

# **WEBSITE TERMS AND CONDITIONS OF USE OF THE CO-DESK PLATFORM**

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## **CONTENTS:**

### **I. INTRODUCTION**

### **II. PURPOSE AND SCOPE OF THE TERMS AND CONDITIONS**

### **III. DEFINITIONS**

### **IV. IDENTIFICATION OF THE PROVIDER**

### **V. CONTACT INFORMATION OF THE SUPERVISORY AUTHORITY**

### **VI. SUBJECT MATTER OF THE TERMS AND CONDITIONS**

### **VII. CHARACTERISTICS OF THE WEBSITE**

### **VIII. USER ACCOUNTS**

### **IX. PAYMENTS**

### **X. MAINTENANCE AND FORCE MAJEURE**

### **XI. RIGHTS, OBLIGATIONS AND LIABILITY OF USERS OF THE WEBSITE**

### **XII. PROHIBITIONS FOR USING THE CO-DESK PLATFORM**

### **XIII. RIGHTS AND OBLIGATIONS OF THE PROVIDER**

### **XIV. PERSONAL DATA PROTECTION**

### **XV. EXEMPTION FROM LIABILITY**

### **XVI. LINKS TO THIRD PARTY WEBSITES**

### **XVII. INTELLECTUAL PROPERTY RIGHTS. LIMITATIONS OF USE**

### **XVIII. COMPLAINTS AND DISPUTE RESOLUTION**

### **XIX. FINAL PROVISIONS**

## **I. INTRODUCTION**

**1.1** Welcome to <https://co-desk.app> (hereinafter referred to as "Web site" or "website") which is operated by DPK Co-Desk, with ID: 208526965, having its seat and registered address at: Sofia, p. c. 1407, Triaditsa District, Cherni Vrah St. No. 190B (hereinafter referred to as Provider) and may be accessed worldwide.

**1.2** By using this website you warrant that you are at least 18 years of age and agree to be bound by these Terms and Conditions for the use of the website. Please read these Terms and Conditions

carefully before using this website and if you have any questions, please contact us at: support@co-desk.app.

**If you do not agree to any of the conditions contained in these Terms and Conditions, you should not use this website.**

## **II. PURPOSE AND SCOPE OF THE TERMS AND CONDITIONS**

**2.1** These Terms and Conditions have been drafted and intend to regulate the relations between DPK Co-Desk, with ID: 208526965, having its seat and registered address at: Sofia, p. c. 1407, Triaditsa District, Cherni Vrah St. No. 190B, e-mail: support@co-desk.app and website: <https://co-desk.app>, hereinafter referred to as "Provider", and the users of the Website, hereinafter referred to as "Users", in connection with the use of this website. The other documents that govern the relationship between the Provider and the Users in connection with the use of the website are the Privacy Policy and the Cookies Policy.

**2.2** These Terms and Conditions will come into force as soon as the User uses the website for the first time. The Terms and Conditions shall be applied each time the User visits and uses the website and will have effect from stopping of the use of the website. The User undertakes to use the website and all the contents of the website legally, in accordance with the conditions set forth in these Terms and Conditions.

## **III. DEFINITIONS**

### **3. For the purposes of these Terms and Conditions:**

a/ **Provider** is DPK Co-Desk, creator and owner of the platform <https://co-desk.app>.

b/ **User** is a mature and capable individual who views the content of the website <https://co-desk.app> and the service it offers, or has registered a user profile on the website <https://co-desk.app>. Users are of two subtypes: Merchants and Members.

c/ **Merchant** – is an individual or legal entity who owns, manages and offers the services of a dedicated Coworking space to Members.

d/ **Member** – is an individual or legal entity who is registered in this platform in order to use the functionalities of this website, namely to choose, rent (reserve) and use free Coworking space and its facilities provided by the Merchants.

e/ **Service** – is the service that the Provider offers to the Users, which mainly consists in providing information (location, free spaces, prices, working hours and others) for Coworking spaces that are

fully equipped and managed by the Merchants and are aimed at attracting Members, providing them with the necessary space for work, holding events and the like.

f/ **Location** – means the physical or virtual location of an office or part of an office owned and operated by the relevant Merchant. For multiple buildings located at the same address, each building will be considered a separate location.

g/ **Intellectual property rights** are legal protections granted to intellectual property creators, which include, but are not limited to, trademarks, copyrights, patents, industrial designs, trade secrets.

h/ **Contact Form** is a provided form in an electronic form, that is available at <https://co-desk.app/contact> and which full completion is a condition for contacting the Provider.

#### **IV. IDENTIFICATION OF THE PROVIDER**

**4.1. Name of the Provider:** DPK Co-Desk, with ID: 208526965

**4.2. Seat and registered address:** Sofia, p. c. 1407, Triaditsa District, Cherni Vrah St. No. 190B.

**4.3. Contacts:** e-mail address: [support@co-desk.app](mailto:support@co-desk.app).

#### **V. CONTACT INFORMATION OF THE SUPERVISORY AUTHORITY**

##### **5.1. The Commission for Personal Data Protection**

Address: 2 Prof. Tsvetan Lazarov Blvd., Sofia 1592

Telephone: (02) 91-53-519

E-mail: [kzld@cpdp.bg](mailto:kzld@cpdp.bg)

Website: <https://cpdp.bg>

##### **5.2. The Commission for Consumer Protection**

Address: Sofia, Vrabcha St. No. 1, floors 3, 4 and 5

Telephone: (02) 93-30-565

E-mail: [info@kzp.bg](mailto:info@kzp.bg)

Website: <https://www.kzp.bg>

#### **VI. SUBJECT MATTER OF THE TERMS AND CONDITIONS**

**6.1** The Provider has created the website <https://co-desk.app>, which contains detailed information about the service offered by the Provider to the Users, related to the use of an Internet platform,

allowing the creation of a profile of a relevant Coworking space, in which the Merchants who manage this Coworking space, promote, offer and provide the necessary information (location, prices, number of rooms, desks, availability and others) for the use of their potential and current Members.

**6.2** The Provider provides and the Users undertake to use the website under the conditions set forth in these Terms and Conditions.

**6.3** In its professional activity the Provider fully guarantees the rights stipulated by the law of the Users, as an additional corrective of his activity are namely: good faith, as well as consumer and commercial criteria established as good practices.

## **VII. CHARACTERISTICS OF THE WEBSITE**

**7.1** The Website is an Internet platform based on open-source software that allows Merchants to quickly and easily build their profile on the Coworking space they own and manage in order to promote and offer their services to potential and current Members, and for their part, the Members can easily and affordably check the services of the various Merchants and reserve desks, meeting rooms, offices and/or spaces for work and other activities.

**7.2** The website includes comprehensive information on:

- Information about the Provider;
- Information about the services provided by the Provider to the Users;
- Information about how to contact the Provider;
- Information about frequently asked questions regarding the Service.
- Information about account registration.

**7.3** Services provided – The Users of the website have the opportunity to use the following services, namely: to view the content of the website; to register an account; as well as Merchants to promote the Coworking space managed by them, and Members to check and reserve desks, meeting rooms, offices and/or spaces for work and other activities.

**7.4** The Provider provides detailed information to the Users about each of the functionalities in the present Internet platform.

## **VIII. USER ACCOUNTS**

**8.1** The Users who have registered a user account must comply with all obligations laid down in these general terms and conditions.

**8.2** The Users agree to provide accurate and complete registration information and to keep such information current at all times.

**8.3** Use of certain parts of this website is protected by a username and password. In order to access and use these parts of this website, Users will need an email address for identification, a username, a password (including any pre-selected answers to security questions). It is the responsibility of the Users to keep this information secret and confidential and not to disclose it to other third parties. Users will be responsible for all uses and activities through this website and the services available on it accessed through their user account login credentials.

**8.4** The Users agree to provide all additional information that may reasonably be requested and shall answer truthfully and fully any questions that may be asked to verify the identity of the applicable User.

**8.5** The Users acknowledge and agree that they are only entitled to one user account per person and/or legal entity. Duplicate user profiles will be removed at Provider's absolute discretion without further notice.

**8.6** The Users expressly agree, after confirming and accepting these general terms and conditions, that the Provider may record their personal data (including your IP address).

**8.7** If a User believes that someone else may know their user identification code, password and/or pre-selected answers to any of their security questions, then they should as soon as possible log into their user account and change them and notify the Provider through: support@co-desk.app.

**8.8** The User Account Services may be hosted on this website or any other website at Provider's discretion and updated without obligation for Provider to notify Users and obtain their consent.

## **IX. PAYMENTS**

**9.1** The access to the website and the creation of an account by the Merchants for the Coworking spaces owned and managed by them is currently for free for the first 60 days, however, the Provider may in the future charge a fee for certain features and/or uses of the Service. The Users will not be charged for any such uses of the Service unless they first agree to such charges, but they should be aware that any failure to pay applicable charges may result in not having access to some or all of the Service.

**9.2** The Users should be aware that their use of the Service may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your

internet or data usage are applicable, the Users agree to be solely responsible for those charges.

**9.3** Payment information and payment methods are specified and presented through the Service. If the Users wish to purchase the Service, they will be asked to supply certain information applicable to their Transaction, including, without limitation, credit card information. The Users agree that all information that they provide in connection with the Transaction will be accurate, current and complete and consent to disclosure, transmission and use of such information as necessary to process the Transaction. They agree to pay all charges incurred by you at the prices then in effect. They will also be responsible for paying any applicable taxes relating to your Transactions. They agree that they will only use credit cards belonging to them or which you are expressly authorize to use, for the purpose of conducting Transactions. The Users hereby grant the Provider the right to provide any submit information to third parties for purposes of facilitating the completion of Transactions initiated by the Users or on their behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

**9.4** The Provider does not receive transfers and/or cash for booking and using the respective Coworking spaces. The relations, including the financial ones, between the Merchants and the Members are arranged individually among themselves.

**9.5** The prices, availability, cancellation and refund policies are determined by each Merchant with respect to the applicable location of the facility and may differ from facility to facility. The Member's right to cancel a transaction and to receive any refund is subject to each Merchant's cancellation policy, which can be published on this website in the relevant Merchant's account.

**9.6** The Provider shall not be liable for any damage caused to the Users if this occurs, nor is it responsible for any travel or other expenses incurred by the Members or anyone else in connection with a canceled or suspended facility booking.

## **X. MAINTENANCE AND FORCE MAJEURE**

**10.1** For the purpose of building a reliable and secure Internet platform, the Provider performs periodic preventive maintenance, the latter may be planned or unplanned.

**10.2** The Provider shall not be liable to the User for total or partial non-fulfillment, if it is due to "Force Majeure" (Force Majeure). "Force majeure" means an extraordinary circumstance (event) that arose after the signing of the agreement, could not be foreseen and is not dependent on the will of the parties, such as: fire, industrial accidents, military actions, natural disasters - storms, torrential rains,

floods, hailstorms, earthquakes, ice, drought, landslides, etc. natural elements, embargo, government bans, strikes, riots, etc.

## **XI. RIGHTS, OBLIGATIONS AND LIABILITY OF USERS OF THE WEBSITE**

**11.1** The Users undertake to use the website and its functionality legally and in accordance with these Terms and Conditions of Use.

**11.2** The Users have the right to review the contents of the website.

**11.3** The Users have the right to contact the Provider of this website.

**11.4** The Users have the right to register only one account.

**11.5** The Users have the right to delete an account he has created.

**11.6** The Users are solely responsible for actions and omissions constituting an infringement under the relevant law, regardless of the fact that those actions/omissions are as a result of the User or a third party.

**11.7** The Users undertake to fully compensate and release the Provider from liability in the event of any court cases or other claims of clients arising out of the fulfillment of any of the obligations of the User specified in these Terms and Conditions or engaging in illegal commercial activities.

**11.8** The Users undertake to update the information in his registered account in case of any change that has occurred.

**11.9** The Users are not allowed to modify, copy, duplicate, create derivative or customized, separate or entire parts of the website.

**11.10** The Users are not allowed to provide to any third party in any manner and in any form, for any commercial or non-commercial purpose, any content, information, know-how or technology that is derived in part or in whole from the website.

**11.11** The Users are not allowed to publish, send or otherwise make computer viruses or the like.

**11.12** The Users are not allowed to disable and/or upset the full or partial functionality of the website as well as the services offered on the website.

**11.13** The Users are not allowed to generate excessive web traffic or to overload website traffic.

**11.14** The Users are not allowed to disrupt the operation of networks or servers that are related to the Services and may not interfere with the provision of services.

**11.15** The Users shall not attempt to gain unauthorized access to any part of the website or to the servers maintained and owned by the Provider.

**11.16** The Users undertake to keep secret of their e-mail address, username and password for accessing of their registered account.

**11.17** The Users shall immediately notify the Provider of any unauthorized use of the username and password.

**11.18** The Users are not entitled to use the Provider's trademark. The Users are responsible for any actions they have done in connection with the use of the website.

**11.19** The Users are not allowed to send "spam", "junk mail", "chain letter" or any unsolicited commercial messages.

**11.20** The Users are not allowed to use someone else's intellectual property rights in the online store, which use is not authorized by the respective owner/ author, such as: trademarks, copyright images and other similar intellectual property objects.

**11.21** The Users undertake not to use his online store for illegal purposes, and not to offer prohibited goods and services.

**11.22** The Merchants should fully guarantee the rights of their Members, taking into account the activity of his online store with the relevant legislation in the field of consumer protection, personal data protection and e-commerce.

**11.23** The Merchant is fully responsible for the obligations assumed by him towards his Members, in connection with the services offered by the relevant Coworking space.

**11.24** The Merchants undertake not to mislead their Members in any way that the services they offer are in any way related to the Provider or a third party that has nothing to do with the relevant services.

## **XII. PROHIBITIONS FOR USING THE CO-DESK PLATFORM**

**12.1** The Users are obliged to use the Co-desk platform legally and in good faith.

**12.2** The Users cannot use the Co-desk platform for:

- offering of services which, under applicable law, have been declared illegal or which cannot be sold remotely from the Internet.
- publishing content that is contrary to public moral and moral rules (such as discriminatory sexual content, symbols of fascism, and the like), as well as content that violates someone else's intellectual property rights.

- distributing computer files essentially representing viruses or such files that could harm the computer devices of visitors.
- publishing and distributing pornographic or other content prohibited by law.

### **XIII. RIGHTS AND OBLIGATIONS OF THE PROVIDER**

**13.1** The Provider may at any time make changes to the website at its sole discretion, without obligation to notify.

**13.2** The Provider may at any time update, modify, expand, add or remove services on the website.

**13.3** The Provider may at any time make changes to the description and prices of the Service.

**13.4** The Provider has the right to remove inactive accounts.

**13.5** The Provider is entitled to temporarily suspend or terminate the provision of a service in case of violation and/or suspicion of breach of these Terms and Conditions of Use or in case of unfair behavior and/or suspicion of unfair behavior of the User.

**13.6** The Provider has the right to close/delete the registered User's account, respectively online store in the following cases:

- if the account has not been used for a long period of time (more than three years);
- at any time upon request by the User by e-mail;
- in case of infringement of someone else's intellectual property, including trademarks, by the User;
- in other cases at Provider's discretion, after prior notice.

**13.7** The Provider has the right to limit or block User's access to its registered account in the following non-exhaustive cases:

- When the User acts in violation of these Terms and Conditions;
- When the User performs actions that violate the reputation of the website;
- When the User performs actions that violate the Provider's interests;
- In case of actions that violate the security and functioning of the website;
- In case of violation of the Provider's intellectual property rights;
- On receipt of an order from a competent state authority.

**13.8** The Provider has the right to refuse the creation of a new account, respectively online store of a User, whose account has been deleted or blocked.

**13.9** The Provider has the right to perform preventive maintenance to the platform by temporarily suspending access to the website.

**13.10** The Provider undertakes to grant access to the admin panel of the User, who has successfully registered an account in the Co-desk platform.

**13.11** The Provider undertakes to restore access to this website as soon as the successful completion of preventive maintenance.

**13.12** The Provider undertakes to provide the User in full with the functionality, according to the announced information on this website.

#### **XIV. PERSONAL DATA PROTECTION**

**14.1** The Provider collects and processes personal data of Users by applying all the standards for the protection of personal data under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The Provider respects the privacy of Users and undertakes every effort to protect the personal data of Users against unlawful processing by applying technical and organizational measures, which measures are entirely consistent with state-of-the-art technological developments and provide a level of protection that corresponds to the risks associated with the processing and the nature of the data that should be protected. Detailed information on what personal data the Provider processes, the purposes of the processing of personal data, the period for the storage of personal data, as well as other information in fulfillment of the requirements of Article 13 of Regulation (EC) 2016/679 is available in the Privacy Policy at: .....

**14.2** For the purpose of archiving, the Provider has access to the admin panels of all online stores created through the platform, insofar as the Provider has access to the personal data of clients of the Users who process the latter on their own as data controllers, the Provider processes the said personal data of the clients by applying all standards for personal data protection under Regulation (EU) 2016/679.

#### **XV. EXEMPTION FROM LIABILITY**

**15.1** The Provider does not in any way give any guarantee that the website and its services will be available at any time and from anywhere in the world. The Provider does not guarantee that the website will remain unchanged and will be maintained indefinitely over time.

**15.2** The information on this website could include technical inaccuracies or errors although the Provider uses reasonable efforts to keep all the information on this website up to date. The Provider takes the necessary steps to ensure that the Users have an uninterrupted access to the website and also maintains the website and services with the care of the good merchant for the purpose of providing services to Users with good faith. The Provider has the right to make changes and improvements to this website at any time without notice. The Provider assumes no liability or responsibility for any damages or losses incurred for the Users as a result of the use of this website and the information from this website.

**15.3** The responsibility for the use of this website is entirely for the User as he/she operates and exploits its capabilities. The Provider assumes no liability or responsibility for any damages and adverse consequences associated with the use of this website, including in the event of material damage to the relevant technical device of the User.

**15.4** The Provider shall not be held liable for acts performed by Users in violation of these Terms and Conditions of use. The Provider shall not be held liable for damages that are caused by false, misleading, inaccurate information provided by the Users of the website.

**15.5** The Provider shall not be held liable for any damages resulting from a User's fault, computer virus, omission, interruption or problem in the system itself, supporting the integrity and structure of this website.

**15.6** The Provider does not guarantee that the services and content posted on the website will meet the User's expectations. In the event of any doubt as to the quality of any service or content posted on the website, the User should not use the website. If, in spite of these doubts, the User continues to use the website, the responsibility, together with all the consequences for that, lies with the User.

**15.7** The Provider shall not be held liable for the attached images, as well as for the use of the trademarks of the offered services of the Merchants, related to the Coworking spaces managed by them.

**15.8** The Provider shall not be held liable for the business activities of the Users.

**15.9** The Provider shall not be held liable to third parties who have been damaged as a result of the User's business activity.

**15.10** The Provider shall not be held liable for any damages to the User as a result of using/not using the Co-desk platform.

**15.11** The Provider shall not be held liable for the compliance of the Co-desk platform with all existing operating systems, Internet browsers, mobile media and technologies on the Internet.

#### **XVI. LINKS TO THIRD PARTY WEBSITES**

**16.1** The website of the Provider contains links to websites maintained by third parties ("Third Party Websites") such as "Facebook" button, "X" button and "Youtube" button. All third party websites accessible through this website are independent and the Provider assumes no responsibility for damages and losses incurred by Users as a result of the use of these websites. The Provider is not responsible for the content on the Third Party Websites, and also for the presence of viruses or other harmful components on these websites.

#### **XVII. INTELLECTUAL PROPERTY RIGHTS. LIMITATIONS OF USE**

**17.1** The whole content on the platform Co-desk, including, but not limited to, all published texts, photographs, images, illustrations, graphics, computer programs, trademarks and any information posted on the website – is the exclusive property of the Provider, except for such content that is uploaded to the web site of the respective online store for which the relevant User owns the intellectual property rights as its creator or through other legal means (with the consent of the actual author). Use of Provider's trademark without his consent is a violation of the law.

**17.2** The contents of the Co-desk internet platform and the Provider's website may be used by Users solely and in connection with the provisions set out in these Terms and Conditions, whereby Users do not acquire ownership of the intellectual property rights of the Provider.

**17.3** The use of the information contained in the Co-desk platform and this website for commercial purposes, in any form (copying, modifying, downloading, selling, creating derivative works, reproducing, distributing, publishing, retransmission, etc.) is strictly prohibited. Users assume all liability from the use of the content of the Co-desk platform and website in violation of the rights of the Provider and the latter is entitled to full compensation for the damage caused by the User.

**17.4** Access to the website and the services provided on the website shall in no way be considered and interpreted as a free provision of licenses or intellectual property rights.

**17.5** Reproduction of the content of the Co-desk platform or the website is done only with the written consent of the Provider.

**17.6** Retrieving information from database resources located on the Provider's Co-desk platform and website and subsequently creating the User's own database in electronic or other form will be considered a violation.

## **XVIII. COMPLAINTS AND DISPUTE RESOLUTION**

**18.1** If a service provided by the Provider does not correspond to the description in these Terms and Conditions, then the User may file a complaint within 3 days of finding of the non-compliance, by e-mail to the Provider at: support@co-desk.app.

**18.2** The Provider shall respond within 5 (five) business days to the complaint addressed to him to the e-mail from which the complaint has been sent.

**18.3** The provider maintains a special register containing all complaints, respectively the answers to them, keeping the data for a period of 6 months.

**18.4** Any disputes between the Provider and the User arising out of these Terms and Conditions and the individual agreement shall be settled amicably by the parties. If the dispute cannot be resolved amicably, it shall be referred to a competent court in Sofia, Republic of Bulgaria.

## **XIX. FINAL PROVISIONS**

**19.1** All communications and notifications between the Provider and the User are made in Bulgarian or English and will be deemed to be valid if they are sent in writing.

**19.2** The invalidity of any provision of these Terms and Conditions will not result in the invalidity of the Terms and Conditions as a whole.

**19.3** For all matters not covered by these Terms and Conditions, the provisions of the Canadian civil and commercial legislation shall apply.

**19.4** The Provider has the right to update these Terms and Conditions of Use at any time in the future. When this happens, the revised Terms and Conditions will be posted on this website with a new "Last Updated" at the top of these Terms and Conditions and will be in force from the date of publication. It is therefore advisable to periodically check these Terms and Conditions to make sure that you are familiar with any changes. Using the website after publishing the updated Terms and Conditions, you will be deemed to agree with the changes made.

**19.5** If you have additional questions about these Terms and Conditions of Use, please do not hesitate to contact the Provider at: support@co-desk.app.

