

Oya Terms and Conditions

Welcome to Oya, the online business-to-business marketplace that helps you find unused and underutilised spaces. We tried to make our Terms and Conditions easy to read and understand. Please take the time to read them carefully.

When "Oya," "we," "us," and "our," are mentioned below it refers to Oya Space Ltd, 11 Ritson Road, London, E8 1DE. There are two types of Oya users: 1) Space Users (our users who use Space Owner Services); 2) Space Owners (our users who offer Space Owner Services to Space Users). "Users" are users of the Platform and can be Space Users or Space Owners (as applicable) ("you", "your", "yours", "yourself", "yourselves").

We provide the Oya platform ("Platform") to help users connect with each other to book spaces but do not endorse any specific Space User or Space Owner registered with, or offered through, the Platform.

Each user is independent and Space Users and Space Owners are independent contractors, unaffiliated with Oya, that are solely responsible for the character, quality, utility and provision of any Space they provide, or do not provide, to you.

1: General Terms

1.1 Services

(a) *Platform Services.* Oya is a business to business marketplace provider that offers two different services to its users.

Oya connects them all through the Platform which is the online marketplace that allows our users to connect, communicate, and transact with each other directly through "Bookings." We are continuously improving the Platform for all users and reserve the right to make changes in our discretion. Changes we make to the Platform, including discontinuing certain features, affect all users and we try to minimise disruption to users. However, these changes may affect users differently. We are not responsible if any specific changes we make to the Platform adversely affect how you use them.

(b) *Space Owner Services*. Space Owners may use our Platform to offer a specific location, room, site, or other area (a "Space") to a Space User to use for a specific time and purpose (an "Event") using our Platform. The details of each Space, including its availability, booking price, additional fees, rules, and other terms are provided in a "Listing." Please note, Oya does not own, lease, or control the Spaces listed, and does not make decisions surrounding whether to accept a Booking.

2 Using Our Services

(a) *Eligibility*. You must be at least 18 years of age and able to enter into legally binding contracts in order to access and use the Platform, create an account, or utilise any of the Platform Services. By using the Platform and our Platform Services, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

(b) *Third Party Services and Content*. Our Platform is made available to you in connection with the offering of third party services that Oya does not control. Oya does not endorse any such third party services and in no event shall Oya be liable or responsible for any third party services or third party services providers (i.e. Space Owners).

(c) *Booking a Space*. Our Platform allows users to connect to third-parties to book Spaces. Space Owners control the availability, quality, and terms of their Listings. It is your responsibility to evaluate each Space User and Space Owner with whom you choose to contract, communicate, or otherwise interact. Oya is not responsible for the content posted by our users, nor are we responsible for the quality of the Spaces offered. We do not assume any responsibility for the confirmation of any user's identity, however, notwithstanding the foregoing, and as permitted by applicable laws, we may, but have no obligation to, take efforts to verify the identity of users and/or screen them against public and private databases for the purposes of preventing fraudulent activity and providing a safe transacting community.

(d) *Bookings*. When users enter into Bookings with one another (i.e. when a Space Owner confirms a Booking request from a Space User), they enter into a contract directly with one another. Oya does not become a party to the contract between users. Oya is not acting as an agent for any user. Users are prohibited from using the Oya platform to facilitate contracts outside of the Platform.

(e) *Communication With Oya*. You agree that Oya may contact you by telephone, text messages or SMS (including by an automatic telephone dialling system), through electronic messaging on the Platform, or via email at any of the communication methods provided by you or on your behalf in connection with your Account, to discuss your booking. If you have signed up for mailers, or registered your interest in receiving marketing or other information and thereby given your consent, you may be contacted with relevant promotions, offers or

information that you have expressed an interest in or that might be of interest to you. If you do not wish to receive further material please unsubscribe using the information in our Privacy & Cookies Policy. We will always respect your privacy and any personal communication between you and ourselves. We will always comply with United Kingdom data protection legislation.

(f) *Contractual Disputes Between Users*. Oya may facilitate the resolution of disputes between users, but does not become a party to any contract by doing so. We are not responsible to you or any third party for providing, or for the condition or nature of, any Space. Space Owners and Space Users are independent third-parties and are not affiliated, controlled by, or employed by Oya. Space Owners set their own prices, use their own facilities and resources, and may condition use of Spaces as they feel is appropriate for their business.

1.3 Your Account

(a) *Registration*. Before using the Platform or Platform Services, you must create an account with Oya ("Account") and provide us with information about yourself or your company.

(b) *Account Security*. You will be required to provide an email address and password to keep your Account secure and agree to keep this private and secure. You are responsible for any actions associated with your Account whether or not authorised.

(c) *Account Updates*. We may ask that you update your Account or provide additional or different information at any time. This includes requiring additional details about Spaces or payment information. You are required to update all Account information necessary to maintain compliance with these Terms and Conditions, including but not limited to maintaining proper contact information and payment information.

(d) *Account Termination By You*. You may terminate your Account at any time by notifying us. You are responsible for all activity associated with your Account made before it is closed including: (i) payment of Fees, Taxes, Fines or other charges; (ii) providing use of Spaces to Space Users as previously Booked; or (iii) other liabilities caused by or resulting from use of the Platform or Service. We may retain Content and continue to display and use any public Content (including comments or reviews of Spaces) after your Account is terminated. Termination of your Account does not terminate any contractual arrangements you have with third parties, including any obligations to government entities for tax purposes.

(e) *Account Termination By Us*. We may suspend your Account--including your ability to communicate with other users, receive payments, or complete Bookings--or terminate this PSA and your Account at any time and based on our sole discretion without limitation. We are likely to terminate your account if (i)

we believe that use of your Account poses a risk to Oya, you, other users, or third parties; (ii) there is evidence of actual or potential fraud by you or on your behalf; (iii) you fail to respond to communications from us or other users.

1.4 Fees and Taxes

(a) *Fees and Payments.* You understand that Oya may initiate charges to you for the goods or services you receive. By using our Platform Services, you authorize Oya to receive and/or enable your payment of applicable charges for the goods or services obtained through your use of the Platform and Platform Services.

You acknowledge and accept that, as between you and Oya, Oya may revise charges for any services obtained through use of the Platform at any time in Oya's sole discretion. Oya will make reasonable efforts to inform you of the charges incurred through your use of the Platform Services, but you shall be responsible for all charges incurred under your Account regardless of your awareness of such charges. The charges you incur may be owed directly to third party service providers (like Space Owners), and Oya will collect those charges from you, on the third party's behalf as their limited collection agent, and payment of such charges by you will be considered the same as if made directly by you to the third party service provider. Oya reserves the right to otherwise collect payment from you and pursue any remedies available to Oya in circumstances in which you are deemed liable or owing for any unpaid fees, damages, fines or other sums for which you are responsible, as decided by Oya in its sole discretion and in accordance with these Terms and Conditions, the applicable policy set by Oya, and/or the terms of the Booking Agreement mentioned in the Listing.

(b) *Fees Charged by Oya.* Oya charges services fees to its users in exchange for use of the Platform Services. Space Owners are charged Space Owner Fees and Space Users are charged Space User Fees (collectively "Service Fees"). All applicable Service Fees and Taxes will be displayed to the applicable user prior to completion of a Booking. Oya reserves the right to alter or amend its fees at any time and such changes will become effective after reasonable notice has been given.

(c) *Space Owner Charges and Additional Fees.* A Booking provides a limited use of a Space as described in the Listing and Booking Agreement, if applicable, for which the Space Owner charges a fee (the "Booking Price"). A Space Owner may sometimes also charge a Cleaning Fee in association with the use of a Space. If you use a Space beyond that specified in your agreement with another user you will be responsible for payment of additional Fees ("Additional Fees"). Additional Fees are determined based on the factors described in the Listing. As a Space User, you are solely responsible for any damage done to the Space or the Amenities by anyone attending or working at the Space. Space Owners must

notify us within 72 hours days of a Space User exceeding the permitted use of the Space and specifically request payment of Additional Fees. Users agree that Oya may, in its sole discretion, determine whether a Space Owner is entitled to receive Additional Fees in accordance with these Terms and Conditions, the applicable policy set by Oya, and/or the terms of the Booking Agreement between the Space User and Space Owner mentioned in the Listing.

(d) All Fees and Deposits, as applicable, will be identified prior to completing your Booking. If held by Oya, at our option, Deposits may be credited to your Booking or returned when the Space is returned in acceptable condition and free of any material damage. While we may facilitate the collection of Fees and Deposits for Space Owners, once remitted to Space Owners, we are not responsible for the return of Fees or Deposits to Space Users, where applicable.

(e) *Taxes and Fines.* You are solely responsible for payment of all taxes, levies, penalties, and other costs imposed by any taxing authority or government agency related to Listing or Booking. Except as required by Law, Oya will not calculate, track or pay Taxes or submit Tax reporting on your behalf. You are responsible for all Taxes owed for Booking or Listing a Space, including, without limitation, accurate calculation of Taxes due, timely remittance of Taxes to the appropriate taxing authority and maintenance of any required records and accounts. If any taxing authority demands that we pay such Taxes on your behalf, you are immediately liable to us for such Taxes and will reimburse or pay Oya for such Taxes upon demand.

(f) *Payment.* You will timely and fully pay any Fees, Deposits, Taxes, Fines, or other amounts you owe. If you owe amounts and we are unable to receive payment through the Platform for any reason, then we may require that you pay through other means (such as direct debit, wire transfer, or cheque). We may set-off any amounts owed to us through collection of funds that would otherwise be payable to you through the Platform. You are responsible for any costs or expenses associated with our recovering Fees, Taxes, or Fines owed, including our legal fees or expenses.

(g) *Payment Processing.* Acceptance and payment of funds between users or Oya on the Platform ("Payment Processing") is provided by Stripe. As a condition of using Payment Processing, you must provide accurate and complete information about you and your business and you authorise us to share this information to Stripe. All bank and credit card information is sent directly to and stored with Stripe using their security protocols. Oya does not store your payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of Payment Processing is conditioned upon your compliance with the Stripe Agreement, and if the Stripe Agreement is terminated by Stripe you may not be able to use the Platform, or have your Account suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.

Each Paying User acknowledges and agrees that, notwithstanding the fact that Oya is not a party to the agreement between you and the Collecting User, Oya acts as the Collecting User's payment collection agent for the limited purpose of accepting payments from you on behalf of the Collecting User. Once a Paying User makes payment of funds to Oya, the Paying User's payment obligation to the Collecting User for the agreed upon amount is extinguished, and Oya is responsible for remitting the funds to the Collecting User in the manner described in this PSA, which constitutes Oya's agreement with the Collecting User. In the event that Oya does not remit any funds, the Collecting User will have recourse only against Oya and not the Paying User directly.

Each Collecting User agrees that payment made by a Paying User through Oya shall be considered the same as a payment made directly to the Collecting User. The Collecting User will provide the purchased services to the Paying User in the agreed-upon manner as if the Collecting User has received the payment directly from the Paying User. Each Collecting User agrees that Oya may refund the Paying User in accordance with these Terms and Conditions (including all applicable terms referenced herein and each Collecting User understands that Oya's obligation to pay the Collecting User is subject to and conditional upon successful receipt of the associated payments from Paying User. Oya shall be obligated to make payments to Collecting User only for such amounts that have been actually received by Oya from Paying User in accordance with this PSA. In accepting appointment as the limited payment collection agent of the Collecting User, Oya assumes no liability for any acts or omissions of the Collecting User.

Section 2: Platform and Service

2.1 Using the Platform

Access: You are responsible for making all arrangements necessary for you to have access to the Platform and for ensuring that all persons who access the Platform through your Internet connection are aware of and abide by all applicable terms, including this PSA. Oya may require additional conditions or requirements to access and use the Platform, or specific areas or features of the Platform, at any time and for any reason. Access to or use of certain features of the Platform may be subject to additional policies or guidelines or may require you to accept additional terms and conditions. In the event of a conflict between the PSA and the additional terms and conditions for a specific area of the Platform, the latter terms and conditions will take precedence with respect to that specific area of the Platform, unless otherwise specified.

2.2 Ownership, Licence, and Restrictions

(a) *Oya's Intellectual Property*. Oya owns all rights, titles, and interests in the Platform and Platform Services, and all intellectual property embodied or contained in them (individually and collectively, "IP"). IP includes all registered or potential patents, copyright, trademarks, trade secrets, and other proprietary rights. Through your Account, we grant you a limited, temporary, revocable, non-transferable, non-exclusive licence to use the Platform and Service for the purposes described in this PSA and only as provided to you through the Platform. This licence does not constitute a transfer of ownership or grant you any additional rights to use the IP. You may not register, claim ownership in, or sublicense the Platform, Platform Services, or IP; use the Platform, Service, or IP in violation of this PSA or Laws; or reverse engineer or copy all or any portion of the Platform, Service, or IP (except as expressly permitted). We may suspend or close your Account and pursue legal action against you if we believe or determine that your use of the Platform, Service, or IP exceeds the scope of this grant; or that you are attempting to hack or disrupt the use of the Platform, Service, or IP by others; or that you are otherwise interfering with the normal operation of the Platform or Service.

(b) *Use of Oya's IP*. We may provide you logos or other digital media ("Logos") to help you advertise your Space to potential Space Users. Where provided, you agree to use Logos only to advertise your Space. You may not use any Logos, the Platform, or the Service for any unlawful or competitive use or in a manner that harms or tarnishes the Oya brand or reputation; and you are prohibited from modifying or using Logos in any manner that is inconsistent with our authorization or guidelines. We may terminate your right to use any Logos in our discretion upon notice to you in which event you shall cease using any such Logos.

(c) *Third-Party Rights*. Some features of the Platform are services provided by third parties. For example, the map feature may be provided by Google Maps. Your use of those features is subject to that company's Terms of Use. If you click on a link to third-party sites or services you will be directed to a site or service we do not control, and may be subject to different terms and conditions.

Section 3: Oya Services

3.1 Terms Applicable To Space Owners

(a) *Listings*. When you List a Space as a Space Owner, you must provide all required details about the Space including a description, how it may be used, the cost of a Booking, availability, a list of any facilities, current pictures, rules, and

other details about its potential uses and condition (collectively, "Description"). This includes details regarding use of any amenities, furniture, equipment, or fixtures that are part of or in the Space (collectively, "Amenities"). While it is important to communicate excitement and the benefits of your Space, the Description must be accurate and give potential Space Users a reasonably good understanding of how they may use the Space for their Event, including the disclosure of any deficiencies, restrictions, or applicable policies. Any terms or conditions included in your Listing must not conflict with the Terms and Conditions or applicable Policies unless expressly permitted by Oya in writing. For example, you may not (i) modify or expand a Space User's financial responsibilities or limit a Space User's ability to seek recourse or restitution, (ii) require Space Users to pay you directly outside the Platform.

(b) *Permission to List And Book Spaces.* You represent and warrant that you are permitted under applicable Laws to List and confirm a Booking of any Spaces provided, that Spaces comply with applicable Laws, and that you will reasonably facilitate and not obstruct the use of a Space as Booked by a Space User. In addition, you represent and warrant that any Listing you post, any Booking of a Space, or a Space User's use of a Space will not breach any agreements you have entered into with any third parties, including but not limited to, homeowners associations, facilities managers, property managers, or other agreements, and will comply with all applicable laws, rules, regulations, restrictions, or other terms placed on the Space or use of the Space.

(c) *Bookings.* Bookings are created when you accept a booking request, or receive an acceptance to a custom offer you have submitted to a Space User. Bookings are a legally binding agreement between you and a Space User which means you are required to provide the Space as described in your Listing and according to the terms agreed to in your Booking. You also agree to pay the applicable Service Fees to Oya.

(d) *Booking Price.* You are solely responsible for setting the Booking Price. You may not raise the Booking Price for a particular Space User after the Space User accepts the Booking. Oya may determine, in its sole discretion, to refund the Space User part or all of the Booking Price in accordance with its policies.

(e) *Conditions of the Space.* You are responsible for maintaining the Space and Amenities so that Space Users may reasonably use them as provided in the Description and Booking. Spaces and Amenities must be in good working order and provided to Space Users in a safe, clean and usable condition. Any plumbing, electrical, structural or other physical deficiencies or defects must be corrected or disclosed before you List a Space. Except as specified in a Booking Agreement, all water, electricity, HVAC and other utility services (exclusive of telephone and data services) shall be provided with the Space at no additional cost. The condition of the Space must be accurate to its portrayal on your Listings.

(f) *Conduct*. As a Space Owner, you are solely responsible for ensuring that Spaces and Amenities comply with all applicable Laws, local ordinances related to the condition, licensure, or registration of Spaces for use by Space Users, and payment of Taxes. We may condition your continued use of the Platform and Platform Services on your providing proof, to our reasonable satisfaction, of your compliance with Laws at any time.

(g) *Preparation for and Supervision of Event*. As a Space Owner, you are solely responsible for (i) preserving and protecting your Space and Amenities by removing and/or securing valuable, vulnerable or sensitive items, (ii) determining the appropriate types and intensities of permitted uses in your Space, (iii) evaluating the appropriateness of potential Space Users, and (iv) supervising and monitoring the Space and Amenities and your Space User's use of the Space and Amenities for the Event, to the extent (if any) you as Space Owner determine in your sole judgment.

3.2 Terms Applicable to Space Users.

(a) *Bookings*. Bookings are created when a Space Owner accepts your booking request. Bookings are a legally binding agreement between you and a Space Owner and are subject to any additional terms and conditions that the Space Owner has outlined in their listing description or via messaging, any supplemental Booking Agreements, and other terms set forth by the Space Owner, which will be provided to you prior to confirmation of a Booking. A Booking creates a contractual relationship between users. Upon Booking a Space, a Space User is (i) granted a limited, temporary, revocable licence to use a Space, in the manner, for the time, and subject to all restrictions provided, subject to these Terms and Conditions, and as confirmed through the Platform.

(b) *Booking Confirmation*. Space Users must have a valid Account in order to complete Bookings. Bookings can be completed by following the Booking process for the applicable Space. Space Users are encouraged to review the Space Description, applicable services descriptions, and confirm availability prior to Booking a Space. Applicable Fees and other charges will be shown before you complete your Booking. You are responsible for all Fees, charges, and Taxes associated with the Booking.

(c) *Conduct and Fees*. You agree to comply with any Booking Agreements throughout the Booking and use the Space only as permitted or agreed upon and consistent with the Description, and assure that any attendees do the same. During your Booking, you are responsible for (i) the behaviour and acts of any attendees, service providers, or others that access the Space, (ii) ensuring that the use does not exceed any limitations identified in the Booking, (iii) coordinating the timely setup or breakdown of your Event, or (iv) complying with applicable Laws including acquiring any required licences or permits for your

Event, hiring security personnel for larger Events, or limiting noise to certain times of the day. You are responsible for and accept all liability for any damage done to the Space or Amenities during your Event by attendees or service providers whether intentional or not, for your failure to comply with applicable Laws, and for any Fines you incur. You agree to return the Space to the Space Owner in substantially the condition as provided to you or as otherwise agreed in any Booking Agreement, and to promptly notify Space Owners of any damage done to the Space or Amenities.

(d) *Holdovers*. You agree to leave the Space no later than the end-time of your Event or at such other time as mutually agreed upon between you and the Space Owner. If you stay past the agreed upon end-time without the Space Owner's permission, you no longer have a licence to use or stay in the Space and the Space Owner is entitled to use lawful means to force you to leave the Space.

(e) *Attendees*. You are responsible for your own acts and omissions as well as the acts and omissions of your invitees or other individuals to whom you provide access to the Space (collectively referred to as "Attendees"), excluding the Space Owner and the Space Owner's invitees, if applicable. Space Users are required to ensure that Attendees meet any requirements set by the Space Owner for a Space or Event, and are made aware of and agree to any terms, conditions, rules, policies, or restrictions set by Space Owner. You agree that you are responsible for ensuring that all minors are accompanied by an adult responsible for them and that you are legally authorized to act on behalf of any minor Invitee.

3.3 Insurance

You shall acquire and maintain all insurance as required by Law and suitable for you or your business. You are solely responsible for understanding and evaluating what insurance is appropriate to cover damage, loss, injury, legal liability, and other harm specific to you, your business, your Attendees, third parties, the Space (including personal property within), and deciding what type of coverage, limits and providers are appropriate for you.

3.4 Damage and Cleaning Fees

(a) *Damages to Spaces*. Space Users are responsible for any damages that a Space User or his/her/its Attendees cause to a Space or any personal property at a Space. Space Owners shall report any damage to the Oya team within 72

hours of the Event end time. Oya will then notify the Space User of the impending Damages Claim charge.

(b) *Cleaning Fees*. While a Space Owner may charge a Cleaning Fee and is responsible for basic upkeep and removal of rubbish, Space Users are encouraged to tidy up and be respectful of the space and personal belongings during the booking. Cleaning Fees may be assessed regardless of the wear and tear placed on a Space (or the personal property within it) during an Event.

4 Indemnity

You agree to indemnify us against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by us in connection with any actual or threatened claims of any kind arising directly or indirectly from any breach or non-performance of your obligations in these Terms and Conditions or any other terms implied by law or from your negligence. This indemnity shall survive the expiry or termination of these Terms and Conditions.

5 Limitation of liability

Notwithstanding any other provision, nothing in these Terms and Conditions shall exclude or limit either party's liability for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

If you are dissatisfied with the Platform Services, or the terms of these Terms and Conditions, your sole remedy shall be to discontinue use of the Platform Services.

Without limiting the foregoing, we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control.

Other than as set out above, we shall not be liable in contract, tort, negligence, statutory duty, misrepresentation or otherwise, for any loss or damage whatsoever arising from or in any way connected with these Terms and Conditions.

Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into these Terms and Conditions by statute, common law, or otherwise and any liabilities arising from them are hereby expressly excluded to the extent permitted by law.

We shall not be liable for any loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

In the event that any limitation or exclusion of liability in these Terms and Conditions proves ineffective, then we shall not be liable to you for more than £100 in aggregate.

6 General

(a) *Clause headings:* Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.

(b) *Severability:* If any provisions hereof are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms and Conditions shall remain in full force and effect unless the business purpose of these Terms and Conditions is substantially frustrated, in which case it shall terminate without giving rise to further liability.

(c) *Assignment:* You may not assign, transfer or sub-contract any of your rights under these Terms and Conditions without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.

(d) *Waiver:* No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us from acting upon any continuing or subsequent breach or default.

(e) *Entire Agreement:* These Terms and Conditions constitutes the entire agreement as to its subject matter and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral. You acknowledge that you have placed no reliance on any representation made but not set out expressly in these Terms and Conditions.

(f) *Notices:* Any notice to be given under these Terms and Conditions may be given via e-mail, regular mail, facsimile or by hand to the address provided at the beginning of these Terms and Conditions or otherwise as notified by one party to the other.

(g) *No Partnership:* Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

(h) *Third Party Rights:* Notwithstanding any other provision in these Terms and Conditions a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce the terms of these Terms and Conditions.

(i) *Governing Law:* These Terms and Conditions shall be subject to the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.

In the event of any comments or questions regarding these Terms and Conditions (including the Privacy Policy) then please Contact Us.