

## Seats2meet.com Rights & Responsibilities

### 1. Introduction

*Basically, the software is an integrated part of the concept and we allow third parties to book a seat.*

Seats2meet.com International (hereinafter: S2M) has developed an innovative disruptive working-, meeting & office concept, catering for the growing number of co-workers, organizations 3.0 and other innovators of the world, meeting each other in both the physical and virtual world (hereinafter: “the Concept”).

S2M has developed software to allow third parties to book (work-, desk-, & meeting-) seats at a physical location, to collaborate online, to organize events and more (hereinafter: the Software). The Software contains a bookings engine, a property management system, a (social) CRM system and an analytics function. By using real time dashboards information can be shared with stakeholders. The Software is an integral part of the Concept.

### 2. My own S2M: cooperation with Seats2meet.com International.

*Basically, we offer you an opportunity to operate your own S2M location. You are allowed to do that in accordance with the statements in this documents.*

S2M offers an opportunity for local operators/entrepreneurs and/or organizations (hereinafter called ‘Operators’) to open up and run S2M physical locations. A S2M location consists of work-, meeting- or desk space or any combination. By signing up as a S2M location operator, you are allowed to use the Concept and the Software for your business operations in accordance with the statements in this document.

However, you run the operation of such a S2M location as an independent operator at your own risk and for your own benefit.

### 3. We expect you to use the Concept and the Software as follows:

*Basically, You agree to the S2M Booking Terms and Terms & Conditions to each and every booker. Next to that you offer a percentage of your seats in exchange for Social Capital.*

You shall only use the S2M Software exclusively to allow third parties to book seats at your location, to collaborate and to organize events. During the profile registration and booking process the Software presents the S2M Booking Terms and Terms & Conditions and requires the booker/user to agree. You agree to adhere to these Booking Terms and Terms & Conditions to each and every booker. A minimum percentage of the workspace capacity is always offered by you in exchange for social capital. The percentage is based on the S2M model of your choice.



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#### **4. Your requirements and obligations:**

*Basically, offer good wifi and a serendipity machine at your location. You are responsible for updating your own data into the S2M Software. And you respect payments in social capital as much as in monetary capital.*

As an independent location operator you shall provide access to a free WiFi Internet connection for all your visitors. S2M highly recommends a fiberglass network, or a network with at least a connection speed of 20/20 Mbps or more. Next to that you will provide your guests access to the Serendipity Machine (hereinafter: TSM) of your location via a TV screen or something bigger. Your S2M Branded TSM will be automatically created for your location. If you already have a TSM you can connect it to your S2M location. We highly recommend that you share a cup of coffee with your workspace bookers as well.

You are responsible for entering & updating the location data & operational details, e.g. opening hours, as well as the availability of work- desk- and meetingspace into the S2M Software. S2M location operators will commit to actively participate in the S2M Mesh (the overall value network of S2M communities) to enable the collaborative growth of it.

You will respect that work-, desk- and meetingspace seats and other products and/or services on and around your S2M location can be paid for by monetary capital or by social capital.

#### **5. Fees**

*Basically, payment of your fee will go automatically within 48 hours.*

S2M International shall determine and charge booking fees as part of the compensation for the usage of the Concept and the Software. For bookings where turnover is generated (Seats or options sold by monetary capital) S2M International will charge this booking fee.

The fees are established by S2M once a year and communicated to the operator at least 3 months in advance. The actual fees can be found at [www.s2m.to/pricing](http://www.s2m.to/pricing) If you do not agree to fee changes, you will give written notice within 30 days of notification of the change of these fees, to S2M expressing your wish to end this agreement, observing a notice period of 3 months.

Fees are payable monthly upon receipt of an electronic invoice by S2M International. Invoices will be paid within 48 hours. Invoices not paid, for any reason, may lead to operator's access denial to the S2M software, without (written) notice.

The Operator cannot and will not hold S2M liable for the (financial) consequences and/or other damages for not being able to access the Software at any time.

## 6. Residents

*Basically, we have a cool Residents program to engage our users!*

Seats2meet.com Residents is a program where users can get more hooked up to your location. They get all kind of benefits, provided by Seats2meet.com International and the specific location.

## 7. Software maintenance

*Basically, we do our utmost to keep the software up and running and we will inform you about any updates or maintenance.*

- S2M shall do its utmost to keep the software up and running on a 24/7 basis.
- S2M will release periodical software updates for the S2M Software. S2M will inform you timely regarding new features and other relevant information related to such updates through the Seats2meet.com community website, e-mail or the notification system in the Software.
- The software is and remains the sole property of S2M, including any updates and changes, even when suggested by the operator and/ or other parties.

## 8. Liability

*Basically, we shall not be held liable for any damages, regardless of cause, suffered by Operator in connection with the operation of the S2M business.*

With the exception of intentional misconduct or gross negligence, S2M shall not be held liable for any damages, regardless of cause, suffered by Operator in connection with the operation of the S2M business. S2M is not liable for lost revenue or lost profits for its failure to deliver software and knowledge, including but not limited to the availability of the S2M Software at any time.

The operator shall indemnify, defend and hold harmless S2M against any and all losses, claims, damages, liabilities, actions, costs or expenses, including but not limited to attorneys' fees in connection with any claim from third parties regarding S2M operations.

## 9. Trademarks and branding

*Basically, active promotion of the fact that you are a Seats2meet.com location is mandatory. But you may not incorporate the S2M trade name or trademark in or in conjunction with your own trade name.*

You are authorized to use the trade names and/or trademarks of S2M in accordance with the Seats2meet.com trademark guidelines as published in the [S2M Style guide](#) and the Inspirational Section. You may not incorporate the S2M trade name or trademark in or in conjunction with your own trade name, except where specifically authorized by S2M. You are not authorized to register, acquire or operate any trademarks, domain names or service user names containing or confusingly similar to any of the trade names or trademarks of S2M.



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Active promotion of the fact that you are a Seats2meet.com location is mandatory. We highly recommend that you use the specially for that purpose made logo's to promote the fact that you are a Seats2meet.com location on your own website. You can download these logo's in your manage environment. Next to that you can request the Seats2meet.com location sticker which is provided in the branding kit mentioned below.

You are encouraged to buy the S2M branding kit, containing various stickers and other promotional materials.

## **10. Term and termination**

*Basically, This agreement shall enter into force immediately and you may terminate this agreement at any time by means of written notice to S2M.*

This agreement shall enter into force on the date of accepting these Rights & Responsibilities by you and shall remain so until terminated in accordance with this article.

You may terminate this agreement at any time by means of written notice to S2M three months before the desired date of termination.

S2M may terminate this agreement unilaterally if you fail to adhere to the Concept or any provision of this agreement, but only if notice has been served (except by article 5) and Operator has not addressed the failure within a reasonable period thereafter.

## **11. Change of terms**

*Basically, we may change this agreement at any time by providing electronic notice to you.*

This agreement may be changed unilateral at any time by S2M by providing electronic notice to you. Such notice will be given at least thirty days before the changes take effect.

## **12. Other provisions**

*Basically, this agreement is in accordance with the laws of the Netherlands (Because that's where we come from). Your ranking is related to the reviews of the bookers. We expect you to be a real 'brand ambassador' and that's why we offer you some mandatory education. If the people of S2M International want to visit your location we may use a Global Voucher to make a booking.*

This agreement shall be governed by and construed in accordance with the laws of The Netherlands without consideration of its conflict of law provisions. Any disputes arising out of or in connection with this agreement shall be brought before the competent courts in the city of Utrecht, The Netherlands as the principal place of business of S2M.

Your ranking within the S2M software and its websites is related to the number of positive 'stakeholder reviews' as we feel that your own community/stakeholders should judge your performance. Reviews are an integrated part of the Software, clients and bookers of seats may leave comments and reviews regarding you as the operator and other parties involved in your operation. In



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case you feel a particular comment or review is inappropriate, it is the sole responsibility of the Operator to raise the issue with the reviewer.

We expect every operator to stay on top of developments around the Seats2meet.com brand and the S2M Mesh. Being a good brand ambassador is vital to the success of the S2M global brand. S2M International is offering 'permanent education programs' consisting of webinars, workshops, conferences, publications and books. Each educational item represents a number of 'learning points'. Each location owner is responsible for him/herself and his/her staff to earn an annual total number of 'learning points'. Not meeting the number of required 'learning points' by a location may lead to losing the S2M brand-license. The number of points required will be determined and communicated by S2M International each year.

The Seats2meet.com international team has a special Global S2M voucher code to book seats for our team through the Software free of charge. Operators will honor these bookings and S2M staff will only use this code discretely and incidentally.

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