



Tally Marketplace Limited - Terms of Service

These Terms apply to Customers and to Operators, but we have separated the relevant provisions for ease as follows:

Part A applies to all users

Part B applies only to Operators

Part C applies only to Clients

PART A: ALL USERS OF THE TALLY MARKET PLATFORM

1. INTRODUCTION

- 1.1 The Tally Market platform (the **Tally Market Platform**) is owned and operated by Tally Marketplace Limited of 86-90 Paul Street, London, England, EC2A 4NE (we, us).
- 1.2 **By using and registering on the Tally Market Platform, you agree to be bound by these terms of use (the Terms).** The Terms affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by the Terms, do not use the Tally Market Platform. If you have any questions, you can contact us by email at hello@tallymarket.co.uk
- 1.3 We reserve the right to update the Terms from time to time at our discretion. We may do so for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our Terms then you shall immediately stop accessing and/or using the Tally Market Platform. If we reasonably believe that the change to the Terms is significant, we shall notify all registered users by email with details of the change and the effective date of the change. Otherwise, updated Terms will be effective as soon as they are accessible. You are responsible for regularly reviewing the

Terms so that you are aware of any changes to them.

- 1.4 The Tally Market Platform is an online marketplace where Operators can offer their Workspace Services, and Customers buy **Tokens** that they can redeem to book workspaces services. **We do not provide Workspace Services directly, nor do we act as principal in any transaction, nor as agent for either party except to facilitate payments.** We are an intermediary Tally Market Platform, and we are not bound by any contract that may arise at any time between a Customer and a Operator.

- 1.5 Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use and share information about you and our Cookie Policy to understand what cookies we use on the Tally Market Platform and how you can control cookies.

2. DEFINITIONS & INTERPRETATION

- 2.1 Words defined in Condition 1 shall have the same meaning when used throughout the Terms. In addition, the following words have the following meanings:

Administrator: the individual responsible for the Customer's Tally Market account;

Booking: an agreed booking of Workspace Services made between a Customer and an Operator reflecting the details of the Workspace and Workspace Services made available on the Platform by the Operator;



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Booking Amount: is the price agreed offline or entered onto the website by the Operator for provision of the Workspace or Workspace Services. This amount less the Tally Fee and the Transaction Fee is the amount payable to the Operator by Tally Market;

Customer: any individual or business who registers on the Tally Market Platform to view Workspaces and potentially make a Booking or who is using Tally Market to find Workspace(s);

Customer Commission: the sum due to us in addition to the Booking Amount in consideration of the provision to Customers and users of the Tally Market Platform and associated content;

Data Protection Legislation: any laws and regulations of the United Kingdom relating to the processing of Personal Data including the Data Protection Act 2018 and, to the extent it continues to apply in the United Kingdom, the General Data Protection Regulation 2016/679;

Operator: an individual or business using Tally Market Services to provide and advertise their Workspace and/or Workspace Services to Customers and Users of the Tally Market platform;

Platform Fees: the sum due to us in consideration of the provision to Customers and users of the Tally Market Platform and associated content;

Review: any review, comment or other feedback provided to us;

Space Agreement: a direct contract or agreement (without using the Tally Market platform) between an Operator and a Customer, User or Customer of the Customer's

company for the use of Workspace and/or Workspace Services.

Tally Market Fee: The Tally Market fee is the fee we charge Operator's and is deducted from the Operator's pay out;

Tally Market Token: the tokens purchased by a Customer which can be exchanged for Workspace Services;

Transaction Fee: we apply a Transaction Fee of 2.5% to all Bookings made through the platform or agreed in writing.

Users: individuals authorised by a Customer to access the Customer's Tally Market account;

Workspace: the space made available to a Customer under a Booking;

Workspace Service: the service to be provided by a Operator, including making available the Workspace; and

You: any user of the Tally Market Platform, whether a Customer or Operator.

2.2 Words in the singular include the plural and, in the plural, include the singular.

2.3 Headings shall not affect the interpretation of the Terms.

2.4 References to Conditions are references to the conditions of the Terms.

2.5 Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is



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- without prejudice to that party's other rights and remedies.
- 2.6 Any phrase introduced by the words including or includes shall be construed as illustrative and shall not limit the generality of the related words.
- 2.7 A reference to writing or written includes email.
- 3. TALLY MARKET PLATFORM USE AND AVAILABILITY**
- 3.1 You may not have more than one account on the Tally Market Platform.
- 3.2 When you use the Tally Market Platform you must comply with all applicable laws and you agree not to:
- (i) try to gain unauthorised access to the Tally Market Platform or any networks, servers or computer systems connected to the Tally Market Platform;
 - (ii) harvest or otherwise collect non-public information about another user obtained through the Tally Market Platform (including email addresses), without the prior written consent of the holder of the appropriate rights to such information;
 - (iii) add another user to your email or physical mailing list without their consent after adequate disclosure, or use their email address or contact details for antisocial,
- disruptive, or destructive purposes;
- (iv) transmit spam, chain letters or other unsolicited emails;
 - (v) access the Tally Market Platform with the intention of using any information, content or other know-how to set up a competitive Tally Market Platform; and/or
 - (vi) reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Tally Market Platform save to the extent expressly permitted by law not capable of lawful exclusion.
 - (vii) communicate with any other Tally Market Platform users outside of the Tally Market Platform.
- 3.3 We try to maintain and make the Tally Market Platform available at all times. However, there may be occasions when access may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We shall try to schedule maintenance and upgrades outside of normal working hours. However, you agree that we have no liability to you for such interruptions.
- 3.4 We are not liable if you are unable to access the Tally Market Platform for any reason within your control, including your failure to use



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appropriate equipment or your insufficient bandwidth.

activities of Tally Market Platform visitors.

4. REVIEWS

4.1 Operators and Customers may leave a Review for each other following completion of the Workspace Services.

4.6 A Review is not an endorsement or recommendation by us of either a Customer or a Operator, and you rely on the content of a Review at your sole discretion.

4.2 You warrant and represent that your Reviews shall:

5. INTELLECTUAL PROPERTY RIGHTS

(a) be fair, genuine and honest, and properly represent your experience;

5.1 The copyright in all content on the Tally Market Platform is owned by or licensed to us. All rights are reserved. You can view, print or download extracts of the Tally Market Platform for your own use in order to exercise your rights and carry out your obligations under these Terms and for no other purposes. You cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the content of the Tally Market Platform without our permission.

(b) not contain any content that is threatening, offensive, spiteful, obscene or defamatory or otherwise unlawful;

(c) not infringe any third party rights, including third party copyrights and/or rights of privacy; and/or

(d) not be construed as an advertisement for your or any third party's products, services or business.

4.3 We do not routinely monitor any Review, but we may edit, remove or not post any Review at our sole discretion.

6. LINKING

4.4 You agree that you must not offer or receive any incentive to write a Review.

6.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. You must not establish a link from any website that is not owned by you. Our Tally Market Platform must not be framed on any other Tally Market Platform, nor may you create a link to any part of our

4.5 You grant to us a license to edit and use your Review on the Tally Market Platform within marketing and publicity materials for our business and to improve the functioning of the Tally Market Platform and monitor the



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- Tally Market Platform other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in the Terms.
- 6.2 The Tally Market Platform may contain links to other Tally Market Platforms and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Tally Market Platforms or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.
7. **DISCLAIMER – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**
- 7.1 You acknowledge and agree that the Tally Market Platform is provided for information purposes only and to facilitate Bookings and payment.
- 7.2 We do not warrant or represent that any Operator will receive any requests for Bookings, or that a Customer will find any Workspace or Workspace Services that are suitable for their purposes.
- 7.3 We do not endorse or recommend any Workspace, Operator and/or Customer and in particular, we do not warrant or represent:
- (a) the suitability of a Workspace and/or the Workspace Services;
 - (b) the accuracy of any description of the Workspace; and/or
 - (c) the suitability, behaviour or conduct of any Customer or Operator in respect of any Booking or otherwise.
- 7.4 We are not responsible in any way whatsoever for any act or omission of a Operator or for the Workspace Services performed by the Operator or any failure of the Operator to provide the Workspace Services.
- 7.5 We are not responsible in any way whatsoever for any act or omission of a Customer including any damage caused to the Workspace.
- 7.6 Subject to Condition 7.9, we shall in no circumstances be liable to you in contract, tort (including negligence) or otherwise for any:
- (a) loss of profit, anticipated profits or business;
 - (b) loss of data and content;
 - (c) loss of opportunity;
 - (e) loss of revenue or wasted expenditure;
 - (f) loss of goodwill or reputation; and/or
 - (g) consequential, special or incidental loss or damage (whether or not advised of the possibility of the same).
- The provisions of this Condition 7.6 are severable.



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- 7.7 We shall only be liable to you for direct losses that arise as a result of our breach of the Terms or for our negligence.
- 7.8 Subject to Condition 7.9, our maximum liability to you whether in contract, tort or otherwise shall in no circumstances exceed the Tally Fee and Platform Commission in respect of the Booking that is the subject of the claim, or where the liability does not relate to any particular Booking, our liability shall in no circumstances exceed £100.
- 7.9 Nothing in the Terms shall be construed as excluding or limiting our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded by law.
- 8. DISPUTE RESOLUTION**
- 8.1 If there is a dispute between a Customer and an Operator, we ask each party first to discuss in an amicable and professional manner the issue with the other party to attempt to resolve the issue. However, either party may then refer the matter to us., and the following terms shall apply.
- 8.2 You expressly agree that if a dispute is raised by or against it, it will comply with the following rules:
- i. If, in our sole discretion, we agree to review the dispute, we do so as an independent adjudicator and not as a legal services provider:
 - ii. each party is entitled to appoint a legal representative at its own cost to assist it;
 - iii. each party shall provide promptly to us all information and evidence we reasonably require in relation to the dispute;
 - iv. once we have gathered all the information as we deem relevant we will investigate the complaint thoroughly and fairly and shall deliver an objective written decision to each of the Customer and Operator;
 - v. each of the Customer and Operator expressly agrees to comply with the judgement and shall pay all such sums as we determine within 10 days of receipt of our judgement;
 - vi. notwithstanding the provisions of this Condition 8, we cannot be liable for any act or omission of a Customer and a Operator in connection with a dispute and/or our decision, including any failure to pay or refund any sums we determine are due.
- 9. GENERAL**
- 9.1 No joint venture, partnership, employment or agency relationship exists between you and us as a result of your use of the Tally Market Platform.
- 9.2 The Terms (as amended from time to time) constitute the entire agreement



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relating to your use of the Tally Market Platform.

- 9.3 If any provision of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force and effect.
- 9.4 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of any breach, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 9.5 You may not assign, delegate or otherwise transfer your account or your obligations under the Terms without our prior written consent. We may assign or otherwise transfer our rights and obligations in terms of the Terms to third parties.
- 9.6 Any notice to you via email, regular mail or notices or links on the Tally Market Platform shall constitute acceptable notice to you under the Terms
- 9.7 Tally Market may use the Customer or Operator as a case study for future customers of Tally Market and/or refer to the Customer or Operator in its publicity and/or advertising material to attract new customers. The Customer or Operator grants Tally Market a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the Customer or Operator Logo
- in accordance with this clause 9.7 for the term of this Agreement.
- 9.8 Any provision of these Terms that expressly or by implication is intended to come into force or continue after termination or expiry of these Terms shall remain in full force and effect. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination shall not be affected.
- 9.9 The Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

PART B: TERMS FOR OPERATOR

10. REGISTRATION AND USE OF THE TALLY MARKET PLATFORM

- 10.1 If you wish to register as or on behalf of a Operator on the Tally Market Platform, you must have the authority to bind the Operator to the Terms, be at least 18 and legally capable of entering into a contract. The details that you provide on registration must be true, accurate and complete. You agree to update your account to reflect any changes to those details, or to notify us accordingly and we can make the changes. At our request, you shall provide evidence of your compliance with this Condition 10.1 You also agree to provide any further information we may require from you



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- from time to time, including information relating to your identity. We may not accept your registration until we have verified this information and we shall notify you accordingly. We reserve the right to refuse your registration.
- 10.2 When you register on the Tally Market Platform you will create a password. You are responsible for keeping your password confidential. You are responsible for any activity under your account. Please take precautions to protect your password and contact us immediately by email to company email if you believe there has been any unauthorised use of your account. You may not transfer your account to anyone else. We may deny access to a password if we reasonably believe that it is being used by an unauthorised person or that the user is in breach of the Terms.
- 11. TERMINATION OR SUSPENSION**
- 11.1 We may suspend or terminate your Tally Market at any time and without liability to you for any or no reason, including if:
- (a) any information that you provide to us is not true or we cannot verify or authenticate any such information;
 - (b) you are in breach of any of the provisions of these Terms;
 - (c) you frequently reject a Booking request or cancel a Booking; and/or
 - (d) we receive complaints or disputes are raised in relation to your activities on the Tally Market Platform or otherwise.
- 11.2 You may contact us at any time to terminate your Tally Market account by email to hello@tallymarket.co.uk or you can do so within your dashboard on the Tally Market Platform. Any Bookings you have accepted before termination remain in force.
- 11.3 Following termination by us of your Tally Market account you must cease to use the Tally Market Platform and you must not re-register on the Tally Market Platform under any other name.
- 12. WORKSPACE AND WORKSPACE SERVICES DETAILS**
- 12.1 Once your account is registered on the Tally Market Platform, you can upload details about your Workspace and Workspace Services, including availability, location and any particular terms and conditions applicable to a Booking. All details must be accurate, complete and up-to-date at all times and any particular terms and conditions you wish to apply must be consistent with our Terms. You agree that the Customer will rely on the details you have uploaded to make a Booking.
- 12.2 Your listing for a particular Workspace will not be live on the Tally Market Platform until we have approved the pricing. Any such approval will not



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affect your obligations under this Condition 12 and/or your liability for the content you upload to the Tally Market Platform. The placement and ranking of a listing for a particular Workspace in search results on the Tally Market Platform may vary and depend on a variety of factors, such as search parameters and preferences, requirements and calendar availability, number and quality of Images, customer service and cancellation history.

- 12.3 You must not post any content on the Tally Market Platform, including details relating to your Workspace and/or Workspace Services that:
- (a) is deliberately dishonest or false;
 - (b) is obscene offensive, hateful, inflammatory, or unlawful, or promotes illegal activities, violence or hatred;
 - (c) is discriminatory or appears to be discriminatory of any group of people including on the grounds of sex, race, age or disability;
 - (d) includes any IP Rights that do not belong to you unless you have the written permission of the owner of such IP Rights to reproduce it on the Tally Market Platform;
 - (e) includes any personal insults or attacks;
 - (f) breaches the provisions of any law, statute or regulation including the Equality Act 2010 and the Data Protection Legislation; and/or

- (g) encourages or otherwise deliberately or recklessly involves any breach of applicable laws, regulations, codes of practice and/or guidelines.

12.4 We may at our sole discretion:

- (a) require you to amend any content you have posted on the Tally Market Platform; and/or
- (b) remove any content you have posted on the Tally Market Platform at any time and without notice to you if we reasonably believe that such content breaches any part of the Terms.

12.5 Tally Market may take photos of the Workspace and use such photos at its sole discretion including to promote the Tally Market Platform.

12.6 You grant to Tally Market an exclusive, worldwide, royalty-free, irrevocable, perpetual sub-licensable and transferable licence to use all content you upload to the Tally Market Platform for all our marketing and general business purposes in any media or platform without further notice or compensation to you.

13. BOOKINGS AND CANCELLATIONS

13.1 From time to time you may receive a request for a Booking. You can accept or reject at your discretion but if you frequently reject a request for a Booking, we may exercise our right to terminate your account.



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- 13.2 When you accept a Booking you agree that you are entering into a legally binding contract to provide the Workspace Services to the Customer in accordance with the terms of the Booking. We are not a party to that contract.
- 13.3 You may cancel a Booking on the Tally Market Platform provided you do so within 48 hours from the start time for the Booking.
- 13.4 A Customer may cancel a Booking on the Tally Market Platform subject to the cancellation policy applicable to the relevant Workspace and entered on the Tally Market platform. Cancellation policies may vary between Workspaces and Operators. Where no cancellation policy has been agreed in writing or on the platform the standard Tally Market cancellation policy will be assumed which is a full refund if the booking is cancelled 24 hours before the start time.
- 13.5 Where you have made an amendment to your cancellation policy the policy that will apply is the one agreed at the time the booking was requested.
- 14. PROVISION OF WORKSPACE SERVICES**
- 14.1 In respect of each Booking, you warrant and represent that you shall:
- (a) maintain the Workspace and its facilities to reflect good industry practice;
 - (b) ensure that the Workspace is free from obstructions, clean, safe, in a good condition and a good state of repair, and fit for the Workspace Services;
 - (c) provide the Workspace Services with all due skill and care, and in accordance with all applicable laws and regulation;
 - (d) ensure that the Workspace has functioning wi-fi; and
 - (e) ensure that the Workspace complies with all applicable laws and regulations, including those relating to health and safety, planning, alcohol supply and licensing, disability discrimination and fire certification.
- 14.2 You shall obtain appropriate insurance coverage with reputable insurance companies, against all risks that would normally be insured against by a prudent organisation providing the Workspace Services.
- 14.3 You shall treat all Personal Data and other information relating to a Customer as confidential and you shall comply with the Data Protection Legislation in respect of the Customer's Personal Data.
- 14.4 We are not a party to the Booking. Therefore, all issues, concerns and/or enquiries relating to the Booking must be raised with the Customer.
- 14.5 If a Customer makes a reasonable and justified complaint stating that you have failed to provide the Workspace Services in accordance with this Condition 14, no Fee shall be due to



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you. You may contact the Customer directly to resolve the dispute, which may include making a claim for sums due for the Workspace Services.

If a price is not correct you must reject or cancel the booking. Tally Market will not be responsible for additional costs where a price has been understated when entered on the platform.

15. INDEMNITY

15.1 You shall defend and indemnify us and keep us indemnified and held harmless from and against any costs, losses, damages, expenses and liabilities that we may suffer or incur arising as a result of any third party claim or allegation that we receive from a Operator in respect of your acts or omissions. This indemnity will survive termination of your account on the Tally Market Platform.

16.3 You understand and agree that the prices you enter on the Tally Market Platform, The Booking Amount, and quote to our Clients or the Tally Market team:

(a) must not be higher than any prices you display, market, quote or communicate to potential clients elsewhere in respect of the same Workspace or Workspace Facilities;

(b) must not be higher than any prices you display, market, quote or communicate to other platforms that we reasonably determine are competitive to Tally Market in respect of the same Workspace or Workspace Facilities;

(c) must not be higher than any prices you communicate or quote to a Client or User in respect of the same Workspace or Workspace Facilities;

(d) must be inclusive of the Tally Market Fee and Transaction Fee payable to us. We shall pay to you the Booking Amount less the Tally Fee and the Transaction fee.

16. PRICING

16.1 The price you enter on the Tally Market Platform must at all times be accurate and match (or be less than) the best available rate offered to the general public at the Operator or on competitor or the Operator's own website. If evidence is identified of a lower price or better deal directly quoted by you or available to the general public at the Operator or on competitor or the Operator's own website for the same Workspace or Workspace Facilities, you agree to match the lower price and to refund Tally Market the difference between the price quoted through the Platform and the lower price within 28 days.

16.2 It is your responsibility to check the booking price, Tally Market's deduction and the VAT amount in the confirmation email for each booking.

17. FEES, COMMISSION

17.1 Subject to Condition 14.5, on completion of the Workspace Services



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- in accordance with these Terms, we shall pay to you the Booking Amount less the Tally Fee and the Transaction fee. Tally Market reserves the right to change the calculation of the Tally Market Fee at any time and will provide you adequate notice of any changes before they become effective.
- 17.2 The standard Tally Market Fee is 12.5% of the Booking Amount.
- 17.2 We will apply the Transaction Fee of 2.5% to all Bookings made through the platform or agreed in writing.
- 17.3 The Booking Amount is the price you enter on the website or agree offline this amount less the Tally Fee and the Transaction Fee is the amount payable to you by Tally Market. The Transfer Amount stated on the platform and in booking confirmation emails is the Booking Amount plus VAT (or equivalent taxes). The Booking Amount and Transfer Amount will be displayed to the Operator when the Operator is asked whether to confirm or reject a Booking Request from a prospective Client via the platform.
- 17.4 The Client may pay Tally Market a higher fee than the Booking Amount as a result of additional Customer Commission, Token rounding, platform fees or other charges. The amount charged to the Client is determined by Tally Market and the Operator must not disclose to the Client the Booking Amount paid by Tally Market to the Operator.
- 17.4 You must not request that the Customer pays any sums directly to you for the Workspace Services except
- in accordance with Condition 14.5 or Condition 17.5.
- 17.5 If additional services or upgrades are provided to Tally Market Market Customers on the day of the booking it is the venue's responsibility to charge the customer for these services directly and pay Tally Market the standard Tally Market Fee of 12.5% plus the Transaction Fee of 2.5%, OR if the Customer wishes to upgrade or make an amendment to their booking via the Tally Market platform it is the venue's responsibility to ensure that the amendment is requested on the Tally Market platform and that you have received an email confirmation from Tally Market.
- 17.6 If any Customer or their associated company makes a booking for Workspace Services (whether that is a repeat booking by a Customer or a new Customer making a new booking) outside of the Tally Platform, then our standard Commission fee of 15% remains due to us and is payable within 10 days of the booking. We reserve the right to audit, or engage a third party to audit, your accounts and records to ensure compliance with the provisions of this Condition 17.6. The provisions of this Condition 17.6 remain in force following termination of your Tally account for a period of 12 (twelve) months.
- 17.7 All payments made by you shall be in pounds sterling monthly via a self-billing agreement except for payments due under Condition 17.5. Payments are made via bank transfer, Stripe or Paypal.



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17.8 Your Payment Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider and are subject to different terms and conditions and privacy practices which you should review independently.

18. REFERRALS

18.1 Where you enter into a Space Agreement with a Client, we will determine that a Client has been referred to you by us and that a Referral Fee will become payable if:

- (a) the Client first contacted the Operator or made a booking through the Tally Market platform or offline through our service;
- (b) we first contacted the Operator on behalf of the Client or arranged a Viewing or Booking on behalf of the client.

18.2 In the event of a disputed Referral the Operator must provide all documentary evidence, within 48 hours of our request for evidence. The documentary evidence must prove that the Operator had been in contact with the Client other than through our service prior to our introduction. Tally Market will review this information, and Tally Market's own evidence, in good faith, and determine whether the Referral Fee is due. Tally Market's determination on the matter shall be final and binding on the Operator.

18.3 We reserve the right to monitor, or engage a third party to monitor, communications between the Operator

and Client to ensure that you are not attempting to circumvent the service to avoid paying the Referral Fee.

19. REFERRAL FEES

19.1 If a Client or any Customer, Customer, User or their associated company enters into a Space Agreement with you a fee of 10% of the Space Agreement value will be payable by you to us for the first 12 months of the Space Agreement and is payable within 10 days of your receipt of payment.

19.2 For Space Agreements that exceed 12 months a fee of 2.5% of the Space Agreement value will be payable by you to us for the remainder of the lease and is payable within 10 days of your receipt of payment.

19.3 The Operator shall notify Tally Market in writing of the following no later than 5 business days after it enters into such a Space Agreement:

- (a) the date it enters into the Space Agreement;
- (b) the amount of the payments due for services under the Space Agreement; and
- (c) the duration of the Space Agreement.

19.4 Tally Market shall be entitled to Commission in accordance with 19.1 if an Operator enters into a Space Agreement with a Customer, Customer or User of Tally Market.



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- 19.5 We reserve the right to audit, or engage a third party to audit, your accounts and records to ensure compliance with the provisions of this Condition 19.
- 19.6 The provisions of this Condition 19 remains in force following termination of your Tally account for a period of 12 (twelve) months.
- 19.7 If an Operator fails to make a payment due to Tally Market by the due date then they shall pay interest on the overdue amount at 4% per annum above the Bank of England Base Rate. Interest will be calculated from the date payment became overdue until the date payment is received. The Operator shall pay the interest as well as the overdue amount.
- 20.3 All details that you provide on registration must be true, accurate and complete. You agree to update your account to reflect any changes to those details, or to notify us accordingly and we can make the changes. At our request, you shall provide evidence of your compliance with this Condition 16.2. You also agree to provide any further information we may require from you from time to time, including information relating to your identity. We may also check the information you provide, by accessing social media accounts or otherwise. We may not accept your registration until we have verified this information and we shall notify you accordingly.
- 20.4 When you register on the Tally Platform, whether as an Administrator or a Customer User, you will create a password. You are responsible for keeping your password confidential. You are responsible for any activity under your account. Please take precautions to protect your password and contact us immediately by email to company email if you believe there has been any unauthorised use of your account. You may not transfer your account to anyone else. We may deny access to a password if we reasonably believe that it is being used by an unauthorised person or that the user is in breach of the Terms.

PART C: TERMS FOR CUSTOMERS

20. REGISTRATION AND USE OF THE TALLY PLATFORM

- 20.1 If you wish to register as a Operator on the Tally Platform, you must be at least 18 years old legally capable of entering into a contract. We retain the right to reject your registration.
- 20.2 The Administrator of your Tally account shall have the authority to bind the Customer. You may change the identity of the Administrator on written notice to us. The Administrator may establish accounts for Customer Users and shall ensure that each Customer User, as a condition of being granted access to the Tally Platform, reads and agrees to these Terms.
- 21. TERMINATION OR SUSPENSION**
- 21.1 We may suspend or terminate your Tally account at any time and without liability to you for any or no reason, including if: (a) any information that you provide to us is not true or we



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- cannot verify or authenticate any such information; (b) you are in breach of any of the provisions of these Terms; and/or (c) we receive complaints or disputes are raised in relation to your activities on the Tally Platform or otherwise.
- 21.2 You may contact us at any time to terminate your Tally account at by sending us an email at hello@tallymarket.co.uk. You have 1 (one) month from sending us such an email to use your Tally Tokens.
- 21.3 Following termination of your Tally Account, any Booking will be still valid and but Tally Tokens will not be refunded, unless we have terminated your Tally Account without good cause. We, therefore, advise you to use all your Tally Tokens.
- 21.4 Following termination by us of your account you must cease to use the Tally Platform and you must not re-register on the Tally Platform under any other name.
- 22. BOOKINGS AND CANCELLATIONS**
- 22.1 You may request to use workspace services by submitting a booking on the Tally Market platform in exchange for the number of Tally Market tokens specified on the platform. In relation to each booking you must:
- a) provide the correct identity details for all individuals who are to use the Workspace under that Booking(s);
 - b) Ensure that each such individual is aware of, and has agreed to, their identity details being disclosed for the purpose of that booking.
- 22.2 The Operator and Tally Market can accept or reject each booking at their absolute discretion. If a booking is accepted Tally Market will notify you. No Booking shall be permitted to take place unless and until Tally Market notifies you, on behalf of the Operator, that the booking is accepted in accordance with this clause 22.2.
- 22.3 A Booking is paid for in Tally Tokens. You must have sufficient Tally Tokens to pay for your Booking otherwise your Booking cannot be accepted.
- 22.4 You may cancel a Booking on the Tally Market Platform your tokens will only be refunded in line with the cancellation policy specified in the email confirming your booking. If you do not cancel a Booking via the platform the cancellation window will be based on the time that Tally Market was able to notify the Operator, we therefore, recommend all cancellations are made directly via the Tally Market platform. The cancellation policy is determined by the Operator. If you have any questions with regards to the cancellation policy for a booking email: hello@tallymarket.co.uk
- 22.5 Tally Market shall promptly notify you if an Operator cancels a Booking for any reason. Where a Booking is cancelled by the Operator we shall refund you the Tally Market Tokens exchanged provided we have been notified by you or the Operator within 48 hours of the cancellation.



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- 22.5 If a Operator fails to provide the Workspace Services in accordance with these Terms, in particular Condition 13, please notify us within 48 hours and we shall refund you the Tally Market Tokens exchanged. Do however be aware that the Operator may contact you directly to resolve the dispute, which may include making a claim for sums due for the Workspace Services.
- 22.6 Tally Market does not give any representations, warranties or conditions of any kind, and shall not be responsible to you, including (without limitation) with respect to the:
- (a) Quality, availability or suitability of the Workspace or Workspace Services.
 - (b) Accuracy of the description provided to you by Tally Market of the Workspace or Workspace Services.
- 22.7 The Operator may inform us of any payments you owe it for any extra time you spend in the Workspace or for additional Workspace Facilities. You authorise us to invoice or deduct Tally Market tokens for the additional charges incurred for additional services used.
- 23.2 We ask you to respect the property of others. You may use a Workspace which you book via the Tally Market Platform only for lawful purposes. You must not damage any part of the Workspace, or cause a disturbance or nuisance to others. You must comply with all policies relating to the Workspace that are provided to you.
- 23.3 We also ask that the Operator complies with the Data Protection Legislation in respect of your Personal Data. However, we cannot promise that they will do so. If you have any concerns about how a Operator is using your Personal Data, please contact the Operator.
- 23.4 You shall be responsible for your use of the Workspace and Workspace Facilities including (without limitation) complying with the Operators' Terms and Conditions. You shall indemnify Tally Market from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees) arising out of any non-compliance by you with the Operator's Terms and Conditions.
- 23.5 We are not a party to the Booking. Therefore, all issues, concerns and/or enquiries relating to the Workspace Services and Workspace must be raised with the Operator. However, you agree to comply with all applicable laws in your relationships with the Operator.

23. USE OF WORKSPACE AND WORKSPACE SERVICES

- 23.1 You must only book Workspace through the Tally Market Platform. A breach of this Condition 23.1 shall be



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24. INDEMNITY

24.1 You shall defend and indemnify us and keep us indemnified and held harmless from and against any costs, losses, damages, expenses and liabilities that we may suffer or incur arising as a result of any third party claim or allegation that we receive from a Operator in respect of your acts or omissions. This indemnity will survive termination of your account on the Tally Market Platform.

25. TALLY MARKET TOKENS

25.1 A Customer must pay for their Tally Market Tokens on a monthly basis as part of their subscription. In addition, you can top up your Tally Market account with additional Tally Market Tokens on payment of the fee set out on the Tally Market Platform from time to time. We may change the Platform Fee due on at least 30 days' notice. Payments are made in advance. Payments are to be made via bank transfer, Stripe or via PayPal in pound sterling. If payments are made via invoice then payments are to be made within 7 (seven) days upon reception of the invoice.

25.2 Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider and are subject to different terms and conditions and privacy practices which you should review independently.

25.3 Tally Market Tokens are valid for a period of 6 (six) months from the date of purchase and accordingly must be

exchanged for Workspace Services within this period. We may, at our sole option, amend this period on notice to you.

25.4 Tally Market Tokens have no value except in relation to Workspace Services, are non-refundable and accordingly cannot be redeemed for cash.

25.5 Tally Market Tokens are non-transferable to any third party.

25.6 If a Customer fails to make a payment due to Tally Market by the due date then they shall pay interest on the overdue amount at 4% per annum above the Bank of England Base Rate. Interest will be calculated from the date payment became overdue until the date payment is received. The Customer shall pay the interest as well as the overdue amount.

25.7 The purchase price of Tally Market Tokens may change and we will provide Customers adequate notice of any price changes before they become effective. We determine the number of Tally Market Tokens to be exchanged for Workspace Services.