unless Facebook login used)	Image (in case of the User)	
	Phone operating system & brand	Employer	
	Facebook credentials (ID user and E-mail stored in the phone)		
	Phone language		
	Privacy settings		
	Notification token		
	Geolocation (not stored)		
	Password (not access to it) / access code to the building		
	Image (in case of the Merchant)		
	History of purchased Events (date, Event name, Price)		
	History of purchased Amenities (date, duration, Amenity name, Price)		

The data specified above is jointly referred to as the "User Data". The App does not allow performing any personalized analysis of your behavior or profiling based on the User Data.

Other specific data are processed for web admin page and for online payment mechanism within the App:

Payment data (Adyen payment service)

Cardholder data (like Credit Card Numbers, CVC codes, expiry dates etc.). The Spaceflow does not have access to such data (except for the last 4 digits of the card number, expiry data and Cardholder name) and they are securely processed by a payment platform which acts as a sub-processor – Adyen.

Experience data (Appcues platform)

PD I: Any User profile data passed to Appcues by the Spaceflow, using the `Appcues.identify()` SDK function Browser information that is collected by default in the Appcues SDK (e.g., OS, device type, browser language, user agent);

PD II: End-user Appcues Data This data pertains to how Users are interacting with Appcues content; This category usually does not contain Personal data;

PD III: Spaceflow's data is collected by the Appcues dashboard, for example the name and email address of each of a Spaceflow's team members who are authorized to use the Appcues platform. This category contains Personal data;

Payment data (Adyen payment service)

Experience data (Appcues platform)

PD IV: Spaceflow's aggregate data includes its-wide statistics such as active User count, number of Appcues flows shown, how many Appcues flows are published at a time, etc. This data does not contain Personal data.

Who can see my profile?

If your Account is in private regime, the Optional data and your Account is not seen within a particular Profile by anyone except the SF Manager and the Spaceflow through the web admin page to the extent of your Minimal viewed data and if you post anything, your post is visible to anyone in the particular Profile. The Merchant cannot see in web admin page anything about you except its published information (e.g. advertisements).

If your Account is in public regime, your Account can be viewed also by other Users connected to the same Profile and in such Profile to the extent of your Minimal viewed Data, the Optional Data and the Social Content you published.

Who is controller and processor?

The Spaceflow provides some of the data above to the SF Manager who processes this data for its own purposes. Please find below an overview of who is controller for which processing activities:

Personal Data	Controller	Processor
Basic data (user inserts the data)	Spaceflow	
Basic data (except of history of purchased Events and history of purchased Amenities)	Spaceflow	
Optional data		
Social content (user inserts the data)		
History of purchased Services (Events, Amenities)	SF Manager / Merchan	Spaceflow
Minimal viewed data	SF Manager	Spaceflow
Optional data		
Social content (if applicable) (the SF Manager receives through the App)		
Optional data (Inserted by the User himself about another user)	User (if applicable)	Spaceflow
Payment data	Spaceflow	Spaceflow
Experience data	Spaceflow	

If You provide (as the Merchant or any Building user) the Basic data/Optional data of another natural person (e.g. sub-contractor or employee), You are considered to be a controller with full liability and the Spaceflow is a processor.

What the Spaceflow does with the User data and Optional data, Experience data and Payment data

1. App functionality

We, the Spaceflow, use the User Data in the App in order to make the App work under the Terms of Use, i.e. to provide all Users of the App their connection with their Account and to join the Profiles, and to connect the Users, the Merchants and the SF Managers in social environment of the Profiles. Thus, processing the User Data for this purpose is necessary in order to perform a contract with you.

For this purpose, your data will be stored until the Account is deactivated.

2. Improvement of the App and SF Managers' experience

In addition to the purpose described above, we, the Spaceflow, may use the User Data (which are for these purposes used in anonymized form and therefore not considered to be personal data under the GDPR) on the basis of our legitimate interest in further development of the App, more specifically:

SPACEFLOW

- to improve, test, and monitor the effectiveness of the App with respect to the current functionalities in the Profiles (e.g. workload of hardware if certain amount traffic is reached, modify user experience in order to provide more comfort and intuitive use of the App, change of the App's configuration if any);
- to develop and test new features (including their improvement, e.g. future internal market, different method of sharing economy implemented within the building profile, incentivize a cooperation of building users,) of the App;
- to monitor metrics such as total number of visitors, traffic (e.g. how much users sign into the App during day, what are the main activities they do in the app, the workload of the App during the day);
- to diagnose or fix problems with the use of the App (e.g. if the App does not work properly with a specific device operating system, if it crashes due to noncompliance with other technical parameters of the device);
- to automatically update the App on your device (if the Spaceflow comes with any new functionality of feature we do so through the App update);

We, the Spaceflow, process the Experience data in order to provide effective onboarding process for new App-users, to facilitate early adoption of new App features, to enable better user - experience through App-user feedback/surveys, campaigns and Users' self-service support, as a result to make experience with the App deeper.

Social content posted within the Profile stays in the Profile communication history until it is outdated (in case of created events) or deleted by you (if you are an author). All other data (communication) will be stored for the purposes above for life of the Profile.

3. Operation of payment mechanism

Between the Spaceflow and customer who possess a SF Manager role is based on agreement and the Terms enabled possibility to pay through online mechanism in the web admin page. Therefore, the Spaceflow processes the Payment data on the basis of a legal obligation. The Spaceflow does not have any access to this Payment data (unless stated above) which are processed securely by below stated processor in compliance with the best industry practices.

4. Recipients

Spaceflow uses the following processors:

- Google Ireland Limited (Cloud Service Provider, providing "platform as a service" services e.g. environment, computing capabilities, for more information see: <https://cloud.google.com/terms/>), the App runs on the Google Cloud Platform;
- Message Systems, Inc. d/b/a SparkPost, Delaware, US, (email service - Sparkpost, sending the email from the App), for more information see: <https://www.sparkpost.com/policies/DPA/>, the App uses API of the Sparkpost to send: 1) Addressing, message, 2) email address of the addressee 3) content of email. Message Systems, Inc. d/b/a SparkPost is certified under the EU-U.S. Privacy Shield Framework
- Adyen N.V., The Netherlands (payment processing payment transactions in the web admin page), for more information see: <https://www.adyen.com/policies-and-disclaimer/privacy-policy>, the App uses Adyen services to operate on-line payment mechanism in a web admin page and for the Users - in case of the Services);

SPACEFLOW

- Appcues, Inc., Boston, the U.S.A. (experience platform which provides deeper experience for the App-Users), for more information see: <https://www.appcues.com/privacy>. Appcues is certified under the EU-U.S. Privacy Shield Framework.

Furthermore, your data may be disclosed to the following recipients:

- In case privacy mode is off: App-User joined in same Profile as the User, application portfolio manager, building managers;
- Courts, Legal representatives and Notaries.

What the SF manager does with the Minimal viewed data, the Optional data, the history of purchased Services and the Social content

1. Purpose, legal basis and duration of processing

If you are connected to the particular Profile the SF Manager is a controller of the Personal data in your Profile, namely your Minimal viewed data, the Optional data and the Social content (see above). Your profile can be viewed by the SF Manager through the web admin page of the App. SF Manager is entitled to observe and manage the Profile environment to the extend you see. Through web admin page the SF Manager is entitled to see your Minimal viewed data.

SF Manager uses the web admin page to:

- regulate access control and management of users of the Profile for a particular building;
- react to various requests/demands and feelings from You;
- communicate with You directly through various communication activities (questionnaires, posts and notifications regarding functionalities, facilities, etc.);
- improve the service of buildings operated by the SF Manager; and
- provide social place for You to meet and to make the building life more vibrant.

Processing your Minimal viewed data, the Optional data and the Social content as just described is necessary for the purpose of the legitimate interest of the SF Manager to provide better services in the building to which the building profile in the App is connected, to create a closer connection between the operator of the real-estate project and You (the User/Merchant), to provide unique and vivid experience when you work or use the particular building any other way and make the particular building attractive for current and prospective tenants. Processing your history of purchased Services is necessary for the purpose of the legitimate interest of the SF Manager (or the Merchant) for the establishment, exercise or defense of legal claims and to fulfillment of their duties with respect to tax legislation.

For these purposes, your data is stored until it is outdated (in case of events, history of purchased Services) or deleted by you (if you are an author).

Communication between you and your SF Manager is stored for the life of the Profile.

2. Recipients

SF Manager uses the following processors:

- IT-Service provider Spaceflow s.r.o. (for the purpose of ensuring the technical functionality and for providing all users of the App their connection with their Account and to join the Profiles);
- Property-manager (in case they are admins of the particular Profile, if the SF manager provides access to the Profile of the facility/asset);

Furthermore, your data may be disclosed to the following recipients:

- Company's affiliates (for the purpose of internal audits);

SPACEFLOW

- In case privacy mode is off: Users joined in same Profile as you, application portfolio manager, building managers, service providers, admin of Spaceflow (the latter only in case You load data about the building);
- Courts, Legal Representatives and Notaries.

What are the security measures in place?

The App and the web admin page use in communication with all users of the App a Transport Layer Security (TLS) encryption technology to encrypt personal information (including geolocation) and maintains by-design security.

If you make a reservation within particular Profile in the App for a certain service, you will decide whether the App will have access to your calendar application in order to record such reservation.

The Spaceflow guarantees that information in the App may not be accessed, disclosed, altered, or destroyed without authorized access.

Data logs from the App are saved for the purposes of security events and are erased from the App after 7 days. The Experience data is secured by highest level encryption i) in external traffic in transit (HTTPS/TLS) and ii) at rest (using AES-256 and an automated key rotation system).

The Experience data is retained for an indefinite period of time and they can be erased in seven days following the receipt of an individual request at support@appcues.com.

The Payment data is retained by the payment processor for 10 years, this requires Dutch law under which the payment processor operates.

If there is a serious suspicion that the particular user breached the Terms of use or committed a fraud and other illegal activity, such log can be accessed, processed and retained for an extended time period when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of the Terms of Use, or otherwise to prevent harm.

The Spaceflow, the SF Manager and the Merchant can access the App through web admin page. We do not use any plugins of third parties in our web admin page and the App web admin environment.

The Spaceflow uses its own analytics tools to monitor metrics and usage trends in the App and such tools collect information sent by your device but are anonymized. The Spaceflow works within the App only with anonymized logs of such statistics and then provide results to the SF Manager in the web admin page.

If Information is anonymized (e.g. used anonymized for statistics) so it is no longer reasonably associated with an identified or identifiable natural person, the Spaceflow and the SF Manager may use it for any business purpose.

What are your rights and your obligations?

The GDPR grants you a number of rights we will honor:

- to request access to your Personal data;
- to request rectification or erasure your Personal data;
- to request restriction of the processing of your Personal data;
- to object to the processing of your Personal data;
- to receive your Personal data, as it was provided by you (data portability).

In case you gave your consent to processing your Personal data, you have to right to withdraw that consent at any time.

If you wish to exercise any of the rights set out above, please contact the respective controller (see above). You can find the contact details of all controllers at the bottom of this document.

Although the Spaceflow and the SF Manager go to great lengths to ensure your data's confidentiality and integrity, differences in opinion might nevertheless occur from time to time. If you feel that the Spaceflow or the

SPACEFLOW

- Appcues, Inc., Boston, the U.S.A. (experience platform which provides deeper experience for the App-Users), for more information see: <https://www.appcues.com/privacy>. Appcues is certified under the EU-U.S. Privacy Shield Framework.

Furthermore, your data may be disclosed to the following recipients:

- In case privacy mode is off: App-User joined in same Profile as the User, application portfolio manager, building managers;
- Courts, Legal representatives and Notaries.

What the SF manager does with the Minimal viewed data, the Optional data, the history of purchased Services and the Social content

1. Purpose, legal basis and duration of processing

If you are connected to the particular Profile the SF Manager is a controller of the Personal data in your Profile, namely your Minimal viewed data, the Optional data and the Social content (see above). Your profile can be viewed by the SF Manager through the web admin page of the App. SF Manager is entitled to observe and manage the Profile environment to the extend you see. Through web admin page the SF Manager is entitled to see your Minimal viewed data.

SF Manager uses the web admin page to:

- regulate access control and management of users of the Profile for a particular building;
- react to various requests/demands and feelings from You;
- communicate with You directly through various communication activities (questionnaires, posts and notifications regarding functionalities, facilities, etc.);
- improve the service of buildings operated by the SF Manager; and
- provide social place for You to meet and to make the building life more vibrant.

Processing your Minimal viewed data, the Optional data and the Social content as just described is necessary for the purpose of the legitimate interest of the SF Manager to provide better services in the building to which the building profile in the App is connected, to create a closer connection between the operator of the real-estate project and You (the User/Merchant), to provide unique and vivid experience when you work or use the particular building any other way and make the particular building attractive for current and prospective tenants. Processing your history of purchased Services is necessary for the purpose of the legitimate interest of the SF Manager (or the Merchant) for the establishment, exercise or defense of legal claims and to fulfillment of their duties with respect to tax legislation.

For these purposes, your data is stored until it is outdated (in case of events, history of purchased Services) or deleted by you (if you are an author).

Communication between you and your SF Manager is stored for the life of the Profile.

2. Recipients

SF Manager uses the following processors:

- IT-Service provider Spaceflow s.r.o. (for the purpose of ensuring the technical functionality and for providing all users of the App their connection with their Account and to join the Profiles);
- Property-manager (in case they are admins of the particular Profile, if the SF manager provides access to the Profile of the facility/asset);

Furthermore, your data may be disclosed to the following recipients:

- Company's affiliates (for the purpose of internal audits);

SPACEFLOW

SF Manager is not handling your data in line with applicable laws, please do not hesitate to contact us. Alternatively, you are entitled to file a claim with the data protection authority in your country.

Changes of Privacy Terms

The Spaceflow may modify or update this privacy policy from time to time. The Spaceflow may provide you through the App and via e-mail with additional forms of notice of modifications or updates as appropriate under the circumstances.

How can you reach us?

1. Spaceflow

Spaceflow s.r.o.

With its registered office at Pernerova 676/51, Karlín, 186 00 Praha 8,
ID: 05184142

Registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 259630

Account No.: 275103930/0300

Represented by Lukáš Balík, Executive Director

The representative of the Spaceflow: support@spaceflow.io

Data Protection Officer: dpo@spaceflow.io

2. SF Manager

You can also reach the SF Manager in the App help desk for particular Profile.

Annex 5: Data Processing Agreement

1. Subject matter and duration of the processing:

The Seller ("Processor") will process personal data on behalf of the Buyer ("Controller") from the day of execution of this Agreement until the end of this contractual relationship to provide all functionalities and services described in Annex 1 and 2.

2. The Controller engages the Processor for the following data processing activities:

System access control and management of user IDs for data application "Spaceflow" (the "Spaceflow" is a software for accessing building profiles e.g. for newsfeed/posts from the building management and users, for offerings/bookings from service providers and users, for booking from resources of the building like parking space, meeting rooms if available. In connection with that the exercise of user rights within the social space of the building profile is managed by system users, including automated and archived text documents and other correspondence in these matters.)

3. The following categories of personal data of the following categories of data subjects will be processed:

SPACEFLOW

Categories of data subjects	Categories of personal data
<p>Users joined the profile of the building via app (tenants, employees of the tenants, visitors, ...) who is approved by the building manager</p>	<ul style="list-style-type: none"> - Email address (used as User ID) - Name, Surname - Phone number (optional, only if the user puts it in, mandatory only for verification of the Account) - Employer (optional, only if the user puts it in) - Biography (optional, only if the user puts it in) - Content (e.g. information about an event, services which are provided by suppliers, post, reservation, ...)
<p>Application portfolio manager (done by Buyer's employees)</p>	<ul style="list-style-type: none"> - Email address (used as User ID) - Name, Surname - Phone number (optional, only if the user puts it in) - Content (e.g. information about an event, services which are provided by suppliers, post, reservation, ...)
<p>Building managers (done by property manager [either outsourced or Buyer's employees])</p>	<ul style="list-style-type: none"> - Email address (used as User ID) - Name, Surname - Phone number (optional, only if the user puts it in) - Content (e.g. information about an event, services which are provided by suppliers, post, reservation, ...)
<p>Service providers (Merchant)</p>	<ul style="list-style-type: none"> - Email address (used as User ID) - Name, Surname - Phone number (optional, only if the user puts it in) - Biography (optional, only if the user puts it in) - Content (e.g. information about an event, services which are provided by suppliers, post, reservation, ...)

4. The Parties will ensure that the information above is updated as appropriate before any new or amended processing on personal data commences.

5. The Processor is obliged to adhere to all applicable data privacy regulations. In particular, the following obligations apply:

- The processor processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The Processor shall contact the Controller as soon as reasonably practicable if it is ever unsure as to the parameters of any instruction. The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.
- The Processor ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. In particular, the processor's obligation of discretion applies even after processing and when the processor's personnel left the company. The Processor shall procure that the same is applicable for the authorised personnel of a further processor.
- The Processor takes all measures required pursuant to Article 32 GDPR at its own cost and expense;
- The Processor may only engage further processors, if the controller has given prior written consent. Where the processor engages another processor for carrying out specific processing activities on behalf of the Controller, the same data protection obligations as set out in this agreement shall be imposed on that other processor by way of a contract to be concluded between that other processor and the Processor. Where that other processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the controller for the performance of that other processor's obligations.
- The engagement of sub-processors listed below shall be regarded as approved upon conclusion of this Agreement.
- Considering the nature of the processing, the Processor assists the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights. If the Processor receives such request, it shall at no cost to the Controller record the request and without undue delay forward it to the Controller; Processor will provide the Controller with any information, cooperation and assistance as it requires to timely respond to the request. Processor will not respond to a request without Controller's prior written approval.
- Further, the Processor assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR considering the nature of processing and the information available to the processor. In particular, in case

SPACEFLOW

of a data breach the Processor will provide detailed information about (i) the nature of the data breach including the categories and approximate number of data subjects and personal data records concerned, (ii) the consequences of the data breach and (iii) the steps the Controller has taken to address the data breach. Furthermore, the Processor will immediately take all necessary steps to mitigate the effect of the data breach and minimise the damage.

- At the choice of the Controller, the Processor deletes or returns all the personal data to the Controller after the end of the provision of services relating to processing and deletes existing copies unless Union or Member State law requires storage of the personal data.
- The Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits (max. once a year) at no cost for the Controller, including inspections, conducted by the controller or another auditor mandated by the Controller.
- The Parties will conclude a written agreement as required by Art 26 GDPR, if any decision by a competent authority or court should indicate that the parties are joint controllers (in particular but not limited to Case C-210/16 - Wirtschaftsakademie Schleswig-Holstein).

List of Sub-Processors

Name of Sub-Processor	Purpose of the assignment	Conclusion of subcontract (Date)	within EU/EEA / Indication third country
Google Ireland Limited	Cloud service provider / platform as a service	1.7.2017	Ireland, EU
Message Systems, Inc. d/b/a	Notification provider	24.5.2018	United States of America, Delaware

Annex 5: Privacy Notice for persons engaged in payment procedure under art. 13 and 14

of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC („GDPR“)

In view of the fact, that you or a third party (the Buyer) provided us (for the purposes of this Privacy Notice: **“controller”**, **“we”** shall mean the entity specified in the Agreement as the Seller, of which you are in the position of the person (cardholder) making payment on behalf of the Buyer, and shall include our subsidiaries and/or affiliates) with your personal data, we are obliged to inform you, as a data subject, that while processing your personal data we are,

in fact, the controller under GDPR and all applicable laws and therefore we provide you with further information regarding such processing.

What lawful reasons do we have for processing your personal data?

We process your personal data under Art. 6 (1) (f) GDPR – therefore our legal basis is a legitimate interest.

What is our legitimate interest?

We process your personal data to ensure that our contractual obligations arising from the Agreement with a third party, of which you are in the position of the person making payment on behalf of the third party (the Buyer) under the Agreement for such third party (the Buyer), are effectively fulfilled.

Why do we need your personal data?

We aspire to be transparent when we collect and use your personal data and tell you why we need it. Since we conducted a contract with a third party (the Buyer), of which you are in position of the of the person (cardholder) making payment on behalf of the Buyer, we need to process your personal data in order to make a payment under such contract (the Agreement).

What categories of personal data do we collect?

To fulfill our purpose the best way we can, we need to collect following personal data: name, surname, card number, signature, other personal related (identifying/person-identifiable data) on payment (credit/debit card).

How long do we store your personal data?

We store them through our processor (see below) company Adyen processing payments. As soon as we no longer need your personal data for the processing purposes for which the personal data were collected, it will delete them unless the statute-barred period applies. Certain details and correspondence may be retained until the time limit for claims (contractual and statutory liability), in respect of the pre-contractual or contractual relationship has expired or in order to comply with regulatory requirements regarding the retention of such data (in such cases the legal basis shall be an applicable was imposing statutory duty to process a personal data).

Do we share your personal data with third parties?

We may share your personal data with trusted third parties to help us fulfill our purpose. These recipients are contractually bound to safeguard your personal data that we entrust to them. We may engage with several or all the following categories of recipients:

- Adyen N.V., a company registered with the Dutch Chamber of Commerce under number 34259528 and having its seat at Simon Carmiggelstraat 6-50, 1011 DJ in Amsterdam, the Netherlands as a payment operator and processor of personal data of the card holder.

SPACEFLOW

- In the event of a statutory duty or an effective administrative or judicial decision, judicial, administrative or police authorities may be the recipients of such data.

Transmission of personal data to third countries or third parties:

Your personal data are processed within the territory of the country of the registered seat of the processor (Adyen) and other states of the European Union. Your personal data can be processed by a country outside of European Union if this third country has been confirmed by the European Commission as a country with adequate level of data protection or if other appropriate data protection safeguards exist (for example, binding corporate privacy rules or EU standard data protection clauses).

Is there any automated decisions-making?

No.

What are your rights?

Under GDPR you have the following rights to process your personal information:

- Access to personal data we process about you;
- Rectification of incorrect or inaccurate personal data and add incomplete personal data;
- Restriction, i.e. blocking of processing of your personal data;
- The deletion of personal data in case the purpose absence or unauthorized data processing;
- Submission of an objection to the processing of personal data if you believe that our data processing is not justified;
- Right to portability of the personal data (if applicable);
- Be excluded from automated decision making.

How can you exercise your rights?

Spaceflow s.r.o., registered seat at: Pernerova 676/51, Karlín, 186 00 Praha 8, or e

Electronically: hello@spaceflow.cz

Telephone: +420 775 921992

We strive to protect your privacy as much as possible and therefore We process your personal data in compliance with GDPR and all other relevant laws. However, if you disagree with the way we handle your personal information, you can file a complaint with our data protection officer to protect your rights.

Who can you contact for privacy questions or concerns?

If you have any questions or comments or you want to report your concerns or enjoy your rights, please contact us or our data protection officer:

Data Protection Officer's contact:

SPACEFLOW

JUDr. Theodor Klán, attorney-at-law

Seat at: Rohanské nábřeží 678/25, Prague 8 - Karlín

E-mail: dpo@spaceflow.cz

the address of our registered seat of Entity stated in the Agreement,

Or you can file a formal complaint with the local data protection supervisory authority; further information about the different EU Supervisory Authorities and how to contact them is available at [https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas en](https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas_en)