

# GENERAL TERMS AND CONDITIONS

## „OPERO“

**Opero s.r.o.**, Company ID No.: 05103991, with its registered office at Salvátorská 931/8, Staré Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 258172, as the provider of coworking and business hub services under the name “OPERO” at Salvátorská 8, Prague (hereinafter referred to as the “**Provider**”), issues these General Terms and Conditions “OPERO” in accordance with Sections 1751 et seq. of Act No. 89/2012 Coll., the Civil Code Of The Czech Republic, as amended (hereinafter referred to as the “**Civil Code**”).

These General Terms and Conditions "OPERO" constitute an integral part of the Agreement on the Use of Premises and Services of the Coworking Centre and Business Hub concluded between the Provider and the Client, and, where explicitly stated in such agreements, of any other agreements concluded in connection with the operation of the Coworking Centre. They shall become binding upon signature of the relevant agreement.

### Article I. Definition of Terms

In these General Terms and Conditions "OPERO" (hereinafter the “Terms”), the following expressions shall have the meanings set forth below, unless expressly stated otherwise:

- “**OPERO**” refers to the business hub and coworking space operated by the Provider, established for the purpose of providing comprehensive services, the central element of which is the use of the shared workspace of the Coworking Centre and Business Hub, and which further includes a range of closely related support services, such as various forms of administrative and organizational support. The added value compared to traditional office space is achieved primarily through member networking and the provision of additional activities such as professional, educational, and social events.
- “**Coworking Centre and Business Hub**” or “**Centre**” refers to the premises – non-residential property at Salvátorská 8, Prague 1, Postal Code 110 00, specifically building No. 931, situated on plot No. 780, classified as built-up area and courtyard, all registered under Title Deed No. 464 at the Cadastral Office for the Capital City of Prague, Cadastral Workplace Prague, cadastral unit Staré Město, municipality Prague, where OPERO services are provided. The Centre includes shared workspace (Flexi Space or main hall), lockable offices, meeting rooms, reception, printing and copying room, member

kitchenette, private bistro, phone booths, changing room, OPERO technical facilities, and outdoor areas, i.e., open atrium, terrace, and outdoor meeting room Amélie.

- **“Membership Agreement”** refers to (i) the agreement on the use of the Coworking Centre and Business Hub, (ii) the sublease agreement of non-residential premises for business purposes – offices, or (iii) any other agreement concluded between the Provider and the Client that expressly establishes Membership and to which these Terms and the Price List form an integral part. Any deviating provisions in the Membership Agreement shall take precedence over the Terms and Price List.
- **“Agreement”** refers to any agreement other than a Membership Agreement concluded between the Provider and the Client, under which the Client or other persons obtain the right to use the Centre’s premises.
- **“Client”** refers to a natural or legal person who is a business partner of the Provider and the counterparty to the Membership Agreement or Agreement. If the Client is a natural person, they may also be a Member.
- **“Member”** refers to a natural person designated by the Client in the Membership Agreement or pursuant to the Membership Agreement who is entitled to use the Coworking Centre services. A Member may also be a Client. Membership applies solely to the Member and is strictly non-transferable.
- **“Non-Member”** refers to a person other than a Member or Client who has not concluded a Membership Agreement or other Agreement with the Provider but may, in the company of an authorized Member or Client, access and use the Centre premises in specific cases, primarily for business meetings, lockable offices, and meeting rooms that the Client or Member is entitled to use under the terms of the Membership Agreement or Agreement.
- **“Price List”** refers to the list defining the fees for Membership, services, sublease of premises, and supplementary or other services provided by the Provider to the Client or Member; the Price List forms an integral part of the Membership Agreement or Agreement.
- **“Membership”** refers to the membership of a Member established under the Membership Agreement.
- **“Credit”** refers to a monetary value usable for the booking system of meeting rooms and sublease of meeting rooms. The credit price for one hour of subleased meeting room usage is always determined by the current Price List. The value of 1 credit equals 1 CZK.
- **“Chip”** refers to a technical device issued by the Provider used to verify valid Membership, access the Coworking Centre, and track specific supplementary and other services provided to the Member. The Chip also serves as an access card to the premises.
- **“Free Desks”** refers to desks not reserved for Members who have purchased the “Dedicated Desk” service and are available to all Members using the “Cowork” service.

- **“Events”** refers to events organized in accordance with Article VI, Section 6.3 of these Terms.
- **“Flexi Space”** or **“Main Hall”** refers to the space defined in Annex 1 of these Terms, primarily intended for shared workspace use and services for OPERO Members for meetings, collaboration, and work. The space is equipped with Free Desks and lounge zones and is also used for Events and other activities.
- **“Fix Space”** refers to the space defined in Annex 3 of the Membership Agreement and/or Agreement, used by OPERO Members who have purchased the Dedicated Desk service. The space is equipped with Fixed Desks and an assigned lockable storage system.
- **“Lockable Offices”** refers to the space defined in Annex 3 of the Membership Agreement or Agreement and serves as private lockable office space for the Client.
- **“Meeting Rooms”** refers to spaces defined in Annex 3 of the Membership Agreement and/or Agreement, primarily used by Members, Clients, and Non-Members for business meetings, videoconferences, or other events.
- **“Reception”** refers to space “B” defined in Annex 3 of the Membership Agreement and/or Agreement, primarily used for Member, Client, and Non-Member check-in/out, Coworking service reservations and orders, and communication with the Provider.
- **“Printing and Copying Room”** refers to space “E” defined in Annex 3 of the Membership Agreement and/or Agreement, primarily used for printing, copying, scanning, and binding of Member and Client documents.
- **“Member Kitchenette”** refers to space “D” defined in Annex 3 of the Membership Agreement and/or Agreement, serving Members and Clients as a daily kitchenette; it is equipped with a kitchenette area, electric kettle, dishwasher, microwave, and refrigerator.
- **“Bistro”** refers to the space defined in Annex 3 of the Membership Agreement and/or Agreement, serving Members and Clients as a relaxation area where refreshments can be purchased.
- **“Phone Booth”** refers to space “C” defined in Annex 3 of the Membership Agreement and/or Agreement, primarily used for short phone calls by Members and Clients and, in exceptional cases, by Non-Members.
- **“Cloakoom”** refers to space “A” defined in Annex 3 of the Membership Agreement and/or Agreement, primarily used for storing clothing, without supervision service.
- **“OPERO Technical Facilities Room”** refers to the space defined in Annex 3 of the Membership Agreement and/or Agreement, used exclusively for OPERO’s operational needs.

## **Article II.**

### **Introductory Provisions**

- 2.1** The Provider is a business company engaged, among other activities, in the operation of a Coworking Centre and Business Hub established for the purpose of providing services related to the use of shared workspaces, in particular office premises, open spaces, and community areas. The aim is to create a professional, social, and collaborative environment for the public. The Coworking Centre and the OPERO project uphold the principle of Fair Play, which is both expected and required from all Clients and Members. At the same time, a high standard is placed on maintaining a naturally comfortable atmosphere within the premises, as well as on the professionalism of both the Centre's staff and its Clients.
- 2.2** These Terms are governed exclusively by the laws of the Czech Republic. The Provider reserves the right to unilaterally amend these Terms or the Price List. Any such change shall be communicated to Clients and Members either by email, through the regular membership newsletter, or by publication on the OPERO website ([www.opero.cz](http://www.opero.cz)) or within the Centre's premises, no later than one month prior to the effective date of the change. In the event of the introduction of a new service or product, notification of the change may be made on the same day the service or product is launched. The Client is entitled to terminate the Membership Agreement in writing within the above-mentioned period (i.e., within one month from the publication of the amended Terms and/or Price List), with the termination becoming effective upon delivery of the written notice to the Provider. In all other cases, the Client shall be deemed to have accepted the amended Terms and/or Price List, and such changes shall become binding on the Client as of their effective date.

## **Article III.**

### **Membership and Events**

- 3.1** Opero provides the Opero Club membership, which allows Members to be part of the Opero community, participate in events, and use other services of the Centre as further specified in Article V of these Terms and in the applicable Price List. Each Member receives a Chip. Without an active Opero Club membership, it is not possible to use the "Cowork," "Desk," or "Office" services as specified in Article V of these Terms.
- 3.2** The membership fees, as well as the prices of additional and other services for Members and Clients, are governed by the current applicable Price List.
- 3.3** In the case of an Event, the contractual relationship between the Provider and the event organizer is governed by a separate Agreement concluded individually between the Provider and the organizer of the Event, by these Terms and the Price List, and/or, in

the case of Events organized by the Provider, by these Terms and the Price List, unless otherwise agreed.

#### **Article IV.**

##### **Establishment and Duration of Membership**

- 4.1** Membership in the Opero Coworking and Business Hub is established upon the signing of the Membership Agreement. The Membership Agreement becomes valid and effective on the date it is signed by both contracting parties, unless expressly stated otherwise in the Agreement. Unless otherwise expressly stated in the Membership Agreement, the membership is agreed upon, and the Agreement is concluded for an indefinite period.
- 4.2** Membership terminates on the date the Membership Agreement ends, either (i) upon the expiry of the period for which the Membership Agreement was concluded, (ii) upon the expiry of a two-month notice period, or a three-month notice period in the case of the Desk service for three or more dedicated desks, commencing on the first day of the calendar month following the month in which a written notice of termination by either party was delivered to the other, if the Membership Agreement was concluded for an indefinite period, or (iii) by mutual agreement of the contracting parties. For the avoidance of doubt, Membership may commence at any time during a calendar month but shall always terminate on the last day of a calendar month, except in cases where the Membership is terminated by the Provider pursuant to Article IV, paragraph 4.3, below.
- 4.3** The Provider is further entitled to terminate the Membership Agreement with immediate effect as of the date the notice of termination is delivered to the Member or, as applicable, to the Client, in the event that the Client and/or the Member commits a material breach of the obligations arising from the Membership Agreement, in particular if they:
- are in default with the payment of their monetary obligations to the Provider for more than 30 days;
  - by their conduct damage the good name of the Provider or OPERO;
  - despite prior warning, act in breach of these Terms;
  - use access to the Centre in a manner contrary to the purpose and intent of OPERO.

## **Article V. Services of the Centre**

Each Member or Client is entitled to use the services offered by the Centre under the terms set out in these Terms or the Price List. The specific entitlements and scope of services provided are defined by the particular Membership, the order of additional Centre services, or by an individual Agreement between the Provider and the Client.

### **5.1 “Cowork” Service**

The Cowork service provides Members with access to a workspace at one of the Shared Desks in the Flexi Space during the Centre’s operating hours. Members also receive discounted rates for other services as specified in the Price List.

The Client may modify or cancel the Cowork service for the following calendar month no later than the 5th day of the current month.

The Client may at any time during the month choose to use any of the other services offered by the Centre, with immediate effect.

### **5.2 “Desk” Service**

The Desk service provides the Member with unlimited access to their own fixed desk located in the Fix Area, depending on the Centre’s opening hours. The Member also gains benefits associated with this service as specified in the Price List.

The Client may modify or cancel the Desk service for a subsequent period two months before the first day of the month from which the change applies, for one or two reserved desks, or three months before the first day of the month, for three or more reserved desks).

### **5.3 ”Office” Service**

The Office service provides Members with unlimited access to a Private Office, depending on the Centre’s opening hours or as individually agreed.

### **5.4 Registered Address**

The Client may register their company’s registered office, recorded in the Commercial Register, at the Centre’s address. Such placement will always be governed by a separate Agreement, and the price for this service is determined by the current Price List.

A Member may also register their place of business at the Centre’s address. The fee for this service is specified in the valid Price List. The Provider reserves the right to decline this service.

### **5.5 Locker Cabinet**

The Member or Client may rent a lockable locker on a monthly basis. Rental prices are listed in the Price List. The Provider is liable for the contents of the locker up to a maximum value of CZK 20,000. Items of higher value, as well as important business documents, must not be stored in the locker. Any items stored are at the Client's own risk, and the Provider bears no responsibility. The locker is not a safe. Members using the Desk service have unlimited access to their assigned lockable storage system.

### **5.6 Printing and copying**

The Member or Client may use colour and black-and-white printing, copying, scanning, and document binding. Fees for these services are set in the current Price List.

### **5.7 Assistant and Administrative Support Services**

The Member or Client may use assistant services for help with routine office tasks such as mailing correspondence, handling errands at public offices, creating electronic documents (e.g., presentations), and general administrative support such as printing, binding, copying, or shredding documents. The scope of these services is determined by prior agreement between the Member or Client and the Reception. Fees are specified in the Price List and charged per each commenced half hour of service. The Provider reserves the right to decline service requests depending on current workload.

### **5.8 Postal Services**

The Member or Client may use postal handling services, including receipt and registration of incoming mail at the Reception, delivery to the Member or Client, and daily dispatch of outgoing mail to the Czech Post during designated afternoon hours. Express mail is handled by Reception via OPERO's contractual partners. Fees for this service are defined in the current Price List; postage and courier costs are not included.

### **5.9 Bistro**

Within the Centre's premises, Members, Clients, and Non-Members may use the private Bistro operated by a third party independent of the Provider. The Bistro's price list is separate from the Provider's Price List. Bistro services are paid either directly to the Bistro operator (cash or card) or through the Provider's regular billing for Centre services under Article VII of these Terms. If the Member does not pay directly at the Bistro, their order will be charged to their account, thereby authorizing the Provider to include the Bistro charges in the Client's service billing. A detailed description of such charges will be available upon request. Any Bistro services ordered through Reception or the booking system will always be billed by the Provider under Article VII of these Terms. Non-Members must always pay the Bistro operator directly.

### 5.10 Other Services

The Member or Client may agree with the Provider on additional services not listed in this Article V of the Terms. Fees for such services will be governed by the current Price List or an individual agreement.

### 5.11 Internet Access

The Member or Client has access to high-speed Wi-Fi internet within the Centre.

### 5.12 Reception

The Centre provides a reception service for all Members and Clients, where they can reserve meeting rooms, inquire about or order Centre services, including Bistro services.

### 5.13 Member Kitchenette

All Members may use the Member Kitchenette, which operates on a self-service basis. Members are expected to behave responsibly and respectfully, maintain cleanliness, and wash or place used dishes in designated areas. Members must follow the appliance usage guidelines.

### 5.14 Provided Access to Meeting Rooms

5.14.1 The Member may book one or more Meeting Rooms through the reservation system. Alternatively, bookings may be made via email, phone, or in person at Reception, followed by an email confirmation.

5.14.2 Bookings made by Members, Clients, or Non-Members are binding, and fees corresponding to the booked service are specified in the current Price List.

5.14.3 Cancellation of a Meeting Room reservation

- (a) A **Member** is entitled to cancel a meeting room reservation **without a cancellation fee no later than 24 hours** before the scheduled time of the reservation.
- (b) A **Non-Member** or **Client** is entitled to cancel a meeting room reservation **without a cancellation fee no later than 5 business days** prior to the reserved date.
- (c) The cancellation must be made in writing via email sent to [recepce@opero.cz](mailto:recepce@opero.cz).
- (d) If (i) the reservation is not used by the Member, Client, or Non-Member, or (ii) the reservation is cancelled after the deadlines specified in (a) or (b) above, the Provider shall be entitled to charge a cancellation fee amounting to 100% of the price of the booked service.



(e) In the case of meeting room reservations exceeding one day and simultaneously more than 8 hours per day, the periods for free cancellation shall be extended as follows:

- for a Member (or Client): 5 business days before the reserved date,
- for a Non-Member: 10 business days before the reserved date.

5.14.4 Catering ordered for a meeting room may be cancelled free of charge no later than 5 business days before the reserved date. After this period, 100% of the catering price must be paid, regardless of whether the meeting room reservation itself is cancelled.

5.14.5 A Member or Client, as well as a Non-Member or External Client, is required to follow the rules set out in these Terms and in the Membership Agreement when using the meeting room service.

5.14.6 The right to use a meeting room cannot be enforced by a Member, Client, Non-Member, or External Client; the Provider reserves the right to decline a booking for a meeting room if the room is not available for the requested date and time.

5.14.7 Meeting rooms are equipped with audiovisual technology, which may be operated independently using the manual provided in the room, or after instruction and demonstration by the reception staff, who are available for this purpose.

## **5.15 Reservation System – Member Section**

5.15.1 Upon signing the Membership Agreement, the Client and the Member gain access to the Member Section on the OPERO website at [www.opero.cz](http://www.opero.cz) under the tab “Member Login” (hereinafter the “Member Section”). Through this portal, Members can book meeting rooms, track invoicing status, and view other members of the community.

5.15.2 The Member Section contains information about other Members of the Centre. By signing the Membership Agreement, the Client and/or Member acknowledges the purpose of the Centre, including networking, education, and community engagement, and consents to being listed in the OPERO Member Section. If the Member does not wish their information to be included, they must inform the Community Manager of the Centre.

## **Article VI. Operation of the Centre**

### **6.1 Access to the Centre**

6.1.1 The operation of the Centre is ensured according to its operating hours.

- 6.1.2 The Centre's opening hours are from 8:00 to 20:00, Monday to Friday, and on Saturdays and Sundays only upon request, with at least 7 calendar days' notice. The Centre is closed on public holidays declared by the state.
- 6.1.3 Members are allowed access to the Centre and to the areas assigned under their Membership during opening hours. Clients who are not Members may access the Centre in accordance with the concluded Agreement.
- 6.1.4 Each Member receives a non-transferable Chip upon commencement of Membership, which remains the property of the Provider. The Member must take reasonable care of the Chip, protect it against damage, destruction, theft, or misuse by third parties, and may not lend it to anyone. If a Member finds a Chip belonging to someone else, it must be promptly returned to the Centre's reception. In case of loss or damage to the Chip, the Member must immediately notify the Centre's Reception (by phone or email). A fee will be charged for lost or damaged Chips according to the valid Price List. The Chip is used to verify valid Membership, to access the Centre, and for recording and payment of specific additional services provided to the Member within the Centre.
- 6.1.5 The Client or Member confirms receipt of the Chip by signing the Membership Agreement or a handover protocol.
- 6.1.6 Using access to the Centre for purposes contrary to the purpose of the OPERO business hub constitutes a gross violation of the Membership Agreement.
- 6.1.7 Entry for Members, as well as Non-Members accompanied by a Member, outside the Centre's opening hours or beyond the scope of the agreed Membership is allowed only upon prior arrangement with the Provider and under conditions individually determined by the Provider.

## **6.2 Changes to Opening Hours and Operational Restrictions**

- 6.2.1 The Provider may close the Flexi Space for Events on any weekday from 17:00. Members and Clients will be informed about such closures on-site and/or via email or regular newsletters.
- 6.2.2 The Provider may close the Flexi space up to 2 times per month for a maximum of 6 hours between 8:00 – 17:00. Any changes to the Flexi Space opening hours will be communicated to Members and Clients on-site and/or via email or regular newsletters.
- 6.2.3 The Provider may close the Flexi space up to 2 times per month for a full day between 8:00 – 20:00. Members and Clients will be informed on-site and/or via email or regular newsletters.
- 6.2.4 If, for any reason, it becomes necessary to close or restrict the operation of the Centre, the Provider will inform Clients or Members, whenever possible, well in

advance, both on-site at the Centre and by sending a notice to the contact email. The Provider will make every reasonable effort to minimize any disruption to Members' rights to use the Centre's services and will offer alternative workspaces, such as the bistro or a meeting room.

### **6.3 Event Organization**

- 6.3.1 In line with the concept of the coworking and business hub, the Centre, specifically the Flexi Space, is also used for hosting various events. For events organized by the Provider that are open to the public and OPERO Members, Members may receive discounted entry depending on the type of event and the current offer. A list of planned events is published on OPERO's website ([www.opero.cz](http://www.opero.cz)) and within the Centre, and Members are informed via regular newsletters.
- 6.3.2 Upon prior arrangement with the Provider, Members or Clients may organize their own events, based on a separately concluded Agreement. The designated organizer, i.e., the Member or Client, is responsible for the content and course of the event.
- 6.3.3 Areas of the Centre, particularly the Flexi Space, may also be used for events by Non-Members or any third parties, upon prior agreement and always based on a separately concluded Agreement. The designated organizer, who is never the Provider, is responsible for the content and course of the event.

## **Article VII.**

### **Fees, Payment, and Invoicing Terms**

- 7.1 The Provider is entitled to receive payment from the Client or Member for the full scope of services provided, in accordance with the Price List, unless otherwise agreed in the Membership Agreement or other Agreement. Prices listed in the Price List are subject to VAT according to applicable legal regulations. The Client may check their account status and service usage in the Member Section on OPERO's website ([www.opero.cz](http://www.opero.cz)).
- 7.2 The above-mentioned payment shall be made by the Client to the Provider based on a tax document – invoice, which will be issued by the Provider within fifteen days of the taxable supply. For Membership Agreements concluded for an indefinite period, the invoice is usually issued by the Provider with the taxable supply dated on the last day of the calendar month. For Membership Agreements concluded for a fixed period (e.g., annual Membership), the invoice may be issued in advance by the Provider for the entire duration of the commitment under the Membership Agreement.
- 7.3 Invoices issued by the Provider will contain all standard details required in business transactions and tax documents under applicable Czech laws, particularly Act No. 235/2004 Coll., on Value Added Tax, as amended, and will include all formal

requirements of a commercial document under Section 435 of Act No. 89/2012 Coll., the Civil Code, as amended.

- 7.4 The due date for invoices is 14 (fourteen) days from the invoice issue date, unless agreed otherwise. For international payments, all bank fees shall be fully borne by the Client.
- 7.5 Invoices are issued and sent exclusively electronically to the email address of the Client specified in the Membership Agreement or other Agreement.
- 7.6 In case the Client delays payment of any amount under the Membership Agreement, other Agreement, or these Terms, the parties agree on a contractual late payment interest of 0.1% per day of the outstanding amount for each day, including any partial day, of delay. If the invoice remains unpaid even after the first reminder sent by email, an administrative fee according to the current Price List will be charged starting from the second and each subsequent reminder.
- 7.7 The Provider reserves the right to issue an invoice to the Client in advance (i.e., not retrospectively for services already provided), especially in cases where the Client does not have permanent residence in the territory of the Czech Republic.

## **Article VIII.**

### **Rights and Obligations, Liability for Damage**

#### **8.1 Rights and Obligations of the Client/Member**

8.1.1 With regard to the primary purpose of the Coworking Centre, the Client and/or Member is obliged and undertakes, in particular, to:

- provide the Provider with all information necessary for the proper provision of services;
- present their access Chip when entering the Centre if requested;
- obtain all necessary permits and approvals from state or local authorities as may be required by law in connection with any activities carried out by the Client/Member in the Coworking Centre, before starting to use the services and the premises;
- comply with these Terms, the Membership Agreement, other Agreements, the Price List, and rules of proper conduct;
- use access to the Centre only for the agreed purpose and refrain from any use that could disturb other members or contradict the principles of the Coworking Centre;

- inform the Provider of any circumstances on the part of the Client/Member that may negatively affect the provision of services or the smooth operation of the Centre;
- properly and timely pay all monetary obligations toward the Provider arising from the Membership Agreement or other Agreements;
- protect their personal belongings within the Centre;
- act in a manner that prevents damage to health or property of themselves, the Provider, or third parties, including promptly informing the Provider of any potential risks;
- ensure smooth and considerate operation of the Centre and the building in which it is located, including passageways from the entrance gate;
- respect quiet hours;
- ensure cleanliness and order;
- refrain from smoking in the Centre or in front of the building, except for the designated areas;
- dispose of all waste in the designated bins and containers.

8.1.2 Upon termination of membership, the Member is obliged to return the Chip (and keys, if applicable) no later than the membership termination date.

8.1.3 The Client/Member is fully responsible for any harm or damage suffered by the Provider as a result of violating the obligations listed above, as well as other obligations arising from the Membership Agreement, other Agreements, or these Terms. The Client/Member is also fully responsible for any damage caused by allowing third parties access to the Centre for purposes that contradict the OPERO concept.

8.1.4 The Client/Member is entitled to use access to the Centre, its services, as well as additional and other services at the price set out in the Price List, unless otherwise agreed with the Provider.

8.1.5 Neither the Client nor the Member is entitled to assign their rights or obligations arising from the Membership Agreement or other Agreements to a third party without prior written consent from the Provider.

8.1.6 The Client undertakes to compensate the Provider for any material damage resulting from gross violation of the Client's and/or Member's obligations under the Membership Agreement or other Agreements, including, but not limited to, misuse of Centre access for purposes that directly contradict the principles of the Coworking Centre.

- 8.1. The Client undertakes to ensure that any Members designated by them are familiar with these Terms and the conditions of the Membership Agreement, and that Members comply with all obligations set forth herein, and further to ensure that any accompanying non-members also comply.

## **8.2 Rights and Obligations of the Provider**

- 8.2.1 The Provider is obliged to allow the Member proper and uninterrupted exercise of rights and obligations under the Membership Agreement and these Terms.
- 8.2.2 The Provider ensures regular cleaning of the Centre's premises.
- 8.2.3 The Provider is not held responsible for any damages arising from lost profits, loss of confidential or other information, interruption of business activities, health damage, loss of privacy, inability to fulfil obligations arising from business activities, negligence, financial loss, or any other loss related to the use or inability to use the Centre's premises or services associated with them.
- 8.2.4 The Provider is not responsible for the loss, theft, or damage of the Member's personal property that was left in a place not expressly designated for storage. Personal property of the Member includes, in particular, laptops, mobile phones, tablets, clothing, luggage, wallets, watches, or books.

## **Article IX.**

### **Processing of Personal Data**

- 9.1 When providing services under the Membership Agreement or Agreement, the Provider processes personal data of Members, Clients, and Non-Members. In such cases, the Provider acts as the data manager and controller.
- 9.2 The Provider may process the following personal data:
- Personal data provided to the Provider by Members, Clients, or Non-Members, such as data necessary for entering into the agreement;
  - Personal data obtained by the Provider during the term of the Membership Agreement or Agreement, such as data from the access chip card or from video surveillance.
- 9.3 The Provider uses the collected personal data for the following purposes:
- **Protection of property and rights of third parties**

The Provider aims to protect not only its own rights but also those of third parties. For this purpose, access to the Centre is secured with a camera system. Recordings are kept for a maximum of two weeks, and personal data from the recordings are used

exclusively in cases of rights violations or threats and are not further processed by the Provider.

- **Entering, modifying, and terminating agreements**

The Provider uses personal data to prepare contractual documents, modify agreements, or terminate agreements. The personal data are necessary to meet legal requirements for entering into, changing, or ending the contractual relationship.

- **Provision of Centre Services**

Personal data are used by the provider to deliver the offered services, e.g., for reserving meeting rooms, Centre access, recording and billing of additional services such as bistro or printing, and communication with Members or Clients. The Provider needs this data to fulfil its obligations under the Membership Agreement or Agreement.

- **Accounting**

The Provider uses the data for issuing accounting documents and maintaining accounts. The data are necessary to comply with legal requirements for accounting.

- **Marketing**

Personal data may be used to send invitations to events at the Centre, as Members, Clients, or Non-Members may reasonably be interested in this information. Recipients can unsubscribe from newsletters at any time or notify the Provider or Reception. If a person participates in a Centre event, the Provider may take photo or video recordings for marketing purposes, including the website, social media, or other materials. Recordings are not intended for personal data processing. If an event participant objects, they should notify the Provider or Reception to prevent publication.

- **Legal proceedings and defence of legal claims**

Collected data may be used to protect, investigate, or resolve disputes or legal claims related to the provision of Centre services or in other cases permitted by law.

#### 9.4 The Provider may share personal data in the following circumstances:

- **With business partners**

The Provider may provide data to coworkers, suppliers, consultants, software providers, advisors, or other service providers if they contractually process personal data for the Provider. In no case will personal data be provided to third parties who do not need them. All contractual partners are bound by confidentiality and comply with applicable data protection laws.

- **For legal reasons or in case of disputes**

The Provider may share the data if required by law, regulations, operational agreements, legal proceedings, or government authorities.

- **With consent**

The Provider may share data in other ways if the data subject is informed and provides consent.

**9.5** Regarding the processing of personal data, data subjects have the following rights. Requests can be made using the Provider's contact information on [www.opero.cz](http://www.opero.cz):

- **Retention and deletion of data**

Personal data are retained for the duration of the contractual relationship and typically for 10 (ten) years after its end, unless other statutory retention periods apply. The Provider will delete or anonymize personal data upon request unless prohibited by law.

- **Access to data**

Data subjects may request information at any time, free of charge, on whether their personal data are processed and if so, request details of such processing.

- **Change of personal data and their correction**

If personal data change during the contractual relationship (e.g., name, company address, residence, email, or phone number) or if incorrect or outdated data are found, the data subject must promptly notify the Provider.

- **Restriction of Processing**

If the data subject believes that:

- the Provider processes inaccurate data,
- the processing is unlawful and the data subject does not wish all data to be deleted,
- the Provider no longer needs the data for the purposes listed above, but the data subject wishes to use it to defend their legal claims (e.g., in court),
- the data subject is being bothered by emails with the Provider's event offers, the data subject may contact the Provider or the Center Reception and request that processing be restricted for certain personal data or for specific processing purposes.

- **Objection to processing**

If the Provider processes personal data based on the legitimate interest of the controller, the data subject may object to such processing.



- **Withdrawal of consent**

If personal data processing is based on consent, the data subject may withdraw consent at any time in writing (including by email).

- **Data portability**

Any data subject may request that the Provider transfer the data it holds about them to a third party, according to the data subject's specifications.

- **Formal Complaint to the Data Protection Authority**

If the data subject believes that the Provider is handling their data unlawfully, they may file a complaint at any time with the Czech Office for Personal Data Protection.

- 9.6** If a Member or Client provides or otherwise transfers personal data of third parties to the Provider, especially employees, collaborators, or visitors, they must inform such persons that the Provider is the data controller and provide them with information on the processing of their personal data as described in this Article IX.

## **Article X. Confidential Information**

- 10.1** The Client and Member acknowledge that the Coworking Centre is a shared workspace. If they wish to keep confidential information private (especially trade secrets, including all property, technical, industrial, and business information in any form, whether printed, electronically stored, or orally communicated), they must ensure that other Clients, Members, or Non-Members cannot access such information or disclose it to third parties. The Provider is not responsible for any leakage of confidential information.
- 10.2** The Client and Member undertake a general obligation of confidentiality regarding information they learn in connection with their activities in the Coworking Centre.

## **Article XI. Delivery**

- 11.1** Any notice or document to be delivered under the Terms, Membership Agreement, or Agreement may be delivered personally or sent by registered mail to the address of the contractual party listed in the Membership Agreement or Agreement header, the public register, or any other address communicated to the other party under this article, or via email to the addresses listed in the header or any other communicated email address, or to the party's data mailbox. Priority delivery method is via public data network (email or data message). Such notice or document will be deemed delivered:

- if delivered personally, upon delivery or refusal to accept or;
- if sent by mail and there is uncertainty about the delivery, on the fifth working day after posting,
- if sent via public data network by email and the delivery date is uncertain, on the fifth working day after sending or;
- if sent via public data network to a data mailbox and the delivery date is uncertain, on the fifth working day after sending.

**11.2** To prove delivery, it is sufficient to show that the notice or document was properly addressed and delivered to the post as prepaid registered mail, or that the email/data message was sent from the sender's data/physical mailbox.

## **Article XII. Final Provisions**

**12.1** The Membership Agreement or Agreements represent the entire agreement of the contractual parties and replace any prior agreements, whether written or oral. Amendments, modifications, or supplements may only be made by written addenda signed by each party, except in the case of changes to the Terms or Price List. The Membership Agreement or Agreement is governed by Act No. 89/2012 Coll., Civil Code, as amended.

**12.2** If any provision of the Membership Agreement or Agreement is or becomes invalid or unenforceable, this does not affect the validity or enforceability of the Agreement as a whole. The entire Membership Agreement or Agreement will be interpreted as if it did not contain the invalid or unenforceable provision. Rights and obligations will be interpreted and enforced accordingly. The parties will agree to amend the text of the invalid or unenforceable provision to preserve as much as possible the intended effect on rights and obligations.

**12.3** These Terms are valid and effective as of 10.11.2025.