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MYOFFICE GENERAL TERMS AND CONDITIONS

(Updated 17/06/2025)

1. THIS IS A CONTRACT

- a. These Terms of Service ("General Terms"), along with MyOffice's Privacy Policy, form a legally-binding contract between you and MyOffice, as well as its affiliates ("we," "us" and "our"). By using the Services (as defined below), you are agreeing to be legally bound by these General Terms. If you don't agree with these General Terms, you must discontinue using the Services.
- b. As used in these General Terms and Conditions, the word "Services" applies to shared office space services provided to you by MyOffice.
- c. The phrase "House Rules" refers to the MyOffice House Rules, which appear after these MyOffice General Terms and Conditions.

2. WE EXPECT YOU TO BE A RESPONSIBLE USER.

- a. You agree that you will not use the Services for any purpose that is unlawful or prohibited by these General Terms. You agree to follow all applicable local, national, and international laws and regulations. You are solely responsible for all acts and/or omissions that occur while using any Services, including the content of any transmissions you send through the shared internet Services and any content you upload or publish using the Services.
- b. We expect you to respect the rights of other MyOffice users. By using the Services, you agree that you will not upload, transfer, or otherwise make available files, images, code, materials, or other information or content that violates the rights of any third party, including their intellectual property rights, however defined. You furthermore undertake to take all reasonable steps to ensure that you and/or your guests do not disturb other users of the Service.



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- c. You also agree not to upload, transfer, or otherwise make available any content that is obscene, vulgar, sexually-oriented, hateful, or threatening. MyOffice strictly forbids unsolicited messaging and unauthorized advertisements while using the Services.
- d. You are entirely responsible for your use of the Services. You are also responsible for any and all activities that occur under your supervision while using the Services.
- e. You acknowledge that information of any kind presented to you via the Services may be protected by copyright, trademark, patent and/or other proprietary rights and laws. You agree not to violate these laws or infringe these rights in any way.
- f. You may not carry on a business that competes with our business of providing the Services.
- g. The MyOffice Services shall only be used upon confirmation of a booking made via our website. Should a booking not be confirmed, we reserve the right to refuse you access to our premises as well as refuse to render the Services to you. Your booking is furthermore subject to you effecting payment for the Services upon your arrival at the MyOffice premises, prior to your use of the Services.
- h. Regardless of the time you commence using the Services, you must vacate any room/s on or before the confirmed booking end time. Failure to vacate the room/s on or before the confirmed booking end time will result in you being charged for an additional hour of used, however, you will not be entitled to use the room/s for the said additional hour.
- i. When vacating the MyOffice premises, you must ensure that you leave the premises in the same state and condition as it was when you took occupation.
- j. You shall be liable and responsible for any/all of your own property brought onto the premises. It shall at all times remain your responsibility to ensure that any property brought onto the premises is legal in terms of South Africa laws and regulation. You are responsible for any loss, claim or liability we may incur as a result of your failure to comply with this clause 2(k).
- k. You are not permitted to use the MyOffice building address as a post box for your business. Any mail and/or package delivered to the MyOffice premises, shall be subject to disposal unless prior written permission has been provided to you by MyOffice.



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- l. You shall not cite the MyOffice premises as the address for your business.
- m. You are liable for any and all damage suffered by MyOffice which is caused by you, any of your guests and/or any property you may have brought onto the premises.
- n. You may only use the room that has been assigned to you by MyOffice.
- o. You may not exceed the indicated maximum capacity of the room/s which you have booked/been assigned.
- p. You shall comply at all times with all relevant anti-slavery, anti-bribery, and anti-corruption laws.
- q. You agree that you will not download or upload viruses or other forms of malware while using the MyOffice Services.

3. HOUSE RULES

You acknowledge and agree to at all times comply with the MyOffice House Rules, which are incorporated into these General Terms and Conditions by reference. Failure to comply with the House Rules may result in you being barred from using the Services.

4. DETAILS

For clarity, and consistent with the rest of these General Terms and Conditions, MyOffice may offer a portfolio of third-party software and equipment to you at our sole discretion. MyOffice offers these third-party services at its sole discretion and accepts no liability in any form for any losses or damages you may suffer as a result of using the said third-party services.



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5. THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OR GUARANTEES.

MyOffice does not guarantee that your use of the Services will be problem-free. Although we work hard to provide the highest quality Services, we cannot and do not guarantee that they will work perfectly every time or in every respect.

- a. The Services are provided “as is” without warranties of any kind. MyOffice and/or its respective suppliers hereby disclaim all warranties and conditions with regard to the Services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.
- b. MyOffice does not represent or warrant that the Services will be uninterrupted, that defects with the Services will be corrected, or that the Services or the server that makes them available are free of viruses or other harmful components.
- c. In compliance with local law, certain Services and websites may not be available e.g. piracy websites.

6. CERTAIN SERVICES ARE PROVIDED BY THIRD PARTIES.

Some Services accessible through the MyOffice internet access points are provided by other companies (“Third Party Services”). Third Party Services may be subject to separate terms and conditions.

7. YOUR ACCESS TO THE SERVICES IS SUBJECT TO CHANGE.

MyOffice reserves the right at any time to modify or discontinue the Services in whole or in part, and to terminate your access to the Services at any time, with or without notice. You agree that MyOffice shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.



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8. MYOFFICE IS NOT RESPONSIBLE FOR ANY DAMAGES YOU MAY INCUR AS A RESULT OF YOUR USE OF THE SERVICES.

- a. You agree that MyOffice shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Services.
- b. You agree that MyOffice is not responsible or liable for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that MyOffice is not responsible for any actions by any third party.
- c. In no event shall MyOffice and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the Services, with the delay or inability to use the Services, the provision of or failure to provide any Services, or for any information, software, products, services, and related graphics obtained through the Services, or otherwise arising out of the use of the Services, whether based on contract, common law, negligence, strict liability, or otherwise, even if MyOffice or any of its suppliers has been advised of the possibility of damages.
- d. You agree to indemnify and hold MyOffice, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, on the attorney own client scale, asserted by any third-party due to or arising out of your use of or conduct on the Services.

9. WE NEED YOU TO RESPECT OUR TRADEMARKS

The MyOffice, word marks, the MyOffice logo are trademarks of MyOffice or its affiliates in South Africa.



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You agree that all such trademarks, trade names, service marks, and other MyOffice logos and brand features, and product and service names are trademarks and the property of MyOffice (the "MyOffice Marks"). Without prior written permission, you agree not to display or use the MyOffice Marks in any manner.

10. THESE GENERAL TERMS ARE BASED ON SOUTH AFRICAN LAW

These General Terms are governed by the laws of South Africa without giving effect to any conflicts of law principles that may require the application of the laws of a different country. If any provision of these General Terms is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of these General Terms shall not be affected or impaired thereby.

11. DATA PROCESSING

Please see our Privacy Policy. We encourage you to read the Privacy Statement to better understand how you can manage your data preferences.

12. MYOFFICE MAY MODIFY THESE GENERAL TERMS

MyOffice may update these General Terms or the Privacy Policy from time to time. It is your responsibility to remain informed of any changes, because you are legally obligated to abide by the latest versions of these General Terms and the Privacy Policy. You may not assign or transfer your rights under these General Terms and Conditions without obtaining MyOffice's prior written consent, and any purported assignment or transfer in violation of this section will be null and void.