

USER TERMS

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These user terms (“User Terms”) shall apply between the Tractr Oy (Spacent) and the user for using the services provided by Tractr Oy.

Definitions

Capitalized terms used and not otherwise defined in these User Terms shall have the following meanings:

“Agreement Time” shall mean the date and time the booking is made through the Service;

“Building” shall mean the Building in which the Space is located in the Profile;

“Fees” shall mean the fees set for the Space as of the Agreement Time;

“Host” shall mean the initial provider of the Space, who has offered their space for bookings in Service;

“Maximum Occupancy” shall mean the value set in the Profile for the Space as of the Term;

“Profile” shall mean the description, information and Fee of the Space;

“Service Provider” shall mean Tractr Oy (Spacent):

“Service” shall mean all services and applications provided by Service Provider to You (such as user interface for making the reservations):

“Space” shall mean the Space the User reserves by making the booking;

“Subscription” shall mean right for limited use of the Service with fixed fee;

“Term” shall mean the term of the reservation specified by the User and authorized by the Service Provider;

“User” and/or “You” shall mean the person making the booking and being responsible for using the Space in the Building;

“Your Organisation” shall mean Your employer if Your employer has given the permission to its employees to use Service;

TERMS

The Service Provider and User agree as follows:

1. Booking. Subject to these User Terms, the Service Provider grants User a non-transferable right to make booking and use the Space in the Building (the during the Term).
2. User agrees to accept the terms, conditions, and policies relating to the use of the Space, including building security procedures, maximum occupancy limitations, specific law requirements and other terms or procedures provided in these User Terms or Profile.
3. Payment. The User or Your Organisation agrees to pay the Fees and taxes to the Service Provider agreed in separate service agreement or the fees specified in the Subscription registration and/or in the Profile.

4. These User Terms may be revised and amended by the Service Provider without the prior consent of, or notice to, the User or Your Organisation.

Compliance and Privacy

You agree to abide by and cause Your employees, agents, guests, invitees, contractors and subcontractors to abide these User Terms and any applicable rules and guidance provided by the Service Provider.

Service Provider as controller of personal data respects Your privacy. Please review Privacy Policy and Cookies Policy for more information on how we use and store Your personal data.

Limitation of Liability

Service Provider shall not at any time be responsible for any kind of indirect or consequential damages towards Your Organisation, You or any of Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers or invitees.

Service Providers' liability is at all times limited to the amount(s) paid by You or Your Organization to Service Provider three (3) months prior to the occurrence of event of default.

Jurisdiction and Settlement of Disputes

Providing the Service and these User Terms shall be interpreted and enforced in accordance with the laws of Finland excluding its rules for choice of law. The application of the U.N. Convention on Contracts for the International Sale of Goods (1980) is excluded. Any dispute, controversy or claim arising out of or relating to these User Terms or any separate agreement relating to the Service, or the breach, termination or validity thereof, shall be settled in the district court where Service Provider is located.

Special terms relating to bookings of Space provided by Your Organisation

Space Use and Access

Your Organisation will provide and You agree to comply with instructions, rules and regulations for using the Spaces.

You may not use the Space to carry out any illegal activities or use the Space (a) in violation of law, or any other reasonable regulations, or (b) for any immoral, unlawful, or objectionable purposes. Further, You shall not use or permit the usage of any illegal drug or substance and shall not make or permit any unreasonable or unnecessary noises or odours in or upon the Space or the Building. You shall not leave any waste to the Space or commit any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space and to commit to Your Organisation's health commitments before booking the Space.

Special terms relating to booking of Space provided by Host

Possession and Delivery

The Space is accepted by the User in its "as-is" "where-is" condition and configuration. If, for any reason, the Space is not available and the Host is incapable of offering a space with similar size or bigger as a replacement at the anticipated beginning of the Term, You shall have the right to cancel the booking with no penalty and be entitled to a full refund of amounts paid as Your sole remedy.

Space Use and Access

You may not use the Space to carry out any illegal activities or use the Space (a) in violation of law, or any other reasonable regulations, or (b) for any immoral, unlawful, or objectionable purposes. Further, You shall not use or permit the usage of any illegal drug or substance and shall not make or permit any unreasonable or unnecessary noises or odours in or upon the Space or the Building. You shall not leave any waste to the Space or commit any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines. You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by You or Your invitees.

You agree that the Service Provider has a right to relocate You to another Space in the same Building of equal or larger size and similar configuration for the remainder of the Term, provided that the Fees for such new space are no greater than the Fees for Your current Space.

The Host or its authorized representatives may enter the Space at any time. Unless there is an emergency, the Host will inform You in advance when the Host needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance.

You shall not put up any signs on the doors to the Space or Building or anywhere else, which are visible from outside the Space You are using, or the Building.

The Host is not responsible for Your personal property left in the Space after Term.

Common Areas

If available at the Building, You may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others ("Common Areas"). The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the booking without the consent of, or notice to, User.

Shared Facilities

If available at the Building, You may also have access to and non-exclusive use of any shared office equipment and kitchenettes (the "Shared Facilities") located near the Space. The Host may make changes to the Shared Facilities from time to time during the booking, including, without limitation, removal of all or portions of the Shared Facilities without the consent or notice to User.

Good Care

You must take good care of and not damage, waste or make any changes to the Space or space leased or owned by the Host of which the Space is a part (the "Host Area"), or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, or the Common Areas. At the end of the booking, You must leave the Space and all Host personal property in good condition, normal wear and tear excepted.

If any damage (beyond normal wear and tear) to the Space or the Host personal property should occur while in your care, custody or control, You agree to pay repair/replacement costs and to notify the Host immediately upon discovery of such damage occurring. You are liable for any damage caused by You or Your invitees to the Space, the Shared Facilities, the Common Areas, the Host personal property or the Building.

Keys and Security

Any keys or entry cards for the Space or the Building, which the Host lets You use, remain the Host's property at all times. You shall not make any copies of them or allow anyone else to use them without the Host's consent. Any loss of keys or entry cards must be reported to the Host immediately, and You must pay the cost of replacement keys or cards and or changing locks, if required by the Host.

Mail and Packages

Mail and packages may not be delivered to You at the Space or Building.

Conduct

You and Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behaviour to employees of the Host or its affiliates, other clients or invitees, verbal or physical in the Building for any reason. You further agree, upon the request of the Host, to cooperate with the Host in its efforts to enforce and maintain its equal employment opportunity, non-discrimination and anti-harassment policies. The Service Provider may immediately terminate providing the Service and/or the booking without cost or penalty to User if User or any of User's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees engage in any behaviour that the Host deems is contrary to such policies or causes disturbance to other users of the Building.

Damages and Insurance

You are responsible for any damage You cause to the Space or any Host personal property beyond normal wear and tear. You are responsible for arranging insurance for Your personal property against all risks and for Your liability to and for Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees and other third parties. You have the risk of damage, loss, theft or misappropriation with respect to any of Your personal property and liability to and for your employees and third parties. All Your property in the Space is understood to be under Your control.

Cancellation

All Fees and taxes paid by Users are non-refundable, except as expressly stated in these User Terms. If the User cancels the booking in accordance to the cancellation policy, such Fees and taxes will be refunded. The cancellation policy for the space is introduced in the Profile.

Default

You shall be considered in default of the License if You fail to comply with any term of these User Terms or any other instructions relating to the Space given by the Service Provider or the Host.

Upon any default, the Service Provider shall have the right without notice to terminate the booking and use of any Space and/or Service, in which case You shall immediately surrender the Space and the Host's personal property to the Host and/or cease the use of the Service. If You fail to surrender the Space and/or the Host's personal property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host's personal property and You shall be liable for all Fees and taxes concerning the booking and all costs incurred by Host and/or Service Provider to retake possession of the Space and Host's personal property, and other losses and damages which Host and/or Service Provider may suffer as a result of User's default.

Suspension of Services

The Host may by notice suspend the provision of booking (including access to the Space) for reasons of security, strikes, or other events beyond the Host's or the Host's landlord's reasonable control. The Use of the Space shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. The Host may also suspend the provision of Services (including access to the Space) in the event the Space or the Building is being renovated or repaired, in which event You will be relocated to another space within the building, or if necessary, to another Building.

Transfer of Rights

You may not assign, transfer any interest in these User Terms or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas under the booking.

No Lease

You acknowledge that providing the Service is not considered as a lease or any other interest in real property. The Host retains legal possession and control of the Space assigned to the User. The Host's obligation to provide Space and services to User is subject, in all respects, to the terms of the Host's lease with the Host's landlord, if applicable.