

GENERAL TERMS AND CONDITIONS

1. General Terms

- 1.1. **Nature of this agreement:** This Agreement is the commercial equivalent of an agreement for accommodation(s) in a hotel. The Service Provider has the exclusive control, regulation and possession of AXS ASEANA. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENT'S FAVOUR WITH RESPECT TO THE ACCOMMODATION(S). The Service Provider is giving the Client the right to share with the Provider the use of the designated space in AXS ASEANA subject to the terms and conditions of the Service Agreement, AXS ASEANA HOUSE RULES AND REGULATIONS, ASEANA BUILDING HOUSE RULES and such memoranda that may be issued by the Service Provider and Property Management of the Building from time to time. This Agreement is personal to the Client and cannot be transferred to anyone else without prior written consent from the Service Provider unless such transfer is required by government regulations and law. This agreement is composed of the Service Agreement describing the accommodation(s), the General Terms and Conditions, AXS ASEANA HOUSE RULES AND REGULATIONS, ASEANA BUILDING HOUSE RULES and such memoranda that may be issued by the Service Provider and Property Management of the Building from time to time.
- 1.2. **UNDERTAKING, WARRANTY AND COMPLIANCE:** Client undertakes and warrants to comply with the Service Agreement, AXS ASEANA HOUSE RULES AND REGULATIONS, ASEANA BUILDING HOUSE RULES and such memoranda that may be issued by the Service Provider and Property Management of the Building from time to time
- 1.3. **IMMEDIATE TERMINATION:** The Service Provider shall terminate this Service Agreement with Notice to Client upon happening of any of the following: (a) the Client engages in behavior that is disruptive, inappropriate, or incompatible with ordinary co-working, or (b) the Client or any of their guest(s) damages property or violates house rules, or (c) the Client refuses to comply with the Service Provider's reasonable instructions or policies, or (d) the Client fails to pay the applicable day pass rate or any additional charges incurred.
If the Service Provider terminates this agreement for any of these reasons, it does not put an end to any outstanding obligations of the Client, including payment for any additional services used, requested, or required under this agreement.
- 1.4. **UNAVAILABILITY OF AXS ASEANA:** In the event that the Service Provider is unable to provide access to the co-working space or related services at AXS ASEANA, this agreement shall automatically end. The Client will only be charged for the actual hours or day used prior to the effective termination, as well as for any additional services availed within AXS ASEANA.
- 1.5. **VACATING THE PREMISES:** By the end of the scheduled booking period, the Client shall vacate AXS ASEANA, ensuring that the co-working space and any area used are left in the same clean and orderly condition as when first occupied. Any damage or loss caused by the Client or their guest(s) shall be subject to corresponding charges by the Service Provider.

- 1.6. **DAMAGES AND EXTENSION:** The Service Provider reserves the right to charge additional reasonable fees for any damage or misuse beyond normal wear and tear to any furniture, equipment, or facility within AXS ASEANA. If the Client leaves any personal property in the premises after the end of the scheduled booking period, the Service Provider may remove or dispose of it at the Client's cost without any obligation or liability for safekeeping or compensation. If the Client continues to occupy or use the co-working space beyond the scheduled booking period without prior approval, the Service Provider may charge an additional fee equivalent to the regular day pass rate, and the Client shall be responsible for any loss, claim, or liability arising from such unauthorized use.
- 1.7. **CONFIDENTIALITY:** The terms of this Agreement are confidential. Neither the Service Provider nor the Client shall disclose them without the other's consent unless required by law or an official authority. This obligation continues for a period of five (5) years from the effective date of termination.
- 1.8. **APPLICABLE LAW:** This agreement is interpreted and enforced in accordance with Philippine Law. All legal actions arising from or in connection with this Contract shall be brought in the proper court in the City of Parañaque only to the exclusion of all other venue of actions. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force

2. Services and Obligations

- 2.1. **ACCESS TO CO-WORKING SPACE:** The Service Provider's obligation is to provide the Client access to the co-working space during regular operating hours on the date specified in this Agreement. Access is non-exclusive and subject to available seating. The Client shall have access to common areas, including Wi-Fi, pantry, desks, and lounge facilities. Additional charges shall apply for optional services such as meeting room use, printing, and other billable amenities. The Service Provider reserves the right to relocate or assign the Client to a different co-working area when necessary for operational reasons. No specific desk location or storage space is guaranteed. The Client shall comply with all house rules, policies, and security procedures implemented by the Service Provider to ensure the orderly use of the premises.
- 2.2. **THE PROVIDER'S IT:** WHILST THE PROVIDER HAS A FIREWALL AND INTERNET SECURITY PROTOCOLS, THE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THE PROVIDER'S NETWORK (OR THE INTERNET) OR OF ANY INFORMATION THAT THE CLIENT PLACES ON IT. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances. The Service Provider cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of the Provider's network (or the internet). The Service Provider assumes no responsibility for the inadequacy, quality interruption or disconnection of the network connection or internet consumed or supplied in AXS ASEANA.
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GENERAL TERMS AND CONDITIONS

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3. Permitted Use

- 3.1. The Client shall use the Co-Working Day Pass for personal or business work purposes only. Use of the space for “retail” or “medical” activities, involving frequent visits by members of the public, shall not be permitted. Online or actual/physical gaming operations shall not be allowed in AXS ASEANA Co-Working Space.
- 3.2. The Client may use the Co-Working Space address only as a temporary work location during the Day Pass period. The address shall not be used for business registration, mail receipt, or any other purpose without the prior written consent of the Service Provider.
- 3.3. The Client shall maintain proper decorum at all times and refrain from any disruptive behavior, illegal acts, gambling, or immoral activities. The Client must respect the privacy, comfort, and quiet enjoyment of other users of the Co-Working Space.
- 3.4. Guest and Visitor Policy – Desk Use and Day Pass: The Co-Working Day Pass is issued for individual use. The Client may accommodate one guest only for brief business meetings, subject to prior registration and approval by the Service Provider. All guests must check in at reception, comply with house rules, and remain under the Client’s supervision at all times.
 - a) Desk Use (Day Pass): If the Client has only availed a single desk, the guest must remain at the Client’s desk or in a designated meeting area provided by the Service Provider. Guests are not permitted to occupy additional desks without prior approval.
 - b) Visitor Day Pass Option: For longer visits or access to member areas, the Client or Member may register the visitor for Day Pass at the designated rate. Visitors may use member areas and work independently, but the Client or Member remains responsible for their conduct.
 - c) Meeting Rooms: If the Client or Member has booked a meeting room, the total number of occupants, including the Client or Member, registered participants, and any guests, must not exceed the room’s maximum capacity as determined by the Service Provider. Any guest visit in a meeting room is allowed only with prior approval and must comply with the room’s capacity and usage rules.
 - d) Guest Duration: Guest visits shall be limited to a maximum of 30 minutes unless otherwise approved by the Service Provider. Guests may remain only in the Client’s designated area or the authorized common area within this period.
 - e) Responsibility: The Client is responsible for the behavior, safety, and compliance of their guest at all times. The Service Provider reserves the right to deny entry or revoke access for any guest or Client/Member found in violation of house rules or this policy.

4. Compliance

- 4.1. Comply with the law: The Client undertakes and warrant that it is conducting business in accordance

with Philippine laws and government regulations. The Client shall not conduct illegal activities within the Co-working Space otherwise the same shall be an immediate ground for termination of this Service Agreement. The Client shall not do anything that may interfere with the use of the Co-working Space by the Service Provider or by others, (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, increase the insurance premiums the Service Provider has to pay, or cause loss or damage to the Service Provider (including damage to reputation) or to the owner of any interest in the building which contains the Co-working space that the Client is occupying. Both the Client and the Service Provider shall comply at all times with all relevant anti-bribery and anti-corruption laws.

- 4.2. If the Service Provider is advised by any government authority or regulatory body that there is reasonable suspicion of the Client engaging in any unlawful or criminal activity within the Co-Working Space or any part of the Building, the Service Provider may immediately revoke the Client’s Day Pass and deny further access. No refund shall be provided in such cases.

5. **Fees:** Fees, Taxes and duty charges: The Client agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which it is required to pay to any governmental authority and shall submit proof of the same to the Service Provider; (ii) any taxes paid in advance by the Service Provider to any governmental authority that are attributable to the occupation/accommodation(s), including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, documentary stamp tax or other documentary taxes and fees; and (iii) and such fees and charges in connection to the use of additional variable services which are excluded in the coverage of this Service Agreement.
6. **Payment:** All Co-Working Day Pass bookings made through the Service Provider’s website must be fully paid at the time of booking. Access will only be granted upon successful payment confirmation.

- 6.1. Any optional services availed onsite must be paid separately and immediately upon use.
- 6.2. Non-Refundability: All payments for Day pass bookings are non-refundable and non-transferable, except when access is denied due to reasons attributable solely to the Service Provider

7. Cancellation and Schedule Movement Policy

- 7.1. All confirmed bookings are final, non-cancellable, non-refundable, and non-transferable. Once payment has been made and the booking has been confirmed, the Client may not cancel the reservation for any reason, except when access is denied due solely to the fault of the Service Provider.
- 7.2. Limited Schedule Movement: a) The Client may request to move or reschedule their booking once, provided the request is made at least forty-eight (48) hours prior to the original schedule and subject to availability. b) Any reschedule request made less than forty-eight (48) hours prior to the scheduled booking shall not be honored and shall be treated as used/consumed, with no refund and no credit applicable.

GENERAL TERMS AND CONDITIONS

- 7.3. **No Show Policy:** Failure of the Client to arrive within thirty (30) minutes from the reserved start time without prior notice shall be considered a no-show. No-show bookings are deemed consumed and shall not be refunded, credited, or rescheduled.
8. **Amendments:** Service Provider may update these Terms and Conditions from time to time to ensure smooth operations. Any updates will take effect once posted and shall govern all future use of the co-working space and related services.

