

OwnSpace

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Terms & Conditions for OwnSpace

1. Introduction

Welcome to OwnSpace. These Terms of Service ("Terms") govern your use of our platform and services. Please read these Terms carefully before accessing or using our services. By accessing the platform and using the services, you agree to these Terms of Service.

2. The definition

- platform: The online platform and mobile applications provided by OwnSpace.
- Users: Any person who accesses the Platform or uses OwnSpace's services.
- Services: All services offered by OwnSpace, including but not limited to matching coworking partners, managing work schedules, booking workspaces, and all other features.

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- Subscriptions: The different subscription levels (Free, Basic Control, Premium Control) that provide access to specific features and services of the platform.
- Psychological profile: The profile created by the questionnaire, which records the user's work habits, preferences and personality traits.

3. Use of the platform

3.1 Access authorization

You must be at least 18 years old and have the legal capacity to enter into a contract to use the Platform and the Services. By using the Platform, you confirm that you meet these requirements.

3.2 Registration and creation of the psychological profile

To fully utilize the platform and services, you must create an account and complete a comprehensive psychological questionnaire. This questionnaire captures your work habits, preferences, and personality traits. The data from this questionnaire will be linked to your specified email address and stored in a psychological profile. This profile will be used to tailor OwnSpace's services to your individual needs.

3.3 Storage and processing of data by third parties

The data collected as part of the psychological profile is stored and processed through several third-party providers. These include, but are not limited to:

- Google Cloud: Storage and processing of your data in accordance with the [Google Privacy Policy](#).



- JotForm: Recording and storing your answers to the psychological questionnaire according to the [JotForm Privacy Policy](#).

By using OwnSpace's services, you agree that your data will be processed and stored by these third parties and that these providers may use their own [Privacy Policy](#) which are independent of the [Privacy Policy](#) of OwnSpace.

3.4 User behavior

Users may not use the Platform for any illegal or unauthorized purpose. Any use of the Platform in any manner that, in our opinion, could harm the system or operation of the Platform is prohibited. This includes, but is not limited to:

- Uploading malicious programs or code.
- Attempting to gain unauthorized access to the platform.
- Collecting data from other users without their consent.

4. Subscription models and payment terms

4.1 Subscription levels

OwnSpace offers different subscription levels:

- Free: Free basic services with limited functionality.
- Basic Control: Paid subscription with extended functionality.
- Premium Control: Paid subscription with comprehensive features, including automatic work scheduling and advanced coworking options.



4.2 Payment terms

Payments for paid subscriptions are due in advance. Payment is made using the payment methods accepted by OwnSpace. Fees are non-refundable unless specifically permitted by law or agreed to by OwnSpace.

4.3 Changes to subscription prices

OwnSpace reserves the right to change subscription prices. Price changes will take effect when announced on the platform and reflected in user accounts. Users will be notified in advance of such changes.

5. User content and data protection

5.1 User Content

Users may post content such as profiles, reviews, and other information on the Platform. You retain ownership of the content you create, but grant OwnSpace a worldwide, perpetual, irrevocable, and royalty-free license to use, reproduce, modify, and distribute such content on the Platform.

5.2 Data protection and storage of the psychological profile

OwnSpace is committed to protecting your personal data in accordance with applicable data protection laws. Your psychological profile, created through the questionnaire, will be stored along with your email address. This data will be used to customize and optimize OwnSpace's services. Details on data collection, storage, and use, including the role of third parties such as Google and JotForm, can be found in our [Privacy Policy](#).



6. Warranty and liability

6.1 Disclaimer

The Platform and Services are provided "as is" and "as available." OwnSpace makes no warranty regarding the availability, accuracy, security, or reliability of the Platform. OwnSpace is not liable for any damages arising from the use of the Platform, unless such damages are due to intentional or grossly negligent conduct on the part of OwnSpace.

6.2 Limitation of liability

OwnSpace shall not be liable for any indirect, incidental, or consequential damages, including, but not limited to, lost profits, loss of data, or damages arising from the use of the Platform. OwnSpace's liability is in any event limited to the amount paid by the user for the relevant subscription.

7. Termination and termination of the contract

7.1 Termination by the user

Users can cancel their subscription at any time. Upon cancellation, access to paid features will end at the end of the current billing period. Refunds are not provided.

7.2 Termination by OwnSpace

OwnSpace reserves the right to terminate access to the Platform and Services at any time and without prior notice, particularly in the event of violations of these Terms and Conditions.



7.3 Effects of termination

Upon termination of the Agreement, all rights and licenses granted to the User shall immediately terminate. The User must delete all copied or downloaded materials and cease using the Platform.

8. Changes to the Terms and Conditions

OwnSpace reserves the right to change these Terms and Conditions at any time. Changes will be posted on the platform, and users will be notified. Continued use of the platform after a change is deemed acceptance of the amended Terms and Conditions.

9. Applicable law and place of jurisdiction

These Terms and Conditions are governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions is the registered office of OwnSpace Berlin.

10. Final provisions

Should any provision of these Terms and Conditions be or become invalid or unenforceable, the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be deemed replaced by a provision that most closely approximates the economic purpose of the invalid provision.

Last updated: August 18, 2024