

USER TERMS

用户条款

Latest update: 7th Dec 2020

最近更新于: 7th Dec 2020

These user terms (“User Terms”) shall apply between the Spacent Ltd (together with its Chinese Affiliate, collectively refers to “Spacent”) and the user for using the services provided by Spacent. 本用户条款（以下简称本“《用户条款》”）在 Spacent Ltd（包括其在中国的关联公司，以下合称“Spacent”）和使用 Spacent 提供的服务的用户之间适用。

1. Definitions

定义

“User” and/or “You” shall mean the person making the booking and being responsible for using the Space in the Building;

“用户”和/或“您”是指进行预订并使用建筑物中办公空间的人；

“Your Organization” shall mean Your employer, who is enjoying Spacent membership benefits, if Your employer has given the permission to its employees to use Service;

“您的组织”是指您的雇主，前提是您的雇主享有 Spacent 会员福利且许可其雇员使用服务；

“Space Operator” shall mean the provider of the Space, who has offered their space for bookings in Service;

“空间运营商”是指在服务中提供可供预订的办公空间的主体；

“Service” shall mean all services and applications provided by Spacent to You (such as user interface for making the reservations);

“服务”是指 Spacent 向您提供的所有服务和应用程序（例如用于进行预订的用户界面）；

“Space” shall mean the Space the User reserves by making the booking;

“办公空间”是指用户所预订的办公空间；

“Building” shall mean the Building in which the Space is located in the Profile;

“建筑物”是指该办公空间所属的建筑物；

“Profile” shall mean the description, information and Fee of the Space;

“简介”是指对办公空间的描述、信息和费用；

“Agreement Time” shall mean the date and time the booking is made through the Service;

“协议时间”是指通过服务所预订的办公空间使用日期和时间；

“Fees” shall mean the fees set for the Space as of the Agreement Time;

“费用”是指协议时间内使用办公空间应支付的费用；

“Subscription” shall mean right for limited use of the Service with fixed fee.

“订阅”是指以固定费用限制性使用服务的权利。

2. TERMS

条款

Spacent and User agree as follows:

Spacent 和用户达成以下协议：

2.1 Subject to these User Terms, Spacent Terms of Service and Spacent Privacy Policy, Spacent

grants User a nontransferable right to make bookings.

在用户遵守《用户条款》、《Spacent 服务条款》和《Spacent 隐私政策》的前提下，Spacent 授予用户不可转让的预订权。

- 2.2 User agrees to accept the terms, conditions, and policies relating to the use of the Space, including Spacent Terms of Service, building security procedures, maximum occupancy limitations, specific law requirements and other terms or procedures provided in these User Terms or Profile.

用户同意接受与办公空间使用相关的条款、条件和政策，包括《Spacent 服务条款》、建筑物安保政策、最大占用限制、特定法律要求以及本《用户条款》或简介中提供的其他条款或程序。

- 2.3 The User or Your Organization agrees to pay the Fees and taxes to Spacent agreed in separate service agreement or the fees specified in the Subscription registration and/or in the Profile.

用户或您的组织同意向 Spacent 支付单独的服务协议中约定的费用和税款，或者支付会员注册和/或简介中规定的费用。

- 2.4 These User Terms may be revised and amended by Spacent without the prior consent of, or notice to, the User or Your Organization.**

在未经用户或您的组织事先同意或事先通知的情况下，Spacent 有权对本《用户条款》进行修改和修订。

3. Special terms relating to bookings of Space provided by Your Organization

您的组织提供的与预订办公空间有关的重要条款

3.1 Space Use and Access

办公空间的使用和进入

You agree to comply with instructions, rules and regulations for using the Spaces. You agree to abide by and cause Your agents, guests, invitees, contractors and subcontractors to abide these User Terms and any applicable rules and guidance provided by Spacent.

您同意遵守有关使用办公空间的说明、规则 and 规定。您同意遵守并督促您的代理商、来宾、受邀者、承包商和分包商遵守本《用户条款》以及 Spacent 提供的任何适用规则和指南。

- 3.1.1 You may not use the Space to carry out any illegal activities or use the Space (a) in violation of law, or any other reasonable regulations, or (b) for any immoral, unlawful, or objectionable purposes. Furthermore, You shall not use or permit the usage of any illegal drug or substance and shall not make or permit any unreasonable or unnecessary noises or odors in or upon the Space or the Building. You shall not leave any waste to the Space or commit any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may cause unreasonable annoyance of any other occupants in the Building. 您不得利用该办公空间进行任何违法活动或 (a) 违反法律或其他任何合理的规定的行为，或 (b) 出于任何不道德、非法或反动的目的使用该办公空间。此外，您不得在办公空间或建筑物内使用或允许他人使用任何非法药物或物质，也不得产生或允许他人产生任何不合理或不必要的噪音或气味。您不得将任何废弃物遗留在办公空间内或实施任何妨害（公共或私人），或任何其他类型或性质的会引起建筑物中其他使用者合理投诉的行为。
- 3.1.2 You agree not to exceed the Maximum Occupancy of the Space and to commit to Your Organization's health commitments before booking the Space.

您同意在使用办公空间时不超过该办公空间的最大占用限制，并且承诺遵守您的组织在预订办公空间之前所做的承诺。

4. Special terms relating to booking of Space provided by Space Operator **空间运营商提供的与预订办公空间有关的重要条款**

4.1 Possession and Delivery

拥有和交付

The Space is accepted by the User in its “as-is” “where-is” condition and configuration. **If, for any reason, the Space is not available and the Space Operator is incapable of offering a space with similar size or bigger as a replacement, You shall have the right to cancel the booking with no penalty and be entitled to a full refund of amounts paid as Your Organization’s sole remedy.**

用户接受办公空间在“按现状”且“在原处”的条件和配置下进行交付。如果由于任何原因导致用户无法使用办公空间，且空间运营商无法提供类似或更大的办公空间作为替代，则用户有权无责取消预订，您为预订此办公空间已单独支付的费用（若有）会全额退款给您的组织，这也是您的组织可取得的唯一救济。

4.2 Space Use and Access

办公空间的使用与访问

4.2.1 You may not use the Space to carry out any illegal activities or use the Space (a) in violation of law, or any other reasonable regulations, or (b) for any immoral, unlawful, or objectionable purposes. Further, You shall not use or permit the usage of any illegal drug or substance and shall not make or permit any unreasonable or unnecessary noises or odours in or upon the Space or the Building. You shall not leave any waste to the Space or commit any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may cause unreasonable annoyance of any other occupants in the Building.

您不得利用该办公空间进行任何违法活动或（a）违反法律或其他任何合理的规定行为，或（b）出于任何不道德、非法或反动的目的使用该办公空间。此外，您不得在办公空间或建筑物内使用或允许他人使用任何非法药物或物质，也不得产生或允许他人产生任何不合理或不必要的噪音或气味。您不得将任何废弃物遗留在办公空间内或实施任何妨害（公共或私人），或任何其他类型或性质的会引起建筑物中其他使用者合理投诉的行为。

4.2.2 You agree not to exceed the Maximum Occupancy of the Space. You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines. You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by You or Your invitees.

您同意不超过最大占用限制使用办公空间。您不得对办公空间的装修进行改变、添附或改进，包括安装照明设备或任何电话或数据线。您不得以任何违反适用法律的任何方式来产生、存储、安装、处置或以其他方式处理办公空间或建筑物内及周围的有害物质。对于您或您的访客产生的任何有害物质进行清除、清理和/或补救产生的所有费用，应由您承担。

4.2.3 **You agree that Spacent has a right to relocate You to another Space in the same Building of equal or larger size and similar configuration for the remainder of Your**

reservation, provided that the Fees for such new space are no greater than the Fees for Your current Space.

您同意 Spacent 有权将您预订的办公空间调整为同一建筑物中具有相同或更大尺寸和类似配置的另一个办公空间，但前提是预订该新办公空间的费用不超过您预订当前办公空间的费用。

4.2.4 The Space Operator or its authorized representatives may enter the Space at any time.

Unless there is an emergency, the Space Operator will inform You in advance when the Space Operator needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance. You shall not put up any signs on the doors to the Space or Building or anywhere else, which are visible from outside the Space You are using, or the Building.

空间运营商或其授权的代表可以随时进入办公空间。除紧急情况外，空间运营商需进入办公空间进行测试、维修或除常规检查、清洁和维护以外的工作时，将提前通知您。您不得在办公空间、建筑物或其他任何地方的门上张贴任何从办公空间或建筑物外部可见的标识。

4.2.5 The Space Operator is not responsible for Your personal property left in the Space after Term.

空间运营商对期限届满后您遗留在办公空间中的个人财产不承担任何责任。

4.3 Common Areas

公共区域

If available at the Building, You may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others ("Common Areas"). **The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the booking without the consent of, or notice to, User.**

若建筑物中存在指定用于租户和其他人的公共区域（以下简称“公共区域”），您可以进出该等公共区域且非排他地使用其任何部分。无需征得用户同意或通知用户，公共区域在用户预订期间的任何时间内都可被改变、移位、更改、取消或以其他方式进行改动。

4.4 Shared Facilities

共享设施

If available at the Building, You may also have access to and non-exclusive use of any shared office equipment and kitchenettes (the "Shared Facilities") located near the Space. **The Space Operator may make changes to the Shared Facilities from time to time during the booking, including, without limitation, removal of all or portions of the Shared Facilities without the consent or notice to User.**

若办公空间附近的存在用于共享的共用办公设备和小厨房（以下简称“共享设施”），您还可以接触并非排他性使用该等共享设施。空间运营商可在用户预订期间不时对共享设施进行更改，包括但不限于在未征得用户同意或通知用户的情况下移除全部或部分共享设施。

4.5 Good Care

妥善使用

4.5.1 You must take good care of and not damage, waste or make any changes to the Space or

space leased or owned by the Space Operator of which the Space is a part, or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, or the Common Areas. At the end of the booking, You must leave the Space and all Space Operator personal property in good condition, normal wear and tear excepted.

对于办公空间、办公空间所属的由空间运营商租赁或所有的部分办公空间或建筑物，您必须妥善使用且不对其造成损坏、滥用或任何改动。您不得更改、添加、更换、移动或损坏位于办公空间、共享设施或公共区域内或周围的任何家具、设备或其他个人财产。在预订结束时，除正常磨损外，您应将办公空间和空间运营商的所有财产处于良好状态。

- 4.5.2 If any damage (beyond normal wear and tear) to the Space or the Space Operator personal property should occur while in your care, custody or control, You agree to pay repair/replacement costs and to notify the Space Operator immediately upon discovery of such damage occurring. You are liable for any damage caused by You or Your invitees to the Space, the Shared Facilities, the Common Areas, the Space Operator personal property or the Building.

如果在您使用、保管或控制期间对办公空间或空间运营商的财产造成任何损坏（超出正常磨损），您同意支付维修/更换费用，并在发现这种损坏后立即通知空间运营商。对于您或您的访客对办公空间、共享设施、公共区域、空间运营商的财产或建筑物造成的任何损害，您应承担责任。

4.6 Keys and Security

钥匙与安全

Any keys or entry cards for the Space or the Building, which the Space Operator lets You use, remain the Space Operator's property at all times. You shall not make any copies of them or allow anyone else to use them without the Space Operator's consent. Any loss of keys or entry cards must be reported to the Space Operator immediately, and You must pay the cost of replacement keys or cards and or changing locks, if required by the Space Operator.

任何允许您使用的办公空间或建筑物的钥匙或门禁卡始终是空间运营商的财产。未经空间运营商同意，您不得复制它们或允许任何其他人使用它们。若钥匙或门禁卡发生丢失，您应立即告知空间运营商，并且如果空间运营商要求，您应支付更换钥匙、门禁卡和/或换锁的费用。

4.7 Mail and Packages

信件与包裹

Mail and packages may not be delivered to You at the Space or Building.

您的信件或包裹可能无法交付到办公空间或建筑物。

5. Conduct

行为

You and Your officers, directors, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to employees of the Space Operator or its affiliates, other clients or invitees, verbal or physical in the Building for any reason. You further agree, upon the request of the Space

Operator, to cooperate with the Space Operator in its efforts to enforce and maintain its equal employment opportunity, non-discrimination and anti-harassment policies. The Spacent may immediately terminate providing the Service and/or the booking without cost or penalty to User if User or any of User's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees engage in any behaviour that the Space Operator deems is contrary to such policies or causes disturbance to other users of the Building. 无论出于何等原因, 您和您的管理人员、董事、股东、合伙人、代理人、代表、承包商、客户或访客禁止对空间运营商或其分支机构的员工、其他客户或访客实施任何形式的骚扰或辱骂行为。应空间运营商的要求, 您进一步同意与空间运营商合作, 以努力执行和维护平等就业、非歧视和反骚扰政策。如果用户或用户的任何管理人员、董事、雇员、股东、合伙人、代理商、代表、承包商、客户或访客违反此类政策或对建筑物的其他用户做出了干扰的行为, Spacent 有权立即终止向用户提供服务 and/或预订, 且无需向用户支付任何费用或罚款。

6. Transfer of Rights

权利转让

You may not assign, transfer any interest in these User Terms or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas under the booking.

您不得分派、转让本《用户条款》的任何权益, 或允许任何第三方使用预订的办公空间、共享设施或公共区域的任何部分。

7. No Lease

非租赁

You acknowledge that providing the Service is not considered as a lease or any other interest in real property. The Space Operator retains legal possession and control of the Space assigned to the User. The Space Operator's obligation to provide Space and services to User is subject, in all respects, to the terms of the Space Operator's lease with the Space Operator's landlord, if applicable.

您承认本服务不被视为提供不动产租赁或任何其他不动产权益。空间运营商对分配给用户的办公空间保留合法的占有和控制权。空间运营商向用户提供办公空间和服务的义务, 在各方面都受限于空间运营商与空间运营商房东之间的租赁协议(若适用)。

8. Governing Law and Jurisdiction

准据法与管辖

The governing law of this Terms and jurisdiction clause shall follow the provisions in Spacent Terms of Service.

本《用户条款》的适用法律和管辖条款同《Spacent 服务条款》中的相关约定一致。