



General Provisions

These General Provisions of Membership Innofuse (“**General Provisions**”) apply to any Membership Agreement License (“**Agreement**”) entered into between Innofuse GmbH (“**Innofuse**” or “**we**” or “**us**”) and you as a Member (“**Member**” or “**you**”). Innofuse and/or the Member are referred to as the “**Parties**” or one “**Party**”. These General Provisions, including the [Innofuse Framework Play Rules](#), the [Confidentiality and Non-Disclosure Agreement](#), as well as the [Privacy Policy and Cookie Policy](#), as available on the website of Innofuse and as adopted from time to time, form an integral part of the Agreement. Capitalized terms have the meaning as defined in the General Provisions.

You acknowledge that you have read, understood and agree to be bound to the General Provision and all applicable laws and regulations. If you do not agree to be bound by these General Provision, then you must not use our services. We may change these General Provision at any time. By using our services after we post any changes, you agree to accept those changes, whether or not you actually reviewed them.

You acknowledge that this Agreement does not establish any leasehold rights, tenancy rights, or any other real property rights on your part with regard to the Site (as defined below).

1. Membership Period and Termination

The Membership Agreement has a term and is automatically renewed after expiry. Each order form specifies the initial period and the respective renewal period. **The renewal period will automatically begin at the end of the then-current initial period or renewal period, unless either Party gives written notice of termination of the Agreement at least thirty (30) calendar days prior to the beginning of the next renewal period.**

Innofuse may terminate this Agreement in case of a breach of material terms of this Agreement with immediate effect, including but not limited to:

- a) If you become insolvent or unable to pay, or;
- b) you have breached any of your obligations and such breach cannot be remedied, or we have notified you of a deadline for remedy and you have not complied within 14 days of the notice or;
- c) your behavior or the behavior of a person present in the premises with your permission or invitation is incompatible with the normal use of the office space, and (i) such behavior continues despite prior notice, or (ii) such behavior, in our reasonable opinion, provides sufficient grounds for immediate termination of the contract, or;
- d) you have breached the provision of the Innofuse Framework Play Rules.

If we terminate the contract for any of the reasons mentioned in this provision, you must pay us a lump sum amount of all fees that would otherwise have been due and payable by you for the remaining contract period within 30 days from the date of our termination notice, had the contract remained in force and not been terminated by us. You agree that this payment represents a reasonable estimation of the actual damages we would incur due to early termination.

Upon termination by Innofuse, Member will lose the right to access or use the Site (as defined below) and the Innofuse Web-Platform (as defined below). Further, you must vacate your premises promptly and return Provided Items (as defined below) in the same condition as they were at the time of handover to you. Should you leave items in the center, we reserve the right



to dispose of them at your expense, without Any liability to you or obligation to account for proceeds from any sale. If you continue using a space after the termination of a contract, you will be responsible for any losses, claims, or liabilities that may arise due to your failure to vacate the premises in a timely manner.

Upon termination, the following will continue to apply:

- Innofuse will be entitled to use and disclose your feedback provided on the Innofuse Web-Platform (as defined below);
- Members and/or visitors of the Platform are entitled to further share content and information you have shared through the services of Innofuse;
- Sections “Exclusion” will continue to apply for an unlimited period of time;
- In case you are a student, access remains active for additional period of time as defined by Innofuse from time to time.

2. Access, Admitted Person(s) / Member’s indemnification obligation

The Members do get access to the virtual space (the “**Innofuse Web-Platform**” or “**Platform**”) with all its functionalities provided as is and the physical space(s) (the “**Co-Working Office**” or “**Site**”) as subscribed for by the Member. The use of the Co-Working Office is meant to be remote work, to meet other experts from other entities, to execute or participate in trainings / workshops / events / etc. In case a Member would like to use the space permanently and or use the **Co-Working Office** as the company’s domicile, please subscribe for the relevant package or reach out to us in case you have questions.

The admitted persons of a Member (the “**Admitted Persons**”) are indicated in the relevant package you are subscribing for. Only the Admitted Persons are entitled to use the Web-Platform and the Co-Working Office and make use of the other services provided according to Section 3 below. Admitted Person shall comply with the rules and regulations of the Agreement, including Section 6, 7, 8, 13, 14, 15 and 16 of this Agreement, and therefore will be asked by Innofuse to undergo an individual consent declaration.

3. Services provided to Members

The following services are included in the Agreement:

- Access to the Sites, as further defined in Section 6 hereunder, including:
 - The use of a workstation as available, Wifi;
 - Free electricity at the Site (standard use, e.g. computers, laptops, charging cell phones; no excessive use such as use of machinery or lab equipment);
 - Standard use of the shared lounge area, cafeteria and kitchen at the Sites, including free coffee, tea and water;
 - Use of the toilet facilities at the Sites;
 - Use of meeting rooms upon availability.
- Access to the Web-Platform, as further defined in Section 7, is provided as is, whereas the following features which may be adapted from time to time should be available:
 - Access to personalized area; your profile with personal details;
 - View organization profiles, tendered challenges, project ideas, events and news;
 - Limited access to other user profiles;
 - Communicating with third parties via chat function and comments;
 - Creation and management of organization profiles;
 - Creation, tendering and management of project ideas and challenges



Further services are provided as well, upon request and against the payment of additional fees as communicated by Innofuse. These additional services are payable upfront unless otherwise agreed between the Parties.

4. Domiciliation

If, according to the Agreement, the Member has opted for domiciliation at the Site of Innofuse, the following stipulations apply:

The domicile shall be domicile of Innofuse, as the case will be. The domiciliation does not comprise any additional services to be provided by the Innofuse. The Member is obliged to make sure that any mail or document received at the above address is immediately picked up. Innofuse is neither obliged to inform the Member about the receipt of such mail or document nor to send such mail or document to the Member.

Innofuse is entitled to end the domiciliation at any time. In any case, the domiciliation ends with the expiration or termination of the Agreement. The Member is aware that it shall immediately indicate a new Swiss address to the commercial register when the domiciliation has ended otherwise the Member faces the risk, that the commercial register will delete the company from the commercial register.

The Member is obliged to fully indemnify Innofuse from all demands, claims and costs which are asserted due to the granting of or in connection with the domicile.

5. Default

If a payment term (including payment terms for additional services) is not respected by the Member, the Member is automatically in default (no reminder required). In case of default Innofuse is entitled to charge the Member a default interest of 5% per year as well as reminder fees of CHF 50.00 plus any other damages based on the Members' default; other rights and remedies of Innofuse based on the Members' default remain reserved.

6. Access to the Site

The Member shall subscribe for access to the offered Site online. The access to the other Sites is granted during the opening hours of the respective Site without advance application. The opening hours are published on the website of Innofuse and the Member is aware that the opening times might change in the future.

Even though an application for access was subscribed, all the workstations might be occupied and Innofuse does not guarantee the availability of a workstation (first-come-first-served-principle each day). Should we be unable to provide the services at the Site specified in the contract for any reason at the contract's start date, we shall not be liable to you for any losses or damages. However, you may use one of our other Site (subject to availability), reschedule the contract's start date, or withdraw from the contract.

To maintain a high level of service, it may be necessary for us to enter your premises; we reserve the right to do so at any time, including but not limited to emergencies, for cleaning and maintenance purposes, or for re-marketing the space in the event of termination by you. We endeavor to respect the reasonable security procedures you have implemented to protect the confidentiality of your business operations.



7. Access and Use of Web-Platform

Members must create an account to access personalized features and profiles. Members are responsible for maintaining the confidentiality of their account information.

As an authorized administrator by the Member you have the option to manage Admitted Person profiles. To do this, you must confirm that you are an authorized representative of the Member and have the right to act on their behalf in creating and managing the account by doing so, you become an administrator of the Member. Data that you create in the role of an administrator of a Member are and remain the property of the corresponding organizations.

Our platform allows you to share news and information in many ways. All information can be seen by other Members, visitors or third parties (partly also outside the platform). This does not apply to information that can be explicitly controlled as “public”/”private” via the so called “disclosure level” function. We respect the decisions you make about what content or information you share and what you do not share.

You ensure that you only provide content and information that does not violate the law or infringe the rights (including intellectual property rights) of others. You also agree that the information you provide is true. Innofuse expressly rejects any liability claims which could arise in connection with content and information published by you.

We are under no obligation to post any information or content on our service. We reserve the right to moderate or remove content that violates guidelines or is deemed inappropriate.

If you join an organization, a challenge, a project idea or register for an event, the administrators can export your data for further processing. The exported data corresponds to the data that an administrator can also view in the browser, but it is prepared in list form. The administrators commit themselves to use the data exclusively for the purpose defined in this chapter.

8. Duty of Care / Consideration / Notification Obligation / Confidentiality and Non-Disclosure

Duty of Care and Maintenance: The Member shall use the Site, the jointly used areas, the workstations, the facilities and equipment installed, any provided furniture and any other items provided to the Member and/or the Admitted Persons (altogether referred to as “**Provided Items**”) with due care. The Member is obliged to keep the Provided Items in good and clean condition. The Member is liable for damages that result due to improper use. The Member shall pay for any damage (especially damages to the Provided Items) caused by the Member.

Rules and Instructions: At all times, the Member shall observe the Rules of the respective Site including the Innofuse Framework Play Rules and any instructions given by Innofuse’s personnel or the respective Site manager. Innofuse Framework Play Rules, which form an integral part of this Agreement, primarily serve to ensure that all members have a professional environment in which they can work.

Information about the Member and contact details: It is your responsibility to keep the information and primary contact details we use to communicate with you up to date using the app or online account (or any other customer portal we may recommend to you from time to time). This includes, among other things, email addresses, phone numbers, and the company’s address. Your contact address must be a valid business address or residential address of the primary contact.



Consideration: The Member shall show consideration for all other members and individuals being present at the Sites. If the Member continues to breach the duty of care and consideration despite a warning is given, Innofuse may terminate the membership immediately for cause; other rights and remedies of Innofuse remain reserved.

Notification Obligation: The Member shall immediately notify Innofuse of any defects or damages of any Provided Item if and when the Member becomes aware of such defect or damage.

Confidentiality and Non-Disclosure: The Member agrees to the [Confidentiality and Non-Disclosure Agreement](#) as available hereunder, which forms an integral part of the General Provisions.

9. Fees and Charges

Taxes and Customs Requirements: You agree to promptly (i) pay all sales, usage, consumption, value-added, and other taxes and license fees that you are required to pay to a government authority (and provide us with proof of such payments upon request) and (ii) pay all taxes paid by us to government authorities attributable to your premises, including gross sales, rent, occupancy taxes, personal property taxes, stamp taxes, or other document taxes and fees.

Payment: We are continuously committed to reducing our environmental impact and encourage you to do the same. Therefore, we send all invoices electronically, and you make payments using an automated payment method such as direct debit, credit card (where local banking systems allow) or bank transaction.

Late Payment: In the event of late payment on your part, a fee will be imposed on all outstanding invoice amounts. If any portion of an invoice can be legitimately disputed, you must immediately notify us in writing and pay the undisputed amount by the due date; otherwise, late fees will apply. Additionally, we reserve the right to withhold services (noting that access to the center may also be denied to you) while fees and/or interests remain outstanding or in case of your contract breach.

Usage-Dependent and Additional Variable Services: Fees for usage-dependent services, plus applicable taxes, are payable monthly in arrears at our standard rates, which may change from time to time and are available upon request.

Additional Charges: If additional costs for providing non-standard services are incurred due to your use or treatment of the premises, including deep cleaning, unusual waste disposal, pest control, and additional security measures, we reserve the right to charge you the costs for these services along with an additional administrative fee of 20%.

Discounts, Special Offers, and Deals: If you have been granted a special discount, offer, or deal, we reserve the right to terminate this discount, special offer, or deal without prior notice if you substantially breach the contract.

10. Compliance with legal requirements

The Member is solely responsible to obtain all notifications and permits required for its or for the Admitted Persons' activity and operation. Any costs incurred shall be borne in full by the Member. Compliance with all relevant legal requirements regarding the use and operation of any Provided Item is the sole responsibility of the Member.

11. Members' responsibility for Admitted Persons, employees, representatives, agents etc.

Acts and omissions of the Admitted Persons, the Members' employees, representatives, agents or other individuals being present at the Site on behalf of the Member shall be considered being acts and omissions of the Member. The Member shall be entirely responsible



for these acts and omissions. You are liable for damages caused by you or Admitted Persons on the Site with your express or implied permission, including but not limited to all employees, contractors, and/or agents.

12. Insurance obligations

Innofuse shall complete the usual property insurance for the Site at its own expense. However, the Member is obliged to insure all other risks and its own expense. These other risks to be ensured by the Member include but are not limited to theft, the Member's business and operation, general liability insurance, business interruption, furniture insurance as well as insurance for any sample/warehouse.

13. Innofuse's liability

Our Liability in general: TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT, INCLUDING LOSSES AND DAMAGES RESULTING FROM OUR FAILURE TO PROVIDE A SERVICE DUE TO A MECHANICAL FAILURE, STRIKE, OR OTHER EVENT BEYOND OUR CONTROL, UNLESS WE HAVE ACTED INTENTIONALLY OR NEGLIGENTLY. INNOFUSE IS ESPECIALLY NOT LIABLE FOR THEFT, MISUSE OF INFORMATION BY OTHER MEMBERS (INCLUDING ADMITTED PERSONS) OR ANY DAMAGE RESULTING FROM FAILURES OR IMPROPER HANDLING OF THE PROVIDED ITEMS. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOSSES OR DAMAGES UNTIL YOU HAVE NOTIFIED US OF THESE IN WRITING AND ALLOWED US A REASONABLE TIME TO RECTIFY THEM. SHOULD WE BE LIABLE FOR THE NON-PROVISION OF A SERVICE UNDER THE AGREEMENT, SUBJECT TO THE EXCLUSIONS AND LIMITATIONS STATED BELOW, WE WILL REIMBURSE ACTUAL AND REASONABLE ADDITIONAL COSTS INCURRED BY YOU TO OBTAIN THE SAME OR SIMILAR SERVICE FROM ANOTHER PROVIDER.

Our Liability in particular to the Web-Platform: THE WEB-PLATFORM AND ITS CONTENTS ARE PROVIDED BY INNOFUSE "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED. INNOFUSE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT WILL INNOFUSE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, COMPENSATORY, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND WHATSOEVER, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR DATA, ARISING OUT OF OR IN CONNECTION WITH THE WEB-PLATFORM, ANY SITE OR SERVICES LINKED THROUGH THIS WEB-PLATFORM, OR ANY COPYING, DISPLAY OR USE THEREOF, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, EVEN IF INNOFUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM ANY MISTAKE, OMISSION, VIRUS, DELAY OR INTERRUPTION IN OPERATION OR SERVICE REGARDLESS OF THE REASON. INNOFUSE WILL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING OUT OF OR ANY WAY RELATED TO ANY THIRD PARTY WEB SITES OR THEIR CONTENT ACCESSED THROUGH LINKS IN THIS WEB-PLATFORM, YOUR USE OF THIS WEB-PLATFORM OR YOUR USE OF ANY EQUIPMENT OF SOFTWARE IN CONNECTION WITH THIS WEB-PLATFORM. Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply but liability shall be limited to the fullest extent permitted by law. Further, You agree to indemnify



and hold harmless Innofuse from any third party claim, action, demand, loss or damages (including attorneys' fees and costs) arising out of or relating to your violation of these General Provisions, your use of the Web-Platform or your violation of any rights of a third party.

Your Insurance: It is your responsibility to insure property brought into the Site by you, mail sent or received by you, and your own liability to your employees and third parties accordingly. We strongly recommend obtaining such insurance.

IT Services and Obligations: While we have security-related internet protocols and strive to provide seamless internet connectivity, HOWEVER, WE DO NOT GUARANTEE A SPECIFIC LEVEL OF NETWORK OR INTERNET CONNECTION OR THE SECURITY OF IT INFORMATION AND DATA STORED THERE. You should take any security measures (such as encryption) that you deem appropriate for your business. Your sole and exclusive remedy for connectivity issues attributable to us is the resolution of the issue by us within a reasonable timeframe after receiving your relevant notification.

EXCLUSION OF CONSEQUENTIAL DAMAGES: UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR BUSINESS LOSSES, LOST PROFITS, LOST EXPECTED SAVINGS, DATA LOSS OR DAMAGE, THIRD-PARTY CLAIMS, AND OTHER CONSEQUENTIAL DAMAGES. WE STRONGLY RECOMMEND THAT YOU OBTAIN INSURANCE AGAINST SUCH POTENTIAL LOSSES, DAMAGES, EXPENSES, OR LIABILITY RISKS.

Limitation of Financial Liability: In any event, our liability to you is subject to the following limits:

- i. Unlimited in case of personal injury or death;
- ii. Regarding other losses or damages, up to a maximum amount of 100% of the total fees paid between the date of commencing the services under the Agreement and the date of occurrence of the relevant claim, or, if higher and applicable only to office contracts, 50,000 CHF.

14. Privacy Policies and Cookie Policy

Each Party must comply with all applicable data protection laws. How we process your personal data is outlined in our Privacy Policy as well as Cookie Policy.

You acknowledge and agree that we may collect and process personal data relating to you and/or your employees during the term of our service contract with you. Such personal data will be processed in accordance with our Privacy Policy as well as Cookie Policy. Wherever you provide us with this data, you must ensure the necessary consents and notifications are in place to enable this.

15. Miscellaneous

Entire Agreement: The Agreement (including any annexes) shall supersede all prior verbal and written agreements, letters or other communications or understandings of the Parties relating to the subject matter of the Agreement and shall constitute the entire agreement between the Parties.

Assignment and other Dealings: The Member shall not assign, transfer, charge or otherwise deal with all or any of its rights or obligations under the Agreement in whole or in part, nor grant, declare, create or dispose of any right or interest in it without the prior written consent of Innofuse.

Variation: An amendment of any of the provisions of the Agreement is only valid if it is signed in written form by each Party or authorized representatives. Any provision contained in the Agreement may only be waived or amended by a document signed by the Party waiving or amending such provision. The aforementioned written form shall be deemed to be fulfilled if



the Parties have exchanged pdf copies or facsimile copies containing the scanned signatures of the Parties, including signatures in electronic form (such as Skribble, DocuSign or AdobeSign).

Severance: Should any part or provision of the Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of the Agreement shall nonetheless remain valid. In this case, Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

16. Applicable Law in Case of Disputes and Place of Jurisdiction

Applicable Law: The Agreement shall be governed by and construed in accordance with the laws of Switzerland without regard to its principles on conflict of laws. The application of the CISG is excluded.

Place of Jurisdiction: The courts of Basel City shall have exclusive jurisdiction for any dispute arising out of or in connection with the Agreement. InnoFuse right, however, to alternatively sue the Member before any court which is competent according to the law is reserved.

**

*