



GENERAL TERMS AND CONDITIONS - WORKATION / ROYAL RIEDERALP

Art. 1 - General information

1. The contract between you, hereinafter referred to as the "Member", and Aletsch Arena AG, hereinafter referred to as the "Operator", begins when you register at <https://workation.aletscharena.ch>, hereinafter referred to as the "administrative system". This contract is concluded for an indefinite period. The contract may be terminated in writing by either party in accordance with § 2. Unless otherwise stated, the billing period is 1 month.

2. The membership entitles the Member to book the Operator's services. The nature and scope of the services are set out in this contract, the services offered in the administrative system, the current price list and the House Rules.

3. Any terms and conditions of the Member that contradict or go beyond this contract shall not become part of this contract without the express written confirmation of the Operator.

4. The offer is intended for both private individuals and legal entities.

5. The Operator is authorised to have services provided by qualified third parties within the scope of this contract.

Art. 2 - Membership

1. The membership and the associated services are not transferable to third parties. In the case of legal entities, membership can be utilised by all persons employed by the company.

2. In the event of a change in the VAT rate, the prices will change accordingly.

3. The Member commits to provide the requested data completely and correctly. If any of the data provided changes after the registration, the Member has a duty to notify the Operator of the change immediately.

4. The access code and personal password must not be passed on to third parties and must be protected against unauthorised use.

5. Either party may terminate the contractual relationship on a monthly basis up to 30 days before the end of the billing period, unless otherwise agreed. The contract continues for an unlimited period of time on a monthly basis unless the Member cancels the membership. For annual memberships, the contract is automatically extended by one year. Advance payments will not be refunded in the event of termination by the Member. The Member may use the booked services up to the end of the contractual relationship. Notice of termination may be made in writing or by email; this also applies to termination without notice. Deactivation via the administrative system does not constitute termination.

6. Both parties may terminate the contractual relationship without notice if there is a reason for an extraordinary termination. For the Operator, a reason for termination without notice exists in particular if the Member is in arrears with more



than one invoice. The Operator is also entitled to terminate the contract without notice if the rental agreement between the Operator and his landlord is terminated for any legal reason whatsoever.

Art. 3 - Services / Place of performance

1. The Operator provides all his services in the rooms in the Royal on Riederalp and in the Hayloft on Bettmeralp.

2. The membership entitles the Member to use a workspace that includes a table, chair, internet access and electricity, subject to a fee. In addition, the Member can access a wide range of services and offerings provided by the Operator. These are subject to change and can be found in their current form in the administrative system and the most recent price list.

3. The use of the Operator's services is subject to different tariff types. Depending on the tariff type, the use is limited to a certain scope and/or certain times. If the type, scope and time of use are not regulated in this contract, the most recent price list shall apply in addition.

4. The services of the chosen tariff must be used within one billing period. Any credit balance expires and will not be refunded. If the Member does not switch to a different tariff, the minimum term of the tariff already booked is extended by one month, unless otherwise agreed in writing. (Annual memberships see §2 No. 5) The change of tariff can be requested at any time and takes place after the minimum term of the existing tariff has been completed.

5. Events may take place in the coworking area, during which certain facilities may not be available or only partly available. The date of the event will be announced at least one week in advance. The Member is not entitled to compensation for the shortened opening hours.

The Member is obliged to remove all their own belongings from the areas affected. This does not include events at other premises.

6. The Member is obliged to register in the administrative system upon arrival at the Operator's premises. The Member must always have at least one "day pass" available or included in the tariff, to be permitted to make use of the services. If the registration is not possible for technical reasons, the Operator must be informed immediately.

7. The Member shall verify the completeness of the workplace equipment before using it. Once the Member begins to use it, it shall be deemed in proper working order.

8. The workplace may be used only by the registered private person or legal entity and for the stated purpose.

Art. 4 - Rules of use

1. The Member is obliged to receive instruction in the proper and safe use of all equipment provided by the Operator and to adhere to any written guidance.

2. The use of all the Operator's facilities is at the Member's own risk.

3. The Member must behave in such a way that proper and safe operations are not impaired and no other persons are endangered or inconvenienced.

4. The Member is obliged to treat the entire facility properly and to use it for its intended purpose. Members are liable for any damage caused through their fault.

5. Damage to furnishings or the building must be reported to the Operator immediately in writing.

Art. 5 - Prices and tariffs

1. The prices and tariffs can be viewed at any time at <http://workation.aletscharena.ch> or in the administrative system.

2. Prices and tariffs can be changed by the Operator at any time and come into force immediately.

3. Each Member uses the administrative system independently to manage and book services provided by the Operator.

Art. 6 - Terms and conditions of access and rules of conduct

1. The Member recognises the published House Rules as binding.

2. Unless otherwise stated in the tariff or booking information, the Member may access the premises during regular opening hours (07:00–19:00). For Members with unrestricted access, the Operator ensures that access to the premises may be gained via a locking system. It is at the discretion of the Operator to determine the type of access.

3. Each Member commits to carry out the following actions when they are last to leave the Operator's premises:

Close all windows

Switch off all lights

Close the doors

4. The loss of a key must be reported to the Operator immediately. The Member undertakes to pay for any damage or losses caused as a result.

5. A delay in payment by the Member entitles the Operator to withhold services until the arrears have been paid in full. The Operator's exercising of the right to withhold services does not entitle

the Member to terminate the contract or reduce the fee for services incurred during the withholding period.

6. Every Member is obliged to vacate their workplace completely at the end of use, unless otherwise stated in the tariff or booking information.

7. The Member may use only the services specified in the tariff.

8. Resources that are not included in the booked tariff must be booked separately for use via the administrative system.

9. All workplaces and common areas used by the Member must be left in an orderly, clean and usable condition. All the Member's personal belongings must be removed at the end of the period of use.

Art. 7 - Availability

1. For all tariffs, the availability of workplaces is expressly not guaranteed, unless otherwise stated in the tariff or booking information.

2. Unless otherwise stated in the tariff or booking information, workplaces cannot be reserved. The use of these facilities is only possible as long as unused units are available.

3. Queries and complaints can be communicated by e-mail only to the Operator at info@aletscharena.ch.

Art. 8 - Liability of the Operator

1. The Operator accepts no liability for damage to or loss of items on the Operator's premises. This excludes liability for damage caused by wilful and gross negligence. Each Member shall be responsible for their own belongings. It is incumbent on the Member to insure their property



adequately and protect it from unauthorised access by third parties. Insofar as the Operator is liable for financial loss or personal injury to one or more Members and this is not based on a deliberate or unauthorised action, liability is limited to CHF 1,000 per Member. If the claim for damages arises from a single act or a single event causing damage to several Members and this is not based on a deliberate, unauthorised action, the liability for damages is limited to a total of CHF 15,000, notwithstanding the above. If the claims of several Members exceed this maximum limit, the claim of each individual Member shall be reduced proportionately to the ratio of the sum of all claims for damages to the maximum amount. The above limitation of liability shall not apply to claims for compensation for losses caused by default in the payment of compensation. The limit of liability includes all extrajudicial and judicial costs.

2. The Operator shall not be liable for personal injury or damage to property. In the event of grossly negligent or wilful causation of such damage by the Operator or a legal representative or vicarious agent (technical advisor, supervisor, etc.), the Operator shall be liable within the scope of the existing insurance contracts.

3. In the event of breaches of contract due to simple negligence, the Operator shall only be liable if it concerns an obligation that is essential to the fulfilment of the contract.

4. Any alleged claims must be asserted against the Operator without delay.

5. Further claims for damages are excluded.

Art. 9 - Liability of the Member

The Member is liable for any damage caused to rooms, equipment and items hired from or provided by the Operator in the full amount of the

replacement value. This also applies in the event of loss, damage by third parties or theft of an item hired by the Member or provided by the Operator. The Member is also liable for all consequential damage caused by failure or impairment of the Operator's operations or property.

Art. 10 - Internet access

1. The Member undertakes to use the internet access in a non-abusive manner. The Operator does not guarantee a certain quality of internet connection.

2. The Member must respect all national and international copyrights. The Member is solely liable for any infringement of copyright. Insofar as claims are made against the Operator for this, the Member undertakes to indemnify the Operator against these claims immediately upon first request. The merits and amount of the claims asserted against the Operator are irrelevant. The Member can assert these objections only against the claimant.

3. It is the sole responsibility of the Member to take precautions against all types of data loss, transmission errors, malfunctions, etc. It is also the Member's responsibility to take appropriate backup and security measures.

4. The Operator grants the Member access to the internet and provides the connection. The content available via the internet is not provided by the Operator, but by third parties. The Operator assumes no responsibility or liability for the legality and quality of the content and services offered by third parties and accessible to the Member, nor for their use by the Member. The Operator is not liable for the use or download of defective or damaging files. Any licensing fees incurred are to be paid by the Member. The Member is not authorised to commit the Operator in any way to external third parties.



5. The Operator draws the Member's attention to the fact that abuse by other users is possible on the internet and that files can be used to jeopardise the Member's computer system and the security of their data. The Operator therefore accepts no liability for loss or damage arising from the use of the internet. This excludes liability for damage caused by wilful or gross negligence. The Operator's services do not release the Member from the obligation to comply with customary, recognised security standards, such as the use of regularly updated anti-virus and warning programs, plausibility checks on incoming data, regular data backups and regular changes of passwords as well as routine access control.

Art. 11 - Disruptions to services

The Member must inform the Operator immediately of any service disruptions. The Operator will immediately rectify the faults within the scope of the existing technical and operational possibilities. The Operator undertakes to begin remedying the problem within one working day.

Art. 12 - Data collection

1. The monthly data volume of the Member's internet connection, electricity consumption and printer usage may be logged and stored by the Operator. In the event of excessive consumption, the Member will be notified in good time. The Member may be charged for any additional costs incurred.

2. Video recordings from surveillance systems, as well as records of internet use, Member presence, access to the premises and coffee consumption, may be created and stored.

Art. 13 - Data protection

1. The Operator observes the provisions of the Swiss Federal Act on Data Protection (FADP).

2. The Member agrees that personal data provided may be stored on data carriers. The Member also consents to the transmission of personal data to credit agencies for the purpose of credit checks. The Operator may forward the data to third parties who provide services on behalf of the Operator that are necessary to maintain operations. The data may be analysed and displayed for various purposes within Aletsch Arena AG.

3. The Member may request the deletion of any personal data after termination of their membership, unless the Operator has a legitimate interest in the data. A legitimate interest exists in particular if the Operator still has claims against the Member.

Art. 14 - Billing and payment

1. The Operator is entitled to demand advance payments for booked services. Invoices are usually issued monthly and can be accessed at any time via the administrative system. The invoice is due for payment immediately upon issue and is either automatically charged to a credit card or must be paid upon receipt by bank transfer. In the event of the credit card payment not going through, the Member undertakes to inform the Operator immediately and transfer the invoice amount to the account specified on the invoice. In this case, a processing fee of CHF 10 net will be charged to the Member at the next billing period. For payments by bank transfer, a processing fee of CHF 10 net will be charged per invoice.

2. After five working days, the Member is in default and owes the statutory default interest as well as reminder fees to cover costs and, if applicable, collection costs, including court and legal fees. The Operator reserves the right to assign outstanding invoice amounts, including interest on arrears, expenses and costs incurred,

to a company commissioned with collection. In this case, an annual interest rate of up to 15 percent may be charged on the outstanding amounts from the due date. The company commissioned with the collection will claim the outstanding amounts in its own name and for its own account and may charge additional processing fees. The decisive factor is the receipt of payment by the Operator.

3. If an event has to be cancelled, provided the Operator is not responsible for the cancellation, the Operator shall retain the right to receive payment for the booking, based on the order confirmation and the receipt of the written cancellation as follows:

up to 60 days, no cost

60 to 30 days, 25% of the agreed amount

29 to 8 days, 50% of the agreed amount

7 to 0 days, 100% of the agreed amount

Art. 15 - Photos, livestreams, events, media presence, press

The Member consents to the Operator taking photographs and making video recordings on the Operator's premises. The Operator is expressly authorised to use the recordings made for any commercial purposes. The Member expressly consents to their publication on the internet and all other media.

Art. 16 - Amendments to the membership contract

1. Amendments to the membership contract will be proposed to the Member by email or in the administrative system and on <http://workation.aletscharena.ch> at least one month before the proposed date of entry into force.

2. Approval of the amendments shall be deemed to have been granted if the Member has not communicated their rejection thereof before the

proposed date of entry into force. The Operator will then base the further business relationship on the amended version of the membership contract.

Art. 17 - Final provisions

1. This contract replaces all previous contracts and agreements between the parties. Collateral agreements and amendments to the contract must be in writing. This also applies to the cancellation of the above clause requiring the written form. The parties declare that there are no collateral agreements or amendments outside of this contract. Should individual provisions of one of the above provisions be invalid either in full or in part, the validity of the remaining provisions shall remain unaffected.

2. The parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the commercial purpose of the invalid or unenforceable provision. This agreement shall also apply in the event of any loopholes in this contract.

Art. 18 - Applicable law/place of jurisdiction

This contractual relationship shall be governed exclusively by Swiss law. The sole place of jurisdiction is Mörel-Filet.

General Terms and Conditions Aletsch Area AG; updated 1 July 2025