

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the words and phrases listed below will have the following meanings:

- "**Agreement**" means this agreement including the Appendices;
- "**Business Day**" means any period of eight hours during a calendar day (or where there are access restrictions to the Designated Space, the time period set out in Appendix 1 (*Membership Details*)) in which the Member is permitted access to the Designated Space pursuant to this Agreement;
- "**Designated Space**" means the space made available to the Member under this Agreement more particularly described in Appendix 1 (*Membership Details*);
- "**Effective Date**" means
  - (i) where the Agreement is signed in hard copy form, the date on which the Agreement is signed by both parties; and
  - (ii) where the Agreement is completed electronically, the date on which the online application has been submitted by the Member and has been accepted by us and we have sent the Member a confirmation of such acceptance by email;

"**Force Majeure Event**" means an event which is beyond the reasonable control of the affected party and includes (insofar as it is beyond such control) an event which falls into one or more of the following categories: (i) strike, lock out, work stoppages, slow downs or any other industrial or labour dispute; (ii) act of God, fire, flood, storm, earthquake, extreme adverse weather conditions; (iii) war, military action, riot, civil commotion, terrorism, epidemic or pandemic; (iv) nuclear, chemical or biological contamination or sonic boom; (v) explosion or malicious damage; (vi) compliance with a law or governmental order, rule, regulation or direction; (vii) accident, lack of power, or breakdown of plant or machinery; (viii) delays by suppliers or materials shortages; (ix) difficulty or increased costs in obtaining workers, goods or transport; and (x) other circumstances affecting the supply of goods or services but not including failure to pay the Membership Fees (for any reason);

"**Interchange Community**" means the online forum and community area operated by us and described in more detail at Appendix 2 (*Community Terms*);

"**Interchange Location**" means any property owned or operated by us in which Designated Space is made available;

"**Interchange Marks**" means our logos, emblems, service marks, get up, trade or business names and trade marks (in each case whether registered or unregistered) from time to time;

"**Member**" means the person or entity designated as such in Appendix 1 (*Membership Details*) who is authorised to receive the Membership Benefits under this Agreement;

"**Member Marks**" means the logos, emblems, service marks, get up, trade or business names and trade marks (in each case whether registered or unregistered) of the Member from time to time;

"**Membership Benefits**" mean those benefits more particularly described in clause 2.1;

"**Membership Fees**" means the monthly fee payable by the Member in consideration for the Membership Benefits more particularly described in Appendix 1 (*Membership Details*) together with value added tax thereon;

"**Primary User**" means the User authorised to act on behalf of the Member in connection with all matters relating to this Agreement and who is more particularly described in Appendix 1 (*Membership Details*). For the avoidance of doubt, where the Member is an individual or sole trader, he/she shall be deemed to be the Primary User;

"**Term**" means the Initial Term together with any and all Extended Terms as set out in clause 6.1;

- "**User**" means:
- (i) where the Member is an individual or sole trader, the Member; and
  - (ii) where the Member is a company, partnership or other body corporate, each person authorised by the Member to use the Designated Space and receive the Membership Benefits,

in each case who are more particularly described in Appendix 1 (*Membership Details*); and

"**We**", "**us**" or "**our**" means Interchange Camden Limited (registered company number 09623572), whose registered office is 54-56 Camden Lock Place, London NW1 8AF.

1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 the words "**including**", "**include**", "**for example**", "**in particular**" and words of similar effect will be construed so that they do not limit the general effect of the words which precede them, and so that any examples that are given are not to be exclusive or limiting examples of the matters in question;
- 1.2.2 references to this Agreement and any other document referred to in this Agreement, is a reference to it as validly varied, supplemented and/or novated from time to time;
- 1.2.3 references to any party include (where applicable), its lawful successors, permitted assignees and permitted transferees;
- 1.2.4 references to the singular will include the plural and vice versa;
- 1.2.5 recitals and headings are all for reference only and will be ignored in construing this Agreement;
- 1.2.6 if there is any conflict, ambiguity or inconsistency between the parts of this Agreement the following order of precedence will apply: (i) Appendix 1 (*Membership Details*) (first), (ii) clauses 1 to 8 (inclusive); (iii) Appendix 2 (*Community Terms*); and
- 1.2.7 references to a numbered clause or appendix are references to the clause, or appendix so numbered of, or to, this Agreement.

**2. MEMBERSHIP BENEFITS**

2.1 Subject to the remaining terms of this Agreement, we will provide each User during the Term each of the Membership Benefits described below:

- 2.1.1 non-exclusive access to the Designated Space on the Business Days during the Term (save that where the Designated Space is an entire office(s), no other member shall have access to the Designated Space during the Term and each User's access shall not be limited to Business Days);
- 2.1.2 regular maintenance of the Designated Space;
- 2.1.3 furnishings for the Designated Space of a nature generally provided in a co-working environment including but not limited to access to a desk and a chair and use of other office amenities including a kitchen, toilets, and showers;
- 2.1.4 subject to each User's acceptance of and continued compliance with the Community Terms (set out at Appendix 2 (*Community Terms*)), access to and use of the Interchange Community;
- 2.1.5 access to and use of the shared internet connection, subject to the terms of Appendix 2 (*Community Terms*);
- 2.1.6 use of the Interchange Marks in accordance with clause 5.2;
- 2.1.7 free use of the printers/copiers/scanners within the Interchange Location, subject to a fair usage limit per User of 125 black and white copies/prints and 25 colour copies/prints in A4, and 62 black and white copies/prints and 12 colour copies/prints in A3, each calendar month. The Member shall pay 7p per any black and white copies/prints and 35p per any colour copies/prints in A4, and 14p per any black and white copies/prints and 70p per any colour copies/prints in A3, made by the Users in addition to the fair usage limit (such fair usage limit to be updated by us and notified to the Member from time to time);
- 2.1.8 subject to availability and prior reservation (either online or through our employees at the Interchange Location), use of meetings rooms and other facilities within the Interchange Location as specified by us from time to time. Users shall pay for the use of meeting rooms by spending credits provided by us. Each User is provided with four free credits each month during the Term (and unused credits cannot be rolled over into subsequent months) and Members can purchase additional credits for their Users at a cost of £10 per credit. A meeting room seating up to 10 people costs one (1) credit and a meeting room seating up to 20 people costs two (2) credits (such prices to be updated by us and notified to the Member from time to time);
- 2.1.9 heat and air-conditioning in the Designated Space;
- 2.1.10 acceptance of mail and deliveries on behalf of Members;
- 2.1.11 opportunity to participate in member-only events, benefits and promotions;
- 2.1.12 subject to availability, use of any leisure facilities within the Interchange Location as specified by us from time to time; and
- 2.1.13 any other benefits which we determine at our discretion from time to time.

2.2 We may temporarily move furniture contained in the Interchange Location and we reserve the right to move or alter the Designated Space at any time without notice to Members or their Users.

2.3 We may also modify, reduce and/or increase the Membership Benefits at any time on giving prior written notice to Members and we reserve the right to provide the Membership Benefits (or any of them) via an affiliate or third party.

2.4 If for any reason we fail to make the Designated Space available at all on the first Business Days that the Member has access to the Designated Space we shall have no liability to the Member for any resulting loss or damage but the Member may terminate the Agreement without penalty and, following termination, the first instalment of the Membership Fees shall be refundable.

2.5 If the User has access to a specific office or desk (as specified in Appendix 1 (*Membership Details*)), we reserve the right to relocate the User to an alternative office or desk of the equivalent standard at any time without notice to the Member or User.

2.6 A User must not use any locker which may be provided to store illegal, illicit or immoral items. We reserve the right to open (including by force) any locker and inspect and/or remove the contents of any locker if or when we suspect the User is using the locker in contravention of UK law and we shall have the right to notify the relevant authorities where we deem it necessary to do so. We shall be under no obligation to notify the Member or any User of any such removal and disposal and we shall not be liable to any Member or User for any loss or damage (however it may arise) which the Member or any User may sustain as result of such removal.

**3. MEMBERSHIP FEES**

3.1 In consideration of the provision of the Membership Benefits by us, the Member will pay the Membership Fees.

3.2 The Member will pay the first instalment of Membership Fees (as set out in Appendix 1 (*Membership Details*)) on the Effective Date, such instalment to be calculated on a pro-rata basis for the period from the Effective Date to the end of the month in which the Effective Date falls. This shall, save in the circumstances outlined in clause 2.4, be non-refundable. All subsequent Membership Fees shall be paid in advance on the first working day of each month.

3.3 Where the Member has access to an entire office the Member shall pay, in addition to the Membership Fees as set out in clause 3.2, a security deposit of an amount equal to two months of Membership Fees on entering into this Agreement. The security deposit is not intended to be a reserve from which Membership Fees may be paid. The security deposit will be returned to the Member no later than thirty (30) days following the termination or expiry of this Agreement subject to us being satisfied that the Member has complied in full with its obligations under this Agreement.

3.4 We accept payment of all amounts specified in under this Agreement by direct debit from the Member's bank account or by bank transfer where the Member is a non-UK

resident. If the Member elects to pay via direct debit, the Member shall deliver to us a direct debit mandate for this account, maintain adequate funds in the notified bank account to pay the Membership Fees and inform us promptly of any changes to this account.

- 3.5 The Member shall not be permitted to change its method of payment less than fourteen (14) days prior to a due date for the payment of Membership Fees. Any notification by a Member of a change to its method of payment received by us outside of this period will not be effective until the following instalment of the Membership Fees is due.
- 3.6 The Membership Fee may be subject to change during the Term. We will notify the Member in writing at least four weeks prior to any such change in the Membership Fees taking effect.
- 3.7 Where the Member increases or decreases the number of its Users in accordance with clause 4.1.11 the Membership Fee will be adjusted to reflect such a change. The new Membership Fee shall be payable by the Member on the next payment date in accordance with clause 3.2. Where the Member increases the number of Users it shall pay a pro-rated sum to account for the additional User(s) for the period between acceptance by us of the new User(s) and the next payment date, in addition to the Membership Fee payable on the next payment date.
- 3.8 We reserve the right to withhold all and any Membership Benefits and/or terminate this Agreement without notice if any outstanding fees become overdue or if the Member and/or any User does not comply with this Agreement. When we receive funds from the Member, we will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of funds received will be applied to the then current Membership Fees due.
- 3.9 If the Member fails to pay any amount due to us under an invoice properly rendered on the due date we will add to such amount:
  - 3.9.1 interest at the rate of 8% (or such higher rate permitted by law) over the base rate at the time being of the Bank of England for the period from and including the date of receipt (whether before or after judgment). Interest will accrue on a daily basis. This clause shall not apply to payments that the Member disputes in good faith; and
  - 3.9.2 a fixed sum in addition to that interest of (i) £40 (where the amount due is below £1,000); (ii) £70 (where the amount due is at least £1,000 but less than £10,000) or (iii) £100 (where the amount due is £10,000 or more).

The parties agree that the provisions of the clause 3.9 provide a substantial contractual remedy for the late payment of sums under this Agreement.

#### 4. MEMBER RESPONSIBILITIES

- 4.1 The Member agrees that:
  - 4.1.1 key cards used to gain physical access to the Interchange Location or the Designated Space remain our property. The Member will be liable for a replacement fee of £20 (such fee subject to change from time, any change to be notified to the Member by us) should any such property be lost, stolen or destroyed;
  - 4.1.2 the Primary User shall promptly notify us of any change to the contact information of the Member and/or any of its Users (if applicable) and of any changes to the Member's payment information;
  - 4.1.3 we will provide notice to the Member of any changes to Membership Benefits, Membership Fees and other updates to the email addresses provided by the Member for the Primary User. It is the Member's responsibility to ensure that it and any of its Users read such emails;
  - 4.1.4 for security reasons, we may regularly use CCTV or other means to monitor or record the Interchange Location and/or the Designated Space;
  - 4.1.5 it shall, and it shall procure that its Users shall, comply with any house rules or guidelines which we impose on the Member and its Users and which are communicated to the Member from time to time. It is the Member's responsibility to ensure that such house rules and guidelines are communicated to Users. We may add, delete or amend the rules and regulations at our reasonable discretion and with notice to the Member;
  - 4.1.6 common spaces are to be enjoyed by our members and guests, for temporary use and not as a place for continuous, everyday work;
  - 4.1.7 it shall procure that its Users, at all times, conduct themselves in a professional and courteous manner whilst visiting the Interchange Location and the Designated Space and will at all times respect the rights of other occupiers of the Interchange Location;
  - 4.1.8 we may use the Member Marks in our advertising of the Interchange Locations and of our services;
  - 4.1.9 it shall, and it shall procure that its Users shall, provide us with all reasonable assistance in our marketing activities with respect to the Interchange Locations and the Membership Benefits;
  - 4.1.10 it hereby grants us permission on behalf of itself and its Users to use any photographs and/or video of the Member and/or its Users captured at any event held at the Interchange Location for our printed publications, presentations, promotional materials, in the advertising of our services or on our website;
  - 4.1.11 it is the Member's responsibility to ensure that its list of Users is up to date and accurate. If the Member wishes to make any changes to the identity of its Users the Member shall procure that Primary User notifies us with the name, email address and telephone number of the new User. Any changes to Users notified to us will take effect five (5) days after we receive such notification. Where the Member is seeking to increase its number of Users then it will be liable to pay additional Membership Fees in accordance with clause 3.7; and

- 4.1.12 all electrical appliances that Users bring into the Interchange Location must be PAT tested to ensure that they are safe to use in the Interchange Location.
- 4.2 The Member shall not, and shall procure that no User shall:
  - 4.2.1 perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests, or their property;
  - 4.2.2 use the Interchange Location, Designated Space or the Membership Benefits to conduct or pursue any illegal activities;
  - 4.2.3 use the Interchange Location, Designated Space or the Membership Benefits to conduct any activity that is generally regarded as offensive;
  - 4.2.4 do anything or permit anything to be done which could, in our reasonable opinion, damage our reputation and/ or goodwill;
  - 4.2.5 attach or affix any items to the walls or make any other alterations to the Designated Space, install antennas, or telecommunication lines or devices in the Designated Space or bring additional furniture into the Designated Space, in each case without our prior written consent;
  - 4.2.6 hold themselves out as an employee or agent of Interchange Camden Limited or another company in its group;
  - 4.2.7 take or copy information belonging to other members. The Member shall procure that its Users do not leave their belongings unattended and the Member is solely responsible for any loss or damage to property suffered to its Users' belongings whilst in the Designated Space and/or the Interchange Locations;
  - 4.2.8 make use of any information or know-how acquired from other members within the Interchange Location unless formally agreed between those members in writing;
  - 4.2.9 solicit or offer employment to any of our employees or any other member (or employees of other members) during the Term and for a period of six months after the expiry of the Agreement or earlier termination for any reason;
  - 4.2.10 make any copies of any keycards or other means of entry to the Interchange Location and/or Designated Space or lend, share or transfer any keycards to any third party; or
  - 4.2.11 allow any guest(s) to enter the building without registering such guest(s) according to our policies.
- 4.3 The Member warrants, represents and undertakes to us that:
  - 4.3.1 it has the full right, title and authority to enter into and perform this Agreement in accordance with its terms;
  - 4.3.2 it is free and able to perform the obligations undertaken by it in this Agreement;
  - 4.3.3 it shall, and it shall procure that all Users shall, only use Designated Space for the purpose of carrying out its business as detailed in Appendix 1 (*Membership Details*) and, in any event, it shall use the Interchange Location and Designated Space in a manner consistent with normal use of a shared office environment;
  - 4.3.4 it will keep the Designated Space in good and substantial repair and condition and good working order and replace where beyond economic repair any of our fixtures, fittings, plant, or equipment, or indemnify us for replacement of the same;
  - 4.3.5 it will, at the end of the Term, give back the Designated Space (having removed all of the Member's trade fixtures and fixtures and made good all damage caused in that removal) in the required state of repair, condition and working order;
  - 4.3.6 it will reimburse, on an indemnity basis (when asked for in writing), all costs (plus VAT thereon, if applicable) we incur in connection with:
    - (a) any breach of your obligations or representations, warranties or undertakings in this Agreement; and
    - (b) the preparation and service of a schedule of dilapidations;
  - 4.3.7 it shall, and it shall procure that all Users shall, give us and our employees all reasonable assistance in our operation of shared office space including inspecting, cleaning and repairing the Interchange Location and the Designated Space;
  - 4.3.8 accept full responsibility for the management and supervision of its own business;
  - 4.3.9 all registrations of the Member Marks are valid and subsisting and all renewal fees relating thereto are and shall remain fully paid up and the Member has the right and power to license use of the Member Marks to us, as contemplated by this Agreement and that the grant and terms of the licence so contemplated does not and shall not infringe the rights of any third party; and
  - 4.3.10 it shall not, and it shall procure that its Users shall not, disclose to any third party, other than to its professional advisers or as required by law or as agreed in writing by us, any information (whether financial or otherwise) in relation to this Agreement or any information relating to our business.

#### 5. INTELLECTUAL PROPERTY

- 5.1 Nothing in this Agreement shall operate to transfer any Intellectual Property Rights belonging to either party or their respective licensors to the other party, and ownership of all such Intellectual Property Rights (whether created prior to or during the Term) shall remain vested in that party or its licensors.
- 5.2 We hereby grant to the Member a non-exclusive, royalty free, non-transferrable licence to use the Interchange Marks in connection with and for the purposes of performing its obligations under this Agreement for the duration of the Term, provided such use is in accordance with the brand guidelines made available to the Member on our press page ([www.interchange.io](http://www.interchange.io)) from time to time.

- 5.3 The Member hereby grants to us a non-exclusive, royalty free, non-transferrable, sub-licensable, irrevocable licence to use the Member Marks in connection with the advertising of the Interchange Locations and of our services.
- 5.4 The Member hereby acknowledges that we are the sole owner of the Interchange Marks and that all Intellectual Property Rights and goodwill associated therewith shall be owned by us both during and after the Term. The Member undertakes to use its reasonable endeavours to assist us in protecting the Interchange Marks and not to do or cause or permit anything to be done which may endanger the Interchange Marks or our title thereto, and without prejudice to the generality of the foregoing, the Member hereby undertakes that:
- 5.4.1 it will use the Interchange Marks only as permitted pursuant to this Agreement;
- 5.4.2 it will not seek to register any trade or service marks which are similar to or substantially similar to or so nearly resemble any of the Interchange Marks as to be likely to cause deception or confusion in the mind of the general public;
- 5.4.3 it will not knowingly use the Interchange Marks in a manner which causes material harm to the goodwill attached to the Interchange Marks; and
- 5.4.4 it will not apply for registration of the Interchange Marks.
- 6. TERM AND TERMINATION**
- 6.1 This Agreement will come into force on the Effective Date and will continue in force, unless terminated earlier in accordance with its terms or otherwise by operation of law, for the period set out in Appendix 1 (*Membership Details*) ("**Initial Term**"). The Term will automatically extend for an additional period of one calendar month ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term unless terminated in accordance with this Agreement.
- 6.2 The Member may terminate this Agreement by giving us a minimum of three calendar months' written notice, such notice to expire at the end of the Initial Term or any Extended Term.
- 6.3 Subject to clause 6.4 below, we may terminate this Agreement by giving the Member a minimum of one calendar months' written notice, such notice to expire at the end of the Initial Term or any Extended Term.
- 6.4 We may immediately terminate this Agreement at our sole discretion upon the occurrence of any of the following:
- 6.4.1 any breach of this Agreement by the Member and/or any of its Users and termination by us shall not relieve the Member of his liability to pay any amounts due in respect of the period prior to at termination or sums due in respect of the period up to the date when this Agreement would have (had it not been terminated) Expired;
- 6.4.2 the Member becomes bankrupt, insolvent, goes into liquidation or is unable to pay its debts when they fall due;
- 6.4.3 the Member's conduct and/or that of any of its Users is incompatible with ordinary office use.
- 6.5 Upon termination of this Agreement for any of the reasons set out above, all fees and charges payable in respect of the period up to termination shall become immediately due and payable together with, in the case of termination in accordance with clause 6.3 above only, any Membership Fees for the remainder of the Term had we not terminated it.
- 6.6 Prior to the termination of this Agreement the Member shall or shall procure that its Users shall (as the case may be) remove all of their belongings from the Interchange Location and/or Designated Space and leave the occupied office/desk (as applicable) in a clean and tidy condition. We shall be entitled to dispose of any property remaining in or on the Interchange Location and/or Designated Space within five (5) days following termination of this Agreement, and the Member hereby waives, on behalf of itself and its Users, all and any claims or demands regarding such property or our handling of such property. The Member shall be responsible to pay any fees reasonably incurred by us in connection with such removal. Following the termination of this Agreement, we will not forward or hold mail or other packages delivered to us.
- 7. LIABILITY AND INSURANCE**
- 7.1 Nothing in this Agreement will limit or exclude any liability for (or remedy in respect of) (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by a party's negligence, or the negligence of its employees, agents or sub-contractors (as applicable); or (iii) any other liability that may not be restricted, or excluded, pursuant to any applicable law.
- 7.2 Subject to clause 7.1, we will not under any circumstances whatsoever be liable to the Member, its Users and/or their respective guest(s), whether in equity (including restitution), contract, tort (including negligence), breach of statutory duty, misrepresentation, or in any other way, for any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business or loss of savings (actual or anticipated) in each case whether direct or indirect, or for any other indirect or consequential loss whatsoever which is suffered or incurred by them, even if we have been advised of the possibility of such losses or damages.
- 7.3 Subject to clauses 7.1 and 7.2, our total liability to the Member in respect of all loss or damage arising out of or in connection with this Agreement, whether in equity (including restitution), contract, tort (including negligence), breach of statutory duty, misrepresentation, or in any other way will be limited to an amount equal to 125% of the total fees paid or payable by the Member to us under the Agreement as set out in Appendix 1 (*Membership Details*).
- 7.4 Any claims made by the Member against us shall be notified to us in writing within three (3) months of the occurrence of the right or action giving rise to the Member's claim and, if not settled, proceedings issued within six (6) months of the occurrence of the right of action. Thereafter the right to bring a claim will automatically lapse.
- 7.5 The Member shall on demand indemnify and hold us harmless from all claims, losses, liabilities costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or suffered, incurred or paid by, us as a result of or in connection with any claim made against us by our employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from a breach by or negligent performance of or failure or delay in performance of this Agreement by the Member and/or any of its Users.
- 7.6 It is the Member's responsibility to arrange appropriate personal injury, property and general commercial liability insurance covering loss or damage to the property which the Users bring onto the Interchange Location and any injury to the Users and their guest(s).
- 7.7 If a User wishes to bring a pet into the Interchange Location, we may require the User to produce proof of vaccination for such pet in a form satisfactory to us. All pets should remain inside the Designated Space unless accompanied by the User. The Member will be responsible for any injury caused by the pet to other members or guests or to the property of the foregoing. Neither we nor our employees will be responsible for any injury to such pets. We reserve the right to restrict a User's right to bring a pet into the building.
- 7.8 We do not control and are not responsible for the actions of other members. If a dispute arises between members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.
- 7.9 We do not make any representations as to the reliability, availability or security of our network or the internet or of any information which the Member and/or its Users place on it.
- 8. GENERAL TERMS**
- 8.1 We grant the Users permission to use the Designated Space and such permission is subject to the terms of this Agreement and will exist until the expiry or earlier termination of this Agreement.
- 8.2 We do not grant exclusive possession of the part of the Interchange Location or the Designated Space to the Users and the parties agree that no tenancy is created by this Agreement.
- 8.3 This Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture.
- 8.4 We may from time to time update this Agreement and will provide notice to the Member of these updates. The Member will be deemed to have accepted the amendments to this Agreement following the completion of one (1) full calendar month after the date of notice of the update(s). Continued use of the Designated Space or the Membership Benefits beyond this time will constitute acceptance of the new terms. This paragraph will not apply to changes to Membership Fees, which will be governed by clause 3.6 of this Agreement.
- 8.5 We may collect, use, store and transfer the personal data we receive in respect of the Member and Users in accordance with applicable laws (including for the avoidance of doubt the Data Protection Act 1998), for various purposes including facilitating the Membership Benefits, perform accounting and administrative tasks, internal review and audit, compliance with obligations under applicable laws and regulations, and to enforce or manage legal claims.
- 8.6 A person who is not a party to this Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") to enforce any term of the Agreement. This clause 8.6 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.
- 8.7 This Agreement and any dispute or non-contractual obligation arising out of or in connection with it will be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.
- 8.8 Any delay or failure by a party in exercising, or any waiver by a party of, its rights under or in connection with this Agreement will not limit or restrict the future exercise or enforceability of those rights.
- 8.9 If a party (the "**Affected Party**") is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then, subject to clause 8.11, the requirement to comply with its obligations will be suspended for as long as, and to the extent that, performance is prevented, hindered or delayed by that event.
- 8.10 If the suspension continues for more than fourteen (14) days either party may terminate this Agreement by giving not less than fourteen (14) days' notice in writing to the other. If the suspension comes to an end during that notice period the notice of termination will immediately be extinguished and ineffective and this Agreement will continue as if it had never been served.
- 8.11 Notwithstanding the foregoing provisions of clauses 8.9 and 8.10, nothing will excuse the Member from any payment obligations under this Agreement.
- 8.12 If any provision (or part of any provision) of this Agreement is, or becomes illegal, invalid or unenforceable in any respect: (i) it will not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and (ii) that provision (or part provision), will be deemed deleted.
- 8.13 All provisions of this Agreement which expressly or impliedly survive the termination or expiry of this Agreement will do so.
- 8.14 The rights and remedies under this Agreement are in addition to and, except where otherwise expressly provided in this Agreement, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.
- 8.15 Subject to clause 8.16, any and all notices under this Agreement will be given via email, and will be effective on the first business day after being sent. All notices will be sent via email to the email address(es) specified in Appendix 1 (*Membership Details*). The Primary User is the only person who may send notices on behalf of the Member.



- 8.16 Where this Agreement is terminated by us and notice is served by us in accordance with clause 8.15 above we will, as a matter of courtesy, also notify the Member by special delivery post. Any notice served under this clause is deemed to be received on the next business day providing proof of delivery and shall not invalidate or any notice served under clause 7.15, which notice shall be conclusive.
- 8.17 The Member may not transfer or otherwise assign any of its rights or obligations under this Agreement without our prior written consent.
- 8.18 This Agreement constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes and extinguishes all previous drafts, arrangements, agreements, and understandings between, and Representations given by or on behalf of, the parties, (in each case whether written or oral), relating to the subject matter of this Agreement.
- 8.19 Each party acknowledges that it has not relied on, and subject to clause 7.1 will have no remedies (whether in equity, contract, tort (including negligence or negligent misstatement), for breach of statutory duty, for misrepresentation (including innocent or negligent misrepresentation) or in any other way) for, any Representation which is not expressly set out in this Agreement. Subject to clause 7.1, we shall not be liable for innocent or negligent misrepresentation or negligent misstatement, in respect of any representation which is set out in this Agreement.
- 8.20 In this Agreement, "**Representation**" means representation, statement, assurance, covenant, warranty, undertaking or commitment (whether contractual or otherwise) made or given before the date of this Agreement.



Primary User:	
Primary User email address:	
Primary User telephone:	
Company name:	
Registered company number:	
Invoice address:	
Start date:	
Initial Term:	
User name(s):	
User email address(es):	
User telephone number(s):	
Interchange Location (Triangle, Atrium or Utopia):	
Designated membership (Flexi, Floating, Fixed or Private Office):	
Membership monthly fee:	

I \_\_\_\_\_ [*insert primary user full name in capital letters*] hereby agree to the above terms and conditions.

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Signature: \_\_\_\_\_

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## Appendix 2: Community Terms

These Community Terms set out the basis upon which we make available our online forum and community area (the "**Interchange Community**"). The Interchange Community is currently open to all our Members and/or each of their Users working within the Interchange Locations. Each User will be asked to confirm their acceptance of these Community Terms when they register for, and each time they subsequently log into, the Interchange Community. By entering into the Membership Agreement each Member agrees to procure that its Users who register for and use the Interchange Community shall comply with these Community Terms.

### 1. THE INTERCHANGE COMMUNITY

1.1 The Interchange Community is operated by Interchange Camden Limited ("**we**", "**us**" or "**our**"). Our registered company number is 09623572. Our registered address is 54-56 Camden Lock Place. Our VAT number is 215 0681 36.

1.2 If Members or their authorised personnel using the Interchange Community (in each case "**Users**") have any questions about the Interchange Community please contact our Community Manager.

### 2. ACCESS AND REGISTRATION

2.1 The Interchange Community can be accessed using the technical systems provided at the Interchange Locations. It can also be accessed remotely from outside the Interchange Locations. Users accessing remotely must obtain, and pay for, all telecoms services, computer equipment and software necessary to do so. We do not provide these and Users will need to obtain them from other suppliers. We do not have any control over, or responsibility for, such suppliers.

2.2 Each User must provide complete and accurate registration information and ensure that their registration is kept up-to-date. Please read our Privacy Policy at <http://www.interchange.io/PrivacyPolicy.pdf> (as may be amended from time to time) which applies to the registration and other information we collect through the Interchange Community.

2.3 We may issue each user with a username, password and/or other access controls ("**passwords**"). Passwords are for personal use only. Users must keep their passwords confidential and not allow anyone else to use them. Users must notify the Community Manager immediately if they believe that their passwords are no longer confidential. If they do, or if we believe it is otherwise necessary, we may issue replacement passwords.

2.4 Maintaining the security and integrity of the Interchange Community is necessary to enable all Users to enjoy it safely and effectively. All Users agree not to abuse the access/registration process.

### 3. USER MATERIAL

3.1 The Interchange Community is designed to provide an informative and interactive environment for all its Users. We encourage Users to engage with the Interchange Community and to submit comments, information and other material ("**User Material**"). In order to ensure that this is done safely and appropriately we have established the Acceptable Use Policy (as may be amended from time to time) ("**AUP**").

3.2 All Users must read the AUP and comply with it at all times when using the Interchange Community. Notwithstanding and without prejudice to the specific provisions of the AUP, all Users must always ensure that:

3.2.1 their User Material is suitable for the Interchange Community: User Material must not include anything which is inappropriate for a professional business audience, and certainly anything which is offensive, unlawful or could bring us or our users into disrepute, but including controversial, sensitive or off-topic themes or material; and

3.2.2 they use the Interchange Community in a manner that does not interfere with other Users: they must not attempt to interfere with or disrupt any other Users use of the Interchange Community, their Membership Benefits or the Interchange Locations or the permitted activities which they undertake there and no User must harass, threaten or impersonate others or otherwise behave in an anti-social, inappropriate or unlawful way; and

3.2.3 they do not use the Interchange Community as a general marketing or promotional tool: Users are encouraged to discuss their business and professional activities and share information about them with other Users, but the Interchange Community is not, and cannot be used as, an advertising platform including for unsolicited marketing, mass communications and spam.

3.3 Unless agreed otherwise, as between us and each User, each User will continue to own all the User Material they submit to the Interchange Community. It is very important that all Users understand, however, that by submitting User Material to the Interchange Community they are agreeing to, and promise that they can, (subject to any privacy settings which may be made available on the Interchange Community) allow and grant a non-exclusive, payment-free, transferable licence of worldwide rights permitting:

3.3.1 other Users to view, copy, transmit and use that User Material without restriction, so that such User Material may become accessible to users outside the Interchange Community who shall have the same rights and ability to view, copy, transmit and use that user material; and

3.3.2 us to operate the Interchange Community and enable the distribution of that User Material in this way, and also to use it in other media services including our promotional publications and advertising, including to amend or adapt it where this is necessary for such purposes;

without any further approval or consent from, or payment to, them or any other person.

3.4 Accordingly, a User must not submit anything to the Interchange Community that they would not want to be used in this way. If they have confidential, business-

sensitive or other material which they wish to restrict the use and circulation of this should not be submitted as User Material.

3.5 By submitting User Material to the Interchange Community each User promises that:

3.5.1 **they have not copied from someone else or included other people's material without permission:** User Material must not feature material which breaches copyright, trade mark or other intellectual property rights or which violates other legal rights such as confidentiality; and

3.5.2 **they have the permission of all the people making and appearing in it:** where relevant everyone who made or is featured in the User Material, especially photographs or video, must have provided their prior specific consent.

### 4. MODERATION

4.1 Unless otherwise stated on, or notified through, the Interchange Community we do not review User Material before it appears on the Interchange Community. We may, but do not promise that we will, use automated filtering or other software to prevent the posting of inappropriate User Material.

4.2 We may review User Material after it appears on the Interchange Community either in response to a notice or complaint provided to us or at our own discretion. If we suspect or believe that User Material does not comply with these Community Terms and/or the AUP we reserve the right to, but do not promise that we will, stop it from being made available on the Interchange Community or otherwise, at any time without notice to users.

4.3 With the sole exception of information about the Interchange Community, the Interchange Locations, this Agreement and/or other topics that we may post directly in our own name from time to time, please note that we are not the author, editor or publisher of the user material appearing on the Interchange Community including where we have procured experts or sponsors to submit specialist content. We are acting only as an intermediary hosting the user material on the Interchange Community on behalf of the Users.

4.4 Accordingly, each User remains responsible for their User Material and for what they do and say on the Interchange Community. Users must use the same care and consideration on the Interchange Community as they do when communicating with others in any other public place. Users should think before they submit!

4.5 **IF USERS DO NOT COMPLY WITH THESE COMMUNITY TERMS AND THE AUP THEY MAY BECOME LEGALLY LIABLE TO US OR TO THIRD PARTIES OR MAY OTHERWISE BE ACTING UNLAWFULLY.** If anything is not clear, or a User believes that any User content is in breach of these Community Terms or the AUP, please contact the Community Manager.

### 5. OUR RIGHTS IN THE INTERCHANGE COMMUNITY

5.1 The Interchange Community and its underlying software is protected by copyright, trade mark rights, database rights and other intellectual property and related rights which are owned by us and/or our suppliers. Users may access the Interchange Community and view its content on-screen in accordance with these Community Terms.

5.2 Users must not, nor try to, make mass, automated or systematic extractions from the Interchange Community, or use it to create or include it within another paper or electronic database, or try to re-sell it or re-distribute it. We reserve the right to prohibit or restrict the way in which the Interchange Community may be accessed or used.

5.3 Decompiling, reverse engineering, disassembling or otherwise reducing the code used in any software for the Interchange Community into a readable form in order to examine the construction of such software is prohibited except to the extent permitted by law.

5.4 If users have any questions about what they may or may not do with the Interchange Community or any user material please contact the Community Manager.

### 6. LIABILITY

6.1 The Interchange Community is provided for free and is for informational purposes only. As explained above, we do not produce or pre-review, and are not responsible and cannot and do not accept any liability for, User Material. Users should use common sense and caution before relying on user material and they do so at their own risk.

6.2 We do not promise that the Interchange Community will be a permanent benefit of Membership. We reserve the right to amend, suspend or withdraw the Interchange Community at any time.

6.3 In any event, the Interchange Community will not be available at all times. It will be inaccessible during regular maintenance periods and it may from time to time be subject to emergency maintenance or be unavailable for other technical reasons. Like all software-based services it cannot be promised to be free from errors or bugs.

6.4 Accordingly, we do not guarantee that the Interchange Community will be provided on an uninterrupted basis or that it is error free. Except to the extent prohibited by applicable law, we and our affiliates and licensors disclaim all terms, conditions and warranties with respect to the Interchange Community including any implied terms, conditions and warranties of satisfactory quality, fitness for a particular purpose and reasonable care and skill and any terms, conditions and warranties arising out of any course of dealing, performance or usage.

6.5 Nothing in these Community Terms is intended to exclude or limit our liability for:

6.5.1 death or personal injury resulting from our negligence;

6.5.2 fraud or fraudulent misrepresentation; or

6.5.3 any liability that cannot be excluded or limited by law.

6.6 The Interchange Community may contain third party advertising and links to external websites. We do not necessarily recommend, endorse or sponsor, and



## Appendix 2: Community Terms

cannot control and are not responsible for, any third-party content that may be accessed through the Interchange Community. Users should use common sense and caution before relying on such content and they do so at their own risk. Please read the separate terms of use and privacy policies applicable to that content carefully.

### 7. TERMINATION

- 7.1 If a User wishes to terminate their registration for any part of the Interchange Community they may do so at any time but they must then cease accessing and using the Interchange Community immediately.
- 7.2 After a period of inactivity, which may vary from time to time but is currently when a User fails to log in for a period of nine (9) months, we reserve the right to suspend or terminate that User's access to the Interchange Community. The User Material and passwords of that User may no longer be available following such de-activation.
- 7.3 We may suspend, amend or withdraw, and therefore terminate in whole or in part, the provision of the Interchange Community at any time. We shall try to give Users prior notice if we do but this may not always be possible.
- 7.4 If Users are in breach of these Community Terms or the AUP, or their Membership Agreement, or we have reasonable grounds to believe that they are, we may suspend and/or terminate their access to the Interchange Community immediately without prior notice.
- 7.5 When each User's access to and use of the Interchange Community has ended we shall delete their registration (although this may remain in our back-up systems for some time) but their User Material may remain within the Interchange Community where it may already have been, and may continue to be, shared with others and (where they have not deleted it) it may continue to be used under the licences granted at term 3.3 above which shall continue indefinitely.
- 7.6 When each User's access to and use of the Interchange Community has ended they shall have no further ability to access their User Material. Users acknowledge and agree that the Interchange Community is not intended to provide a storage solution for User Material and Users are strongly advised to retain backups of their User Material using their own systems.

### 8. GENERAL

- 8.1 If a User is in breach of these Community Terms and we do not take any action against them, we may still take action against them later, or if they breach the same term on another occasion, or if they breach a different term.
- 8.2 If any provision of these Community Terms is, for any reason, held to be unenforceable, illegal or invalid in some other way, the unenforceable, illegal or invalid provision will not affect the remainder of these Community Terms and they will continue in full force and effect.
- 8.3 These Community Terms and any dispute or claim arising out of or in connection with these Community Terms (including non-contractual disputes or claims) are governed by English law and the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Community Terms (including non-contractual disputes or claims).
- 8.4 A person who is not a party to these Community Terms will not have any right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of these Community Terms. This clause 8.4 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.
- 8.5 All provisions of these Community Terms which expressly or impliedly survive the termination of these Community Terms will do so.
- 8.6 The rights and remedies under these Community Terms are in addition to and, except where otherwise expressly provided in these Community Terms, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.
- 8.7 The User may not, nor attempt to, sub-licence, assign or otherwise transfer any of its rights or obligations under these Community Terms. We may appoint third parties to provide some or all of the Interchange Community and may sub-licence, assign or otherwise transfer any of our rights under these Community Terms.