

TOWRHUB

Terms and Conditions for Office and Coworking Lease Agreements

including House Rules

For Flex Desks, offices and short-term meeting-room bookings

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English translation for information only. The German version is authoritative.

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Part A - Terms and Conditions for Office and Coworking Lease Agreements

Preamble

Komunda UG (haftungsbeschränkt), based in Darmstadt, operates a coworking and office location in Darmstadt under the name "TowrHub". In particular, Flex Desks and offices are offered as the leased premises specified in the respective agreement. Meeting rooms may be booked separately for individual appointments or days and invoiced separately.

These Terms and Conditions apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Use by consumers within the meaning of section 13 BGB is excluded.

§ 1 Provider, scope and order of precedence

(1) The provider is Komunda UG (haftungsbeschränkt), Rheinstr. 40-42, 64283 Darmstadt, Germany, registered in the Commercial Register of Darmstadt Local Court under HRB 106443 (the "Provider").

(2) These Terms and Conditions apply to lease agreements for Flex Desks or offices and to short-term bookings of meeting rooms at the TowrHub location (together, the "Agreement"). The Provider's contracting party is referred to below as the "User".

(3) For Flex Desks and offices, the specific leased premises or subject matter of the Agreement, authorised users, commencement date, term, remuneration, any security deposit and special services are set out in the individual lease agreement and its annexes. For a meeting-room booking, the room, date, duration of use, remuneration and any additional services are set out in the offer or booking confirmation.

(4) In the event of inconsistencies, the following order of precedence applies:

1. individual agreements in the lease agreement, offer or booking confirmation;
2. expressly incorporated annexes and service descriptions;
3. these Terms and Conditions;
4. the House Rules in Part B.

(5) Any terms and conditions of the User apply only if the Provider has expressly agreed to their application in text form.

(6) Upon conclusion of the Agreement, the User represents that it is entering into the Agreement exclusively in the course of its commercial or independent professional activity. This also applies to natural persons acting as sole traders or freelancers.

(7) The User must provide complete and accurate information about its business and activities. If there are reasonable doubts about the User's entrepreneurial status or the business purpose, the Provider may request appropriate evidence before the Agreement is concluded or during its term.

(8) If the User has intentionally or with gross negligence provided incorrect information about its entrepreneurial status or the purpose of the Agreement, the Provider may refuse to conclude the Agreement or, if continuation is unreasonable, exercise its statutory and contractual rights, including termination for cause. Mandatory statutory rights arising from a person's actual status as a consumer are not excluded merely by a declaration or an incorrect designation.

(9) The User must notify the Provider without undue delay and in text form of any changes to its company name, legal form, business address, billing and contact details, authorised representatives and persons authorised to use the location. A change of contracting party or transfer of the Agreement to another undertaking requires the Provider's

prior consent in text form. The User bears, in accordance with the statutory provisions, any disadvantages and necessary additional costs caused by a culpably omitted or delayed notification.

§ 2 Subject matter and scope of use

(1) For the agreed contractual or booking period, the Provider grants the User the right to use the subject matter specified in the individual Agreement and the services agreed there.

(2) For a Flex Desk lease, the individual Agreement determines whether a particular workstation or the right to use a suitable workstation that is available at the relevant time constitutes the leased premises. Unless a fixed workstation is expressly specified, there is no entitlement to a particular desk.

(3) Under an office lease, the room specified in the Agreement, which is generally lockable, is provided for use by the persons named there or otherwise authorised in accordance with the Agreement. The size, equipment and permitted number of persons are determined by the individual lease agreement.

(4) Common areas, kitchens, sanitary facilities, circulation areas and other jointly used areas may not be claimed for exclusive use. Their use is governed by the Agreement, availability and the House Rules.

(5) For the duration of the Agreement, Flex Desk and office tenants receive a key for access to the building and digital access authorisation for the TowrHub Space. Flex Desk tenants may use the location only during the applicable building opening hours. Office tenants may generally use the location around the clock within the scope of their individual lease agreement. Temporary restrictions under section 3(6) remain permissible. Staff, reception, cleaning, post and other services are provided only during the service times communicated from time to time.

(6) Use of the TowrHub location's address as a business address and the basic receipt and provision of incoming post are included in every Flex Desk and office lease. The separate terms and conditions for separately offered business-address plans do not apply to these leases.

(7) During the term of the Agreement and to the extent legally permissible, the business address may be used in particular for legal notices, business correspondence, public-authority and register information and general business correspondence of the User named in the lease agreement.

(8) The User is responsible for ensuring that the address is legally suitable for its specific activity, legal form and intended purpose and that the information it supplies to public authorities, registers and third parties is complete and accurate. The Provider does not owe or guarantee any particular decision by an authority, court, bank or other third party.

(9) Incoming post for the User is received and made available for collection either at a designated place in the Space or directly in the leased office. The particular place of deposit may depend on the organisation, type of item and accessibility of the office.

(10) Opening, digitising, making available electronically or forwarding post is not included under Flex Desk or office leases. Such services require an express separate agreement.

(11) The User must collect or review post made available to it regularly. The Provider does not inspect the content of incoming items, monitor any deadlines contained in them or owe a separate notification concerning individual items unless expressly agreed otherwise.

(12) Meeting rooms do not form part of a Flex Desk or office lease unless expressly agreed. As a rule, they are booked separately for a specific appointment or day and invoiced separately in accordance with the offer or booking confirmation. Their use is limited to the applicable building opening hours unless a different access or use period has been expressly agreed in advance.

§ 3 Conclusion of the Agreement, handover and access

(1) A Flex Desk or office lease is concluded by signature or another clear acceptance in text form. The statutory formal requirements must be observed for agreements with a term of more than one year. An agreement for the short-term use of a meeting room is concluded when the Provider accepts the booking request, in particular by means of a booking confirmation or confirmed appointment.

(2) These Terms and Conditions and the House Rules must be made available to the User and validly incorporated before or, at the latest, upon conclusion of the Agreement or issue of the booking confirmation. A first reference appearing only on an invoice issued after conclusion of the Agreement is not sufficient.

(3) Handover or activation may be made conditional on full payment of agreed initial payments and security deposits and on the provision of necessary business, identity or user documentation.

(4) Building and Space access for Flex Desk and office tenants is provided by the building key issued and the activated digital access authorisation. The permitted access times are governed by section 2(5) and the individual lease agreement; issuing or activating an access credential does not extend those times. All keys, digital access authorisations, cards, codes and comparable access credentials are personal or clearly assigned to the User. They may be provided only to persons authorised under the Agreement.

(5) Any loss, misuse or suspicion of misuse must be reported to the Provider without undue delay. The User bears the necessary and documented costs of replacement or security measures to the extent that it is responsible for the loss or misuse.

(6) The Provider may temporarily restrict access to the extent necessary due to an emergency, a specific security risk, an official requirement or work that cannot be postponed. Where possible, the User will be informed in advance and the disruption will be limited to what is necessary. Statutory rights arising from a restriction of the contractual use remain unaffected.

§ 4 Remuneration, additional services and security deposit

(1) The remuneration, billing period and due date are set out in the individual Agreement. All amounts are exclusive of statutory value added tax where applicable.

(2) Additional services, additional workstations, separately booked meeting rooms, technical services, special cleaning, replacement keys or access credentials and other separately commissioned services are invoiced in accordance with the respective individual agreement.

(3) A security deposit is owed only if, and in the amount, agreed in the individual Agreement. It secures due claims of the Provider arising from the contractual relationship.

(4) Following termination of the Agreement and return of the premises, the security deposit will be accounted for within a reasonable period for examination and settlement. Due claims of the Provider may be offset; any remaining balance will be paid out.

(5) The statutory provisions apply in the event of late payment. Further rights, in particular to issue reminders and terminate for cause, remain unaffected.

§ 5 Term and termination

(1) For Flex Desk and office leases, the contractual term, minimum term, renewal and ordinary notice period are set out in the individual lease agreement. A meeting-room booking is limited to the confirmed date and duration of use; rebooking, cancellation and remuneration are governed by the individual agreement.

(2) Fixed-term agreements end upon expiry of the agreed term unless an extension is agreed. Any tacit extension solely by continued use under section 545 BGB is excluded.

(3) Notices of termination must at least be given in text form unless the individual Agreement or the law requires a stricter form.

(4) Each party's right to terminate for cause remains unaffected. Cause for the Provider may exist in particular if the User:

- is in default with a material part of payments due;
- continues, despite a warning, to use rooms or access in breach of the Agreement or allows unauthorised third parties to use them;

- uses the location for unlawful, dangerous or unauthorised purposes;
- materially endangers persons, property, IT systems or operations by its conduct; or
- repeatedly and materially breaches these Terms and Conditions or the House Rules despite a warning.

(5) To the extent that the cause consists of a remediable breach, a reasonable period to remedy the breach or a warning is generally required first, unless this is dispensable by law or unreasonable due to the severity of the breach.

(6) If the Provider is permanently unable to provide the location or the specifically agreed premises because an underlying lease or right of use has ended, because of an official order, because of damage to the building that is not merely temporary, or because of a comparable circumstance for which the Provider is not responsible and which cannot be averted by reasonable means, the Provider may terminate the Agreement for cause subject to the shortest reasonable notice period possible. The User will be informed as early as circumstances permit.

(7) If available, the Provider may offer suitable replacement premises. The Provider is not obliged to provide another location or to bear relocation, business interruption or address-change costs. Payments made in advance for periods after the end of the Agreement will be refunded pro rata. Further claims are governed by section 13 and the statutory provisions.

§ 6 Permitted use and regulatory requirements

(1) The premises may be used only for the lawful business office or coworking use agreed in the Agreement.

(2) In particular, residential use or overnight stays, and any unagreed storage, production, retail, event or public-facing use are prohibited, as are activities that cause material noise, odours, vibration, risks or other disturbances.

(3) The User is responsible for ensuring that its activities, business operations and deployment of its own employees comply with all applicable statutory, regulatory, professional and occupational health and safety requirements. The Provider's building-related obligations remain unaffected.

(4) Hazardous, explosive or flammable substances, weapons and unlawful items may not be brought onto the premises. Ordinary office consumables are exempt provided they are used properly and safely.

(5) Subletting or any other independent grant of use to third parties is prohibited without the Provider's prior consent in text form.

(6) Employees, freelancers and other persons authorised in the Agreement may use the premises to the agreed extent. The User must inform them of the House Rules before their first use and is responsible, in accordance with the statutory provisions, for breaches caused by them.

§ 7 Premises, equipment, alterations and defects

(1) Rooms, furniture, technical installations and common areas must be used carefully and only for their intended purpose.

(2) Damage, defects, malfunctions and hazards must be reported to the Provider without undue delay. In the event of an acute danger, the necessary emergency measures must also be initiated.

(3) Structural alterations, drilling, installations, additional locks, cabling, signage and the placement of larger furniture or technical equipment require the Provider's prior consent in text form.

(4) The User's own electrical devices must be safe, technically sound and suitable for their intended use. The Provider may prohibit the use of a device if specific safety or disruption risks exist.

(5) Following reasonable advance notice, the Provider may enter premises granted for exclusive use for necessary inspections, maintenance, repair work or agreed or operationally scheduled window and glass cleaning. Entry without prior notice is permitted where there is imminent danger. Due regard must be given to the User's operational confidentiality and legitimate security interests.

(6) Within the scope of its statutory and contractual obligations, the Provider maintains the premises and agreed basic equipment in a condition suitable for contractual use and arranges the cleaning of common areas. The User is

responsible for the ongoing tidiness and cleaning of its exclusively used, lockable office. This does not transfer any statutory maintenance or repair obligations.

(7) Windows and other permanently installed panes of glass are cleaned by the Provider or service providers commissioned by it at intervals determined operationally. No specific cleaning schedule is owed. Where access to a lockable office is required, the User must provide access following reasonable advance notice.

(8) Normal wear and tear resulting from contractual use does not give rise to a duty to compensate. The statutory provisions apply to culpably caused damage exceeding normal wear and tear.

§ 8 Operational services and availability

(1) The operational and service items included in the remuneration are set out in the individual Agreement. These may include, in particular, furniture, electricity, heating, internet access, cleaning of common areas, coffee and use of agreed common areas.

(2) Short interruptions or restrictions may occur in particular due to necessary maintenance, repairs, technical faults, security measures, force majeure or failures of utilities and telecommunications providers. The Provider will take reasonable measures to limit and remedy them.

(3) Planned works or restrictions that are more than insignificant will be announced in advance where possible. The User's statutory rights in the event of a material impairment of contractual use remain unaffected.

(4) Common areas and shared facilities may be temporarily closed for maintenance, cleaning, events or security reasons, provided this does not unreasonably impair the essential purpose of the Agreement.

§ 9 Meeting rooms, visitors and events

(1) Meeting rooms must be reserved using the designated procedure before use and vacated tidily and punctually at the end of the booking period.

(2) Office tenants may receive visitors at any time, including outside building opening hours, within the scope of their permitted business use. Prior registration is not required. The office tenant must organise access for its visitors, attend to them appropriately during their stay and ensure that they comply with these Terms and Conditions and the House Rules.

(3) Visitors do not receive their own permanent or unsupervised access to the building or Space unless expressly agreed. The inviting office tenant is responsible, in accordance with the statutory provisions, for breaches, damage and additional costs caused by its visitors.

(4) Flex Desk tenants may receive visitors briefly during building opening hours. A meeting room or another suitable additional use option must be booked for longer conversations, meetings or joint work. Visitors may not occupy an additional Flex Desk or other workstation unless separately booked.

(5) The User is responsible for informing its visitors of the essential safety rules and House Rules.

(6) Events, training sessions, larger groups, commercial film or photo shoots and uses involving increased visitor traffic require the Provider's prior consent and, where appropriate, a separate agreement.

§ 10 Internet and IT security

(1) Any internet access provided may be used only lawfully and with reasonable consideration for other users.

(2) In particular, attacks on systems or networks, circumvention of security mechanisms, distribution of malware, unlawful downloads or uploads, and uses that materially impair the available bandwidth or operations are prohibited.

(3) Where possible after prior notice, the Provider may restrict or block a specific use that causes disruption or poses a security risk. Immediate action is permitted in the event of an acute danger.

(4) The User is responsible for the protection, encryption, backup and current security status of its devices, accounts and data. A shared network does not replace an IT security solution appropriate to the User's protection requirements.

(5) Uninterrupted availability or a specified minimum bandwidth is owed only if expressly agreed.

§ 11 Confidentiality, personal belongings and insurance

(1) Common and coworking areas may be seen and heard by several people. The User must protect confidential conversations, documents, screens and data media at its own responsibility and, where necessary, use a private office or meeting room.

(2) The User must secure its own belongings properly. The Provider does not assume custody unless expressly agreed.

(3) The User is responsible for maintaining business, liability, contents and other insurance appropriate to its operations. The Provider's insurance covers only its own risks and does not replace the User's insurance cover.

§ 12 Data protection and third-party rights

(1) Information about the Provider's processing of personal data is set out in the separate privacy policy.

(2) The User is responsible for the lawfulness of personal data it processes in the course of its activities and for respecting privacy, copyright and other rights of third parties.

(3) Photo, video and audio recordings of other users, their employees or visitors are prohibited without the consent required from them.

§ 13 Liability

(1) The Provider has unlimited liability for intent and gross negligence, for damage resulting from injury to life, limb or health, under the German Product Liability Act, and to the extent of any guarantee expressly assumed.

(2) In the event of a slightly negligent breach of a material contractual obligation, the Provider is liable for the foreseeable damage typical of the Agreement at the time it was concluded. Material contractual obligations are obligations whose performance is essential for proper execution of the Agreement and on whose observance the User may regularly rely.

(3) In all other respects, the Provider's liability for damage caused by slight negligence is excluded.

(4) The foregoing limitations of liability apply correspondingly to the Provider's corporate bodies, legal representatives, employees and agents.

(5) The Provider is not liable for the conduct of other users, visitors or other third parties unless their conduct is attributable to the Provider under the statutory provisions.

(6) The User is liable in accordance with the statutory provisions for damage and additional costs culpably caused by the User, its employees, other authorised persons or visitors.

§ 14 Return and winding-up following termination

(1) No later than the end of the Agreement, areas granted for exclusive use must be vacated and returned broom-clean and in the condition owed under the Agreement. Access credentials, keys and equipment provided must be returned in full.

(2) The User's own items, signage, installations and data must be removed. Reinstatement is required only to the extent contractually or legally owed; normal wear and tear is disregarded.

(3) Items left behind may, after a prior request and a reasonable period, be stored at the User's expense. Items that are manifestly worthless may be disposed of following appropriate notice. Statutory rights remain unaffected.

(4) The right to use the business address ends when termination of the Agreement takes effect. The User must arrange the necessary changes with authorities and registers, in legal notices, on business stationery and in other publications in sufficient time to ensure that the address is no longer used from the end of the Agreement. Upon

request, the User must provide suitable evidence that the changes have been initiated. The User's own company and name signs must be removed no later than the end of the Agreement.

(5) Following termination, the Provider is not obliged to accept, store or forward items addressed to the former User or to inform the former User about them. In particular, the Provider may return such items to the sender or delivery service with a reference to the terminated contractual relationship. Mandatory statutory obligations remain unaffected.

§ 15 Amendments to the Terms and Conditions and House Rules

(1) Amendments to these Terms and Conditions apply to existing contractual relationships only if the User validly agrees to them or another valid contractual or statutory basis exists. Without such a basis, the version incorporated when the Agreement was concluded continues to apply.

(2) The Provider may adjust the House Rules for the future to a reasonable extent where necessary due to statutory or regulatory requirements, specific security requirements or objectively necessary operational procedures. Material contractual rights of use may not thereby be unreasonably restricted.

(3) Amendments will be communicated to the User in text form or via another agreed durable means of communication.

§ 16 Final provisions

(1) The contractual language is German. This English translation is provided for information only. In the event of discrepancies, the German version prevails.

(2) German law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(3) The place of jurisdiction is the Provider's registered office if the User is a merchant, a legal entity under public law or a special fund under public law, or if another legally permissible place of jurisdiction may be agreed.

(4) If any provision is or becomes wholly or partly invalid, the remaining provisions remain effective. The statutory provisions replace the invalid provision.

Part B - House Rules for the TowerHub Coworking and Office Location

1. Consideration and working environment

- (1) All Users, employees and visitors must behave considerately and avoid preventable disturbances.
- (2) Telephone calls, video conferences and conversations must be conducted at an appropriate volume. Longer, loud or confidential conversations should take place in private offices or booked meeting rooms.
- (3) Discriminatory, harassing, threatening or violent conduct will not be tolerated.

2. Access and building security

- (1) Access credentials are personal or assigned to the respective undertaking and must not be passed on without authorisation.
- (2) Doors and windows must be closed properly when leaving. Unknown persons must not be allowed unsupervised access.
- (3) Outside service hours, each User has a particular responsibility for securing the areas it uses.
- (4) Security defects, lost access credentials and suspicious incidents must be reported to the Provider without undue delay.

3. Visitors

- (1) Office tenants may receive visitors at any time within the scope of their permitted business use. Visitors must be admitted by the office tenant and attended to appropriately during their stay.
- (2) The inviting office tenant remains the point of contact and must ensure that its visitors comply with the House Rules. It is responsible, in accordance with the statutory provisions, for breaches, damage and additional costs caused by them.
- (3) Without a separate agreement, visitors do not receive their own key, digital access authorisation or unsupervised or permanent access.
- (4) Flex Desk tenants may receive visitors briefly during building opening hours. Longer conversations, meetings and joint work must take place in a booked meeting room or another area separately booked for this purpose.
- (5) Visitors may not use common areas or an additional Flex Desk as their own workstation unless an appropriate booking exists.

4. Fire safety and emergencies

- (1) Escape and rescue routes, doors, stairways, fire extinguishers, fire alarms and other safety equipment must be kept clear at all times and must not be blocked, covered or tampered with.
- (2) Open flames, candles, private heaters, cooking appliances outside the designated kitchen areas, and substances posing a fire or explosion risk are prohibited.
- (3) In the event of an acute danger to life, health or significant property, the competent rescue or emergency services must be contacted first, in particular by calling the emergency number 112, and the Provider must subsequently be informed where possible. Instructions from emergency personnel, authorities and the Provider must be followed.
- (4) Access problems, damage, water leaks, the smell of fire, technical hazards and other operational problems must be reported without undue delay by email to buero@towerhub.com or by telephone on +49 69 2727 1614. The telephone number is not a continuously staffed emergency line and does not replace the competent public emergency numbers in an acute emergency.

5. Smoking and safety

- (1) Smoking and vaping are prohibited in all indoor areas. This also applies to e-cigarettes and comparable products.
- (2) The consumption and possession of illegal intoxicants are prohibited.
- (3) Alcohol may be consumed in moderation provided that other persons are not disturbed or endangered. Different arrangements may be agreed for events.

6. Tidiness, cleaning and waste

- (1) Workstations and common areas must be left tidy and free of personal belongings after use.
- (2) Waste must be disposed of in the designated containers and in accordance with the separation rules applicable at the location. Bulky, hazardous or commercial waste may not be disposed of in the general containers.
- (3) Soiling exceeding normal use must be removed without undue delay by the person responsible. Necessary special cleaning may be charged to the responsible User based on the actual effort incurred.
- (4) Personal belongings may not be stored permanently in common areas, circulation areas or escape routes.
- (5) Regular cleaning of lockable offices is the responsibility of the respective office tenant. Windows and panes of glass are cleaned by the Provider or a commissioned service provider without any fixed schedule being promised; where access to the office is required, it must be provided following advance notice.

7. Kitchen and beverages

- (1) Kitchen areas, refrigerators, crockery and appliances must be used cleanly and for their intended purpose.
- (2) Used crockery must be cleaned promptly or placed in the dishwasher provided. Spilled liquids and soiling must be removed immediately.
- (3) Food must be clearly attributable and removed in good time. Spoiled or unidentifiable food may be disposed of for hygiene reasons.
- (4) Coffee and other consumables provided may be used only to the extent included in the Agreement and in accordance with the principle of reasonable use.

8. Meeting rooms and shared facilities

- (1) Reservation times must be observed. Set-up, use and tidying must take place within the booked period.
- (2) After use, rooms must be left in their original condition, ventilated and free of waste. Equipment must be switched off and damage reported.
- (3) Reservations that are not required should be cancelled in good time so that the space is available to other Users.

9. Furniture, equipment and signage belonging to the User

- (1) Furniture, larger technical devices, additional cabling and signage belonging to the User may be brought in or installed only following prior consultation.
- (2) Items must not obstruct escape routes, ventilation, heating or cleaning, or adversely affect other Users.
- (3) The design, size and method of fixing company and name signs must be agreed with the Provider.

10. Internet and technology

- (1) The User's own devices must be operated in a manner that does not disrupt or endanger other Users, the network or building systems.
- (2) Network access data must not be passed on outside the authorised group of users.

(3) Faults must be reported to the Provider; unauthorised interference with network, electricity, heating, access or other building systems is prohibited.

11. Animals

(1) Animals may be brought onto the premises only with the Provider's prior consent. Consent may be restricted or revoked, in particular out of consideration for allergies, safety, hygiene and other Users.

(2) Assistance dogs protected by law remain permitted in accordance with the statutory provisions.

12. Deliveries and storage

(1) Deliveries must be organised so as not to obstruct access, common areas or other Users.

(2) Parcels, goods, materials and other items may be stored only in the areas agreed for this purpose and to the permitted extent.

(3) Dangerous goods, perishable goods and items that give rise to odour, pest, fire or other risks may not be stored.

13. Breaches and acute hazards

(1) In the event of a breach, the Provider may require the User to remedy it immediately and, in the case of repeated or material breaches, take the measures provided for under the Agreement and by law.

(2) In the event of a specific danger to persons, property, IT systems or operations, the Provider may take the necessary provisional security measures. Any measure must be limited in duration and scope to what is necessary.

(3) The parties' contractual rights of use and statutory rights otherwise remain unaffected.