



GENERAL TERMS AND CONDITIONS

TSH MEMBERSHIP ITALY

1 DEFINITIONS

In these general terms and conditions, the following terms have the meaning as described below:

Agreement	means these general terms and conditions, the Contract, the Annexes and any future policies We provide to You together.
Annex(es)	means any annex to these general terms and conditions.
Article	an article in these general terms and conditions.
Business Day	means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for general business in Italy.
Commencement Date	means the commencement date of Your Membership as specified on the Contract.
Consumer	means any natural person acting for purposes which are outside his or her trade, business, craft or profession.
Contract	means the confirmation email You receive from TSH, setting out specific terms of your Membership, including but not limited to the type of Membership, the Commencement Date, the Term and Membership Fees, and to which these general terms and conditions apply.
Deposit	means the Deposit to be paid by the Head User for a Membership as stated in the Contract. The purpose of the Deposit is to secure TSH's claims against the Head User and/or the Member resulting from the Agreement, in particular claims relating to payment of the Membership Fee, including in case of cancellation, and damages culpably caused by the Member during the term of the Agreement.
Guest	means any person invited by a Member to use the Home Hub as a temporary visitor.
Force Majeure	means any circumstance not within a Party's reasonable control including, acts of God, flood, civil war, terrorist attack, government regulation, disaster, fire, explosion, collapse of buildings, earthquake, strikes, civil commotion or riots, or other similar cause beyond the control of the Parties making it inadvisable, illegal, or impossible to fulfil the obligations of the Agreement.
Head User	means the Member that concludes the Agreement for the performance of the Services, i.e. You.
Home Hub	means the hotel operated by TSH
House Rules	means the house rules applicable in the Home Hub, which are an Annex to the Agreement or made available during the online registration process and which can be requested at the reception of the Home Hub.
Initial Term	has the meaning ascribed to it under Article <u>3.2</u> .
Member	means any person, whether natural or legal, with a Membership at TSH. For the avoidance of doubt, this includes the Head User.
Member Account	means the account of the Member in the Member App which includes all the Members as submitted by the Head User.



Member App	means the application where Members can check invoices, purchase additional services, report complaints, book meeting rooms and change or update personal contact details.
Member Properties	has the meaning ascribed to it under Article 4.2 .
Member Spaces	means the areas within the Home Hub which TSH has indicated are accessible to the Members.
Membership	means any of the different types of Memberships You may choose when You enter into the Agreement
Membership Card	means the card which You will be required to obtain in order to register for an account to use certain features of the Site.
Membership Fee	means the monthly fee due for the Membership.
Office	means a private lockable office space located in the Home Hub.
Parties	means You and TSH collectively.
Party	means either You or TSH.
Payment	means the payment of the Membership Fee and possible additional services, as described in more detail in Article 5 .
Payment Date	has the meaning ascribed to it under Article 5.2 .
Renewal Term	has the meaning ascribed to it under Article 3.3 .
Services	means the services TSH provides to You as specified at the Contract and as set out in Article 6 .
Term	means the Initial Term or a Renewal Term.
TSH / We / Us	means the TSH affiliate (which is determined by the location) that enters into the Agreement, as specified in the Contract.
Workspace	means a designated Workspace located in your Home Hub.
You / Your	means the Head User.

2 PURPOSE

- 2.1 These terms and conditions are applicable to the Parties indicated in the Contract. The purpose of the Agreement is the provision of the Services by TSH. The assignment of the use of the Home Hub does not generate ownership or lease rights in Your favor.

3 TERM AND TERMINATION

- 3.1 **Commencement date** The Agreement is effective from the Commencement Date.
- 3.2 **Initial term** The initial term of the Agreement is specified in the Contract.
- 3.3 **Automatic renewal** After the Initial Term has lapsed, your Contract will automatically renew for 1 month periods.
- 3.4 **Termination for convenience Membership** If you have an Initial Term of 1 month, you may terminate your Agreement after the Initial Term has lapsed, at any time by providing TSH with a written notice 14 days in advance. If your Initial Term is 6 or 12 months, you may terminate your Agreement after the Initial Term has lapsed at any time by providing TSH with a written notice 30 days in advance. The termination notice period shall commence on the first calendar day of the month following the month in which the termination notice was served.
- 3.5 **Termination for convenience Workspace or Office** If you have a Membership which



includes a Workspace or an Office, You may terminate your Agreement by giving TSH 60 days prior written notice. The 60 day period shall commence on the first calendar day of the month following the month in which the termination notice was received.

3.6 **Notice of Termination** You can terminate your Agreement by sending TSH a written notice via the Member App.

3.7 **Suspension or termination for cause by TSH.** TSH reserves the right to (temporarily) suspend its Services or terminate the Agreement with immediate effect in the event of:

- (a) termination, expiration or material loss of rights to the Home Hub or Site, preventing TSH from performing under the Agreement;
- (b) use of the Home Hub in violation of Article 7.1 and/or Article 7.2;
- (c) any late Payments as specified in Article 5.3;
- (d) Your involvement in debt restructuring, (preliminary) suspension of payments, (request for) bankruptcy, liquidation or any other (local or foreign) insolvency proceedings;
- (e) a Force Majeure lasting more than fifteen (15) days; or
- (f) any other breach of this Agreement by You or any Members on Your Member Account. If this breach is repairable, TSH will grant You a reasonable period of no more than five (5) Business Days to repair the breach.

In case of a suspension or termination under this Article 3.4, You remain liable for any amounts due under the Agreement and such termination will be without prejudice to TSH's rights to collect Payments or any other damages TSH may have incurred. TSH will not be liable to You for a suspension or termination in accordance with this Article 3.4.

4 (POST-)TERMINATION OBLIGATIONS

4.1 **Your last day** When Your Membership ends, You must properly clean Your Workspace or Office (if applicable) and return your Membership Card by the last day of the Agreement. You are responsible for ensuring that all Members on Your Member Account (if any) comply with this requirement.

4.2 **Removal of property** If you are using a Workspace or Office, You are obliged to remove all of Your, Your Members', and Your or Your Members' Guests' properties (the **Member Properties**) from the Workspace and/or Office ultimately on the last day of your Agreement, which means any items present in the Workspace and/or Office, which are not TSH's property. If you fail to timely remove the Member Properties, and after We provided You with written notice granting You the possibility to remove the Member Properties within five (5) Business Days, TSH has the right to remove any of the Member Properties. For the avoidance of doubt, TSH will in such event have no obligation whatsoever to store and/or guard the Member Properties. TSH will not be liable for any damages or losses. If Member



Properties are left behind, TSH may charge the costs TSH reasonably incurred in the process of removing the Member Properties to You. You shall indemnify us for any claims of Members in relation to the removal of Member Properties by TSH. At the end of the Term, We will not forward or hold any of your mail and/or other packages delivered to Us. We will not be liable for any loss or damage if you fail to redirect the delivery of mail and/or packages to a different address.

5 PAYMENT

5.1 **First Payment** The first Payment is required before You can make use of your Membership. Upon receipt of the first Payment and once You have collected Your Access Card TSH will grant you access to the Home Hub starting from the Commencement Date of Your Contract. The first Payment includes:

- (a) the Membership Fee for the first month of Your Membership as specified in the Contract;
- (b) a welcome Fee (one-time fee); and
- (c) the Deposit, if applicable.

The invoice for the first Payment can be found in the Member App.

5.2 **Subsequent Payments / Monthly membership fees** Any subsequent Payments of the Membership Fee must be made using either a credit card or, if offered as payment method, a debit card or any other method as agreed with TSH, unless agreed in writing otherwise with TSH, on or before the first day of each month (**Payment Date**). All the invoices for the Membership Fees can be found in the Membership App.

5.3 **Direct debit authorization** If you choose payment via direct debit, You authorize TSH to initiate direct debit transactions from Your designated bank account for the payment of all amounts due under this Agreement. Such direct debits shall occur in accordance with the agreed payment schedule included in your Contract. You confirm that the bank account details provided are accurate and belong to You. You will ensure sufficient funds are available in the designated account on the due date of each payment. TSH is authorized to adjust the debit amount to reflect any changes to the agreed charges, with prior notification to You in accordance with the terms of this Agreement. You retain the right to cancel this authorization at any time by providing TSH with written notice, allowing at least 30 days for processing. Cancellation of this authorization does not absolve You of any outstanding payments due under this Agreement. TSH reserves the right to terminate this authorization upon written notice to You in the event of repeated failed payment attempts.

5.4 **Additional services** TSH may make additional services available to You, which You can find and purchase via the Member App. The costs for these additional services will be included on your monthly invoice.



- 5.5 **Late Payments** In the event TSH is not able to collect or only able to partly collect a Payment on the Payment Date, or if the Payment is reversed after the Payment Date, TSH will send You a default notice for the relevant Payment providing You with an additional payment period of ten (10) Business Days (or fourteen (14) calendar days for Consumers). If You fail to make the Payment within this additional period, TSH has the right to immediately suspend or terminate the Agreement in accordance with Article 3.4(c), regardless of the amount of the relevant late Payment and irrespective of any other rights TSH may have under the applicable law.
- 5.6 **Refund of Deposit (if applicable)** If You are using a Workspace or Office, we will check the Workspace and/or Office used by You and any of the Members pursuant to this Agreement ultimately on the last day of your Agreement to identify whether any damages were caused to the Workspace and/or Office by You or any of the Members. In addition, We will review any outstanding balances owed by You or any of the Members to Us. Any identified damages and outstanding balances will be deducted from the Deposit. To the extent no damages or outstanding balances have been identified by Us, We will return the Deposit paid by You within two (2) months after the end of the Agreement. TSH reserves the right to claim damages exceeding the amount of the Deposit. You may not offset the Deposit against any Payments or any other claims due.
- 5.7 **Annual increase** Every first of January, TSH has the right to index the monthly Membership Fee with a percentage equivalent to the annual increase of the (Italian) Consumer Price Index as published by Italian National Statistics Institute (ISTAT). Notwithstanding the aforementioned, if You are a Consumer, the Membership Fee will not be increased, the first time, if the first of January falls within the first three (3) months of Your Membership.

6 SERVICES

- 6.1 **Description of the Services** From the Commencement Date and in return for the Payment, You have the right to use the Membership as set out on the Contract. You can view all the services associated with your Membership on the Member App.
- 6.2 **Experiences** As part of your Membership, you may have access to a variety of experiences and offerings within your Home Hub. However TSH cannot guarantee that all experiences will be available at your Home Hub or that they will fall within the scope of your Membership. Availability may vary depending on the specific TSH location, and certain experiences may be subject to additional terms, conditions, or charges.
- 6.3 **Buy-ups** As part of your Membership you are eligible to purchase certain additional services, such as a Workspace, an Office, and access to all other locations of TSH.
- 6.4 **Workspace** If you have chosen to use a Workspace or an Office, You are eligible to receive



the following services:

- a) Access to and use of the Workspace or Office.
- b) Regular maintenance of the Workspace or Office, including cleaning.
- c) Furnishings for the Workspace or Office of the quality and in the quantity typically provided to other member companies with similar office space, workstations, and/or other workspace, as applicable.
- d) Electricity for reasonable office use of the Workspace or Office.
- e) Acceptance of mail and small package deliveries in connection with regular office use at the front desk during Business Day.
- f) Access to and use of the shared internet connection.
- g) Access to and use of the printers, copiers and/or scanners available to all members and member companies in the Home Hub, in each case subject to availability and payment of any fees applicable thereto.
- h) Access to and use of the meeting rooms at the Home Hub, in each case subject to availability, prior reservation, and payment of any fees applicable thereto.
- i) Use of common areas, kitchens and beverages made available for all Members.
- j) Opportunity to participate in Members-only benefits and promotions.

6.5 **Business address** If included in your Membership, you may use TSH's address as Your business address during the Term. Upon termination of the Agreement, You shall (i) refrain from using or communicating TSH's address as Your business address, (ii) refrain from any actions that may imply Your business address is still at TSH's address and (iii) take all necessary actions to deregister TSH's address as Your business address with all relevant authorities, including but not limited to government agencies, regulatory bodies, commercial registries and any other entities where Your business address has been registered or communicated. If You fail to deregister TSH's address as Your business address by the last day of Your Agreement, You hereby grant TSH a power of attorney to take all necessary actions on your behalf to deregister TSH's address with all aforementioned authorities.

6.6 **Penalty for not deregistering** Failure to comply with the obligations in Article 5.2(i)-(ii) will result in a penalty of EUR 100 per confirmed non-compliance. Failure to comply with the obligation in Article 6.2(iii) will result in a penalty of EUR 100 per day until You have deregistered Your business address at TSH's address. Additionally, any costs incurred by TSH due to Your non-compliance with Article 6.2 will be reimbursed by You. You also indemnify TSH against any third-party claim resulting from Your non-compliance.

7 **Members**

7.1 **Access** Every Member receives a Membership Card to your Home Hub. This Membership



Card can be used for entrance to your Home Hub (including your Workspace or Office, if applicable) and can be used for printing and certain discounts. Members may also need this card for identification when they enter the Home Hub. When you sign up for Your Membership you have to create a private password that gives you access to the Member App. In case Members lose the Membership Card, the relevant access card will be blocked, and a fee of EUR 20 will be charged to that Member. With the exception of Guests, only Members may access the Member Spaces. Certain parts of the Home Hub may be publicly accessible.

- 7.2 **Member Account.** TSH does not accept any responsibility and/or liability whatsoever as regards the correctness, completeness and/or accuracy of the Member Account. The Head User has the right to adjust the Member Account.
- 7.3 **Head User** The Head User has the sole authority to alter or terminate the Agreement in accordance with its terms, and is the first point of contact for TSH for any and all matters regarding the Agreement. Upon written request, the Head User shall provide TSH with a document evidencing that the Head User is authorized or has a legally valid power of attorney to represent and bind its company in all matters regarding the Membership and this Agreement.
- 7.4 **Updates to Member Account** When replacing or adding a Member on or to the Member Account, the Head User must provide TSH with the new Member's name, his/her email address and the effective date of the change as well as with the name of the Member that is to be removed from the Member Account (if applicable). Upon confirmation by TSH, the update of the Member Account will take effect. TSH will create a profile for all (new) Members on the Member App.
- 7.5 **Guests for Membership** Members are permitted to bring one Guest with them to the Home Hub at any one time. TSH reserves the right to restrict Member or Guest access to Member Spaces. You must register all Guests through the Member App in advance. Guests are required to check-in at the host Workspace, and TSH will notify You of their arrival. A Guest may not enter the Member Spaces without that Member being present. Members may not be separated from their Guests within the Member Spaces or allow their Guests to remain in the Member's Spaces when they leave. Members are responsible for ensuring that their Guests follow all House Rules, even when the Member is not in the company of their Guests. TSH reserves the right to terminate the Agreement with immediate effect if a Member's Guest violates the TSH House Rules.
- 7.6 **Guests for Workspace or Office** The terms of this article apply to Members who have a Workspace or Office in their Membership. Per Business Day, and during opening hours only, every Member may invite maximum two (2) Guests in the Workspace of Office for a maximum of one (1) hour. If the amount of Guests or the amount of hours of visit is or will be



exceeded, the Member is obliged to book a meeting room or to purchase a day pass for the Guest. All Guests must be registered when entering the Home Hub.

- a) **Meeting rooms** Subject to availability, Members can book a meeting room for their Guests. Meeting rooms should be booked via the Member App. At all times, TSH reserves the right to rent meeting rooms to third parties and/or to use the meeting rooms and/or Member Spaces for events.
- b) **Workspace or Office not timely available** If TSH is unable to make the Workspace or Office available by the Commencement Date, TSH is not liable for any of the consequences thereof nor will this affect the validity of the Agreement. In such case, any Payments will be due from the date the Workspace or Office is made available to You and will be calculated on a pro rata basis for the first month after the Commencement Date.
- c) **Access to Home Hub** We, including any third parties designated by Us, reserve the right to access all Offices, with or without prior notice, for safety or emergency purposes or for any other legitimate purposes, including maintenance. To this end, We also reserve the right to temporarily (re)move furniture and/or other items present in the Office. We further reserve the right to temporarily alter and/or modify the Home Hub.

7.7 **Internet and technology**

- a) **WIFI** Every Member will get access to the WIFI-network of TSH, which is included in the Membership. TSH also offers a private WIFI connection which a Member can purchase in the Member App as an additional service. Due to WIFI-network failures, power outage or other reasons, loss of documents and/or files can occur. Members should back up their files frequently. We cannot be held responsible or liable for any claims, damages, losses or costs resulting or arising directly or indirectly from Members' use of or inability to use the WIFI-network of TSH, or the private WIFI connection, nor will there be any refund of Payments.
- b) **Software/technology** If you have included a Workspace or Office in your Membership, for the proper performance of any technical (computer) systems used by TSH, it may be necessary to install software on a Member's computer, tablet, or other electronic device. Further, upon a Member's request, We (or a third party engaged by Us), may assist in managing problems a Member may have in relation to any system(s). In this regard You agree that neither We, nor any third party engaged by Us: (i) are liable for any kind of damage to any Member's computer, tablet or other electronic device or system, such in the broadest sense of the word, which may result of (technical) support and/or installation or (ii) offer any kind of warranty, either expressed or implied, regarding any of such technical support.
- c) **Hardware** Members can request to lease from TSH office hardware such as monitors,



keypads, mouses, and video equipment, which a Member can purchase via the Member App. The Member accepts responsibility for the use, operation, and condition of the hardware equipment and shall be liable for any and all loss, theft, destruction, or damage due to any reason while the hardware is in the Member's possession. Upon termination or expiration of the Agreement, the Member shall return the leased hardware in the same condition as it was provided, subject to reasonable wear and tear. The Member shall be responsible for the costs of any repairs or replacements necessary to restore the hardware to its original condition.

8 USE

8.1 Use of the Workspace or Office If included in your Membership, you may use your Workspace or Office Hub for all commercial purposes which can reasonably be performed in an office as well as for private purposes. Members are not allowed to use the Workspace or Office for commercial activities that would not ordinarily be carried out in an office or which require the acquisition by the Member or TSH of compulsory consents, licenses, or permissions of any nature or as set out under Article 6.2.

8.2 Prohibited use of the Workspaces and Offices

- a) **Competition** (Employees of) companies that are, in the broadest sense, competitors of TSH are not allowed to use the Home Hub. Competitors may not be added to the Member Account or invited by Members as Guests.
- b) **Retail** Use of the Home Hub for retail purposes or other purposes than set out under Article 6.1 is not permitted.
- c) **Illegal activities** Use of the Home Hub for the purpose of any illegal activities or activities that may reasonably be considered to be against public decency, all in the broadest sense, are prohibited.

8.3 Safety and Security

- a) **Identified Damages** In case of any damage to the properties of TSH, including but not limited to damage to (entrance) doors and lockers, You are obliged to immediately report this after which TSH will repair the damage within a reasonable period.
- b) **CCTV Surveillance** For the purpose of safeguarding the security of all visitors to the Home Hub and their property, We may install video surveillance. . If we do so, We will inform You of such installation in accordance with applicable EU General Data Protection Regulation 2016/679 (**GDPR**). While we will use best efforts to protect the property of Members and their Guests, We strongly encourage You to takeout a fire and theft insurance.
- c) **Other Members** We do not control and are not responsible for the actions of any other members and/or their guests. Should a dispute arise between members and/or their



guests, TSH shall have no responsibility or obligation to participate, interfere, mediate or indemnify any party whatsoever.

8.4 **Privacy and intellectual property rights**

- a) **Privacy** In the context of our Services, TSH processes personal data of Members, this includes contact details, access logs and camera footage. For information regarding the processing of Members' personal data, including their rights please consult The Social Hub privacy statement which can be found on the website of The Social Hub (www.thesocialhub.co/privacy-policy).
- b) **Intellectual property** The (intellectual) property rights relating to design and content of TSH including but not limited to text, data files, photos, (still and / or moving) images, audio material are held by TSH or Our licensors. Without the prior written consent of TSH, any reproduction (including processing) and/or disclosure of intellectual property rights is prohibited.
- c) **Use of company name and trademarks** During the term of the Agreement and without prejudice to a Member's intellectual property rights, TSH is entitled to use a Member's company name(s) and/or trademark(s) for promotional purposes such as promotion for TSH on TSH's website. Members shall ensure that they have obtained, in writing, all permissions necessary for granting TSH the above mentioned rights.

9 **LIABILITY**

9.1 **Responsibility Head User** You are responsible all Members on your Member Account adhere to the terms of the Agreement and the House Rules. By entering into the Agreement, the Head User accepts liability for any damages TSH may incur as a result of its own, its Members' or Guests' breach of the Agreement and/or the House Rules.

9.2 **Waiver of Claims** To the maximum extent permitted by law, You, on Your own behalf and on behalf of the Members on your list and any Guests, waive any and all claims and rights against TSH and parties engaged by TSH, such in the broadest sense, for any (physical) injury, damage to, destruction, theft, or loss of any property and/or person.

9.3 **Liability and indemnification** To the maximum extent permitted by law, TSH's liability is limited to direct damages, and shall not exceed the total Membership Fees paid by You to Us under this Agreement during the twelve (12) months prior to the claim arising. Furthermore, You will indemnify TSH and any party engaged by TSH, in the broadest sense, against any and all claims, liabilities, and expenses from third parties resulting from any act or omission by You, the Members on your Member Account or Guests.

10 **FREE MEMBERSHIP**

If You have received a free membership, not all articles in these terms and conditions apply



to You. Article 5.1, 5.2 and 5.3 shall not be applicable and the below articles shall be amended as follows:

3.3 Automatic renewal After the Initial Term has lapsed, your Contract will automatically terminate without automatic renewal.

3.4 Termination for convenience Membership If you have an Initial Term of 1 month, you may terminate your Agreement after the Initial Term has lapsed, at any time by providing TSH with a written notice 14 days in advance. If your Initial Term is 2, 6 or 12 months, you may terminate your Agreement after the Initial Term has lapsed at any time by providing TSH with a written notice 30 days in advance. The termination notice period shall commence on the first calendar day of the month following the month in which the termination notice was served.

11 MISCELLANEOUS

11.1 **Governing Law** The Agreement is construed under and governed by the laws of Italy, with exception of its conflict of laws rules.

11.2 **Competent Court** In relation to any dispute arising out of or in connection with the Agreement, the House Rules or any agreement, document or instrument entered into pursuant thereto, the Parties shall first attempt in good faith to resolve the dispute. If Parties fail to resolve the dispute, the dispute shall exclusively be brought before the courts of Milan, Italy (*Tribunale di Milano*). Notwithstanding this Article 8.2, Consumers have the right to bring disputes to the court that is competent according to the applicable law and if TSH initiates proceedings against a Consumer, it will grant the Consumer one (1) month to indicate if he or she wishes to proceed before the competent court according to the applicable law instead of before the court of Amsterdam.

11.3 **Consumer laws** Nothing in these general terms and conditions prevent Consumers from exercising any statutory rights they may have under the applicable law.

11.4 **Legal nature** You hereby acknowledge that: (i) the nature of the Agreement entered into with TSH is of a provision of services and that the use of the Home Hub is assigned for the purpose of providing the Services; (ii) the relationship between TSH and You is not that of lessor-lessee or landlord-tenant; and (iii) You are not granted lease, ownership or other real property rights with respect to the Home Hub.

11.5 **Severable Provisions** Each and every provision in this Agreement shall be considered severable. To the extent that any provision of this Agreement is (held to be) invalid or void, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

11.6 **Notices** Any and all notices under this Agreement may be given by email to the email address provided by the other Party.



- 11.7 **Disclosure of information** To the extent required by law, rule, regulation, court or government order or anything similar to these, We reserve the right to disclose information about You and the Members.
- 11.8 **Headings** The headings in this Agreement are for the ease of reference only and are not to be used to interpret or construe any provision of the Agreement. Any use of 'including', or 'such as' in this Agreement should be read as being followed by 'without limitation'.
- 11.9 **Assignment** You may not transfer or assign any of your rights or obligations under this Agreement without the prior written consent of TSH. TSH is entitled to transfer or assign any of its rights or obligations under this Agreement without the prior written consent from You. You hereby agree to cooperate with any such transfer of assignment with any such transfer or assignment (in whole or in part and to the extent necessary in advance).
- 11.10 **House Rules** The House Rules of TSH apply to all Members and Guests. If Members and/or Guests do not comply with (part of) the House Rules, TSH has the right to undertake action as described in Article 3.5 of this Agreement, notwithstanding its right to claim damages. It is therefore Head User's obligation to share the House Rules with the Members on its Member Account and Guests, and to ensure that these Members and Guests comply. TSH has the right to unilaterally amend the House Rules. Amendments take effect from the moment You are notified of the amended House Rules.
- 11.11 **Entire Agreement** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and may not be changed in any manner except in writing and executed by a duly authorized representative of both Parties.
- 11.12 **Amendment of the Agreement** TSH may unilaterally amend the terms and conditions of this Agreement, with a minimum thirty (30) days' notice period. If any such amendment results in a material adverse effect on Your rights or obligations under this Agreement, You may terminate the Agreement within thirty (30) days of receiving notice of the amendment, provided You can reasonably evidence such effect. Termination shall be effective on the date the amendment would otherwise take effect, without penalty.
- 11.13 **General Terms and Conditions** Any of Your general terms and conditions do not apply.
- 11.14 **Force Majeure** Neither Party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an event of Force Majeure. Where there is an event of Force Majeure, the Party prevented from or delayed in performing its obligations must immediately notify the other Party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in performing its obligations and that Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance and to fulfil its or their obligations.
- 11.15 **Conflict of terms** If there is a conflict or inconsistency between the terms of the Contract



and these general terms and conditions, the terms of the Contract prevail.

- 11.16 **Survival of terms** Any provision that by its nature is intended to survive the expiration or termination of the Agreement, survives such termination. This includes, but is not limited to, Articles 3.5 last paragraph, 4, 5.3 up to and including 5.6, 6.6(b), 7 and 9.