Terms and Conditions of Use and Membership

Version 1.1, effective 17 November 2026.

1. Service provider

The services branded cwrkng. by Motiff are provided by Motiff d.o.o., Valtera Perića 20, 71000 Sarajevo, Bosnia and Herzegovina, tax ID (JIB) 4202618200007, company ID 202618200007 ("Motiff", "we"). Contact: coworking@motiff.io, +387 65 367 122.

2. Scope

2.1. These terms govern the purchase and use of coworking plans through coworking.motiff.io, payment.motiff.io and the member portal (the "Platform").

2.2. A "Member" is any individual or legal entity that buys a plan. When a company buys a plan, the person accepting these terms confirms they are authorised to act on its behalf.

2.3. Where a separate written agreement exists with the Member (e.g. a Virtual Office Service Agreement), that agreement prevails, and these terms apply to matters it does not cover.

2.4. The house rules (access codes, guests, meeting rooms, opening hours) form part of these terms. They are on display in the space and available at House Rules (https://app.notion.com/p/motiff/House-Rules-3674181ea4238041bc98d339b6c97790).

2.5. The Member logs in to the member portal with a one-time code we send to their email address.

3. Plans

3.1. **One-off plans** (e.g. day and multi-day passes) are paid in advance, do not renew and expire at the end of the paid period.

3.2. **The Dedicated Monthly plan** gives the right to use an assigned desk for 30 days from the chosen start date. It renews automatically every 30 days until the Member cancels it (section 7).

3.3. **Virtual Office** covers use of the Valtera Perića 20 address as a registered seat or business address and mail handling, under a separate agreement. The minimum term is 6 months, after which the service renews automatically every month until the Member cancels it. Registering a company seat is only possible for business activities approved by Motiff and the landlord.

3.4. The description, price and inclusions of each plan are shown on the Platform before purchase. Prices are in BAM (KM) and include 17% VAT.

3.5. A Member cannot hold two plans whose days overlap. The Platform does not accept a purchase that overlaps a plan the Member already has, including the period an active renewal will cover.

3.6. A plan is personal to the Member it was bought for and cannot be transferred or shared.

3.7. For operational reasons, Motiff may move a Dedicated Monthly Member to a comparable desk, with at least 3 days' notice.

4. Conclusion of the contract

4.1. The contract is concluded when the Member accepts these terms, authorises payment, and Motiff confirms successful payment.

4.2. We email the purchase confirmation, the invoice, and the version of these terms the Member accepted, as a PDF. The accepted version is also available in the member portal. For the Dedicated Monthly plan, the confirmation also states the renewal date, the amount, and the cancellation deadline.

4.3. If the email address entered at purchase already belongs to a Member, the Member must log in with the one-time code we send to that address before paying.

5. Automatic renewal and billing

5.1. For auto-renewing plans, the Member authorises Motiff to store their payment card through the payment processor Monri and to charge it for each new period until the membership is cancelled. Before payment, the Platform shows the amount, how often it is charged, and how to cancel.

5.2. The first charge is made at purchase. Each subsequent charge is made on the last day of the current period and pays for the next period, which starts the following day. The renewal date is shown in the member portal, and we send a reminder by email 7 days before it.

5.3. Each renewal is charged at the amount the Member paid for the period being renewed, unless the price changes under section 8.

5.4. Cards are stored and processed only by Monri. Motiff never sees or stores the full card number or security code. Renewals are charged to the Member's primary card, which the Member can change in the member portal at any time. A saved card can also be used for the Member's later purchases, each confirmed with the card's security code. When a card is added without a purchase, Monri temporarily holds 1.00 KM to verify it and then releases it.

5.5. The Member receives an invoice by email after every charge. After a renewal, the Member's access code stays the same and keeps working for the new period.

5.6. Existing Members whose Dedicated Monthly plan was set up before automatic renewal can turn it on in the member portal by choosing or adding a card and accepting the renewal terms. If they turn it on after the cancellation deadline for the current period (7.2), the first renewal charge can no longer be avoided.

6. Failed payments

6.1. If a renewal charge fails, including when the Member has no valid primary card, we notify the Member by email and try once more in the evening of the same day (Sarajevo time). Before the second attempt, the Member can make another saved card primary.

6.2. If the second attempt also fails, the plan does not renew. It ends on its last day, together with the access code, and we inform the Member by email. To continue, the Member buys a new plan on the Platform, subject to availability.

6.3. For Virtual Office, non-payment for more than 20 days is grounds for termination under the separate agreement.

7. Cancellation

7.1. The Member cancels in the member portal using "Cancel membership". We confirm every cancellation by email. A cancellation cannot be withdrawn; a Member who wants to continue buys a new plan on the Platform.

7.2. **Dedicated Monthly:** cancellation must be made by the end of the day (Sarajevo time) 15 days before the last day of the current period. The plan then ends on its last day and is not charged again. A later cancellation takes effect at the end of the following period, which is charged. The exact cancellation deadline is shown in the member portal and in every payment confirmation.

7.3. **Virtual Office:** cancellation is possible after the minimum term, with 20 days' notice before the next renewal. The Member must show proof that they changed their registered seat in the court register before cancelling their plan.

7.4. After cancellation, the plan runs until the end of the paid period. Except under 7.5, no refunds are made for unused parts of a period.

7.5. **Right of withdrawal:** a Member who buys a plan online as a consumer may withdraw from the contract within 14 days of purchase, without giving a reason, by emailing coworking@motiff.io. By choosing a start date within those 14 days, the Member asks for the service to start before the withdrawal period ends. On withdrawal, we refund the amount paid minus the value of the days already covered by the plan, within 14 days of receiving the notice. Once the full paid period has been used, the right of withdrawal no longer applies.

8. Changes to prices and terms

8.1. We notify the Member by email of any price change at least 30 days before it takes effect. The new price applies from the first renewal after that date.

8.2. We may update these terms, for example when we introduce new features or when the law requires it. We publish the new version on the Platform. If a change disadvantages Members, we also notify them by email before it takes effect.

8.3. A Member who does not agree with a price change, or with a change to these terms that disadvantages them, may cancel before it takes effect, without the notice period in 7.2. Continued use after that date counts as acceptance.

9. Member obligations

9.1. The Member follows the house rules, does not share their access code, and is responsible for their guests.

9.2. The Member is liable for damage to equipment or premises caused by them or their guests.

9.3. The space may not be used for unlawful activities or activities not permitted at the premises.

10. Termination by Motiff

Motiff may terminate the contract by written notice if the Member seriously or repeatedly breaches these terms or the house rules. In that case the Member is not entitled to a refund for the current period, unless the law provides otherwise.

11. Liability

11.1. Motiff is not liable for the Member's personal belongings left in the space, except for damage caused intentionally or by gross negligence on Motiff's part.

11.2. Short interruptions to internet, power or other services beyond our control do not give a right to a refund. If the service is unavailable for more than 2 consecutive working days through Motiff's fault, the Member is entitled to a proportionate reduction.

11.3. Nothing in these terms limits consumer rights provided by law.

12. Personal data and video surveillance

12.1. We process personal data in line with the Law on Personal Data Protection of Bosnia and Herzegovina, as described in the Privacy Policy available on the Platform.

12.2. The entrance and common areas of the space are under video surveillance for the security of people and property. A written notice at the entrance states that the space is under video surveillance. Cameras do not record sound and are not placed in restrooms. How recordings are used, who can access them and how long they are kept is described in the Privacy Policy.

13. Complaints and disputes

13.1. Send complaints to coworking@motiff.io. We reply within 8 days.

13.2. These terms are governed by the law of Bosnia and Herzegovina. Disputes fall under the competent court in Sarajevo, unless the law gives a consumer the right to another court. Consumers may also contact the Ombudsman for Consumer Protection in BiH.

13.3. If the Bosnian and English versions differ, the Bosnian version prevails.

Opšti uslovi korištenja i članstva

Verzija 1.1, važi od 17. novembra 2026.

1. Pružalac usluga

Usluge pod nazivom cwrkng. by Motiff pruža Motiff d.o.o., Valtera Perića 20, 71000 Sarajevo, Bosna i Hercegovina, JIB 4202618200007, ID broj 202618200007 („Motiff“, „mi“). Kontakt: coworking@motiff.io, +387 65 367 122.

2. Područje primjene

2.1. Ovi uslovi uređuju kupovinu i korištenje coworking paketa putem coworking.motiff.io, payment.motiff.io i članskog portala („Platforma“).

2.2. „Član“ je svako fizičko ili pravno lice koje kupi paket. Kada paket kupuje firma, osoba koja prihvata ove uslove potvrđuje da je ovlaštena da djeluje u njeno ime.

2.3. Ako sa Članom postoji poseban pisani ugovor (npr. Ugovor o pružanju usluga virtualne kancelarije), taj ugovor ima prednost, a ovi uslovi se primjenjuju na pitanja koja on ne uređuje.

2.4. Kućni red (pristupni kodovi, gosti, sale za sastanke, radno vrijeme) sastavni je dio ovih uslova. Istaknut je u prostoru i dostupan na linku Kućni red (https://app.notion.com/p/motiff/House-Rules-3674181ea4238041bc98d339b6c97790).

2.5. Član se prijavljuje na članski portal jednokratnim kodom koji šaljemo na njegovu email adresu.

3. Paketi

3.1. **Jednokratni paketi** (npr. dnevne i višednevne propusnice) plaćaju se unaprijed, ne obnavljaju se i ističu na kraju plaćenog perioda.

3.2. **Paket Dedicated Monthly** daje pravo korištenja dodijeljenog stola 30 dana od odabranog datuma početka. Automatski se obnavlja svakih 30 dana dok ga Član ne otkaže (član 7).

3.3. **Virtualna kancelarija** obuhvata korištenje adrese Valtera Perića 20 kao sjedišta firme ili poslovne adrese i prijem pošte, prema posebnom ugovoru. Minimalno trajanje je 6 mjeseci, nakon čega se usluga automatski obnavlja svaki mjesec dok je Član ne otkaže. Registracija sjedišta moguća je samo za djelatnosti koje odobre Motiff i zakupodavac.

3.4. Opis, cijena i sadržaj svakog paketa prikazani su na Platformi prije kupovine. Cijene su u KM i uključuju PDV od 17%.

3.5. Član ne može imati dva paketa čiji se dani preklapaju. Platforma ne prihvata kupovinu koja se preklapa s paketom koji Član već ima, uključujući period koji će pokriti aktivna obnova.

3.6. Paket je ličan i vezan za Člana za kojeg je kupljen te se ne može prenijeti niti dijeliti s drugima.

3.7. Iz operativnih razloga Motiff može Člana s paketom Dedicated Monthly premjestiti na odgovarajući sto, uz najavu najmanje 3 dana unaprijed.

4. Zaključenje ugovora

4.1. Ugovor je zaključen kada Član prihvati ove uslove, odobri plaćanje i Motiff potvrdi uspješnu uplatu.

4.2. Na email šaljemo potvrdu kupovine, račun i verziju ovih uslova koju je Član prihvatio, u PDF formatu. Prihvaćena verzija dostupna je i na članskom portalu. Za paket Dedicated Monthly potvrda sadrži i datum obnove, iznos i rok za otkazivanje.

4.3. Ako email adresa unesena pri kupovini već pripada Članu, Član se prije plaćanja mora prijaviti jednokratnim kodom koji šaljemo na tu adresu.

5. Automatska obnova i naplata

5.1. Za pakete s automatskom obnovom Član ovlašćuje Motiff da njegovu platnu karticu sačuva putem procesora plaćanja Monri i da je tereti za svaki novi period dok se članstvo ne otkaže. Prije plaćanja Platforma prikazuje iznos, učestalost naplate i način otkazivanja.

5.2. Prva naplata vrši se pri kupovini. Svaka sljedeća naplata vrši se posljednjeg dana tekućeg perioda i pokriva naredni period, koji počinje sljedećeg dana. Datum obnove prikazan je na članskom portalu, a podsjetnik šaljemo emailom 7 dana ranije.

5.3. Svaka obnova naplaćuje se u iznosu koji je Član platio za period koji se obnavlja, osim ako se cijena promijeni u skladu s članom 8.

5.4. Kartice čuva i obrađuje isključivo Monri. Motiff nikada ne vidi niti čuva puni broj kartice ni sigurnosni kod. Obnove se naplaćuju s primarne kartice Člana, koju Član može promijeniti na članskom portalu u bilo kojem trenutku. Sačuvana kartica može se koristiti i za kasnije kupovine Člana, pri čemu se svaka potvrđuje sigurnosnim kodom kartice. Kada se kartica doda bez kupovine, Monri privremeno rezerviše 1,00 KM radi provjere kartice, a zatim taj iznos oslobađa.

5.5. Nakon svake naplate Član emailom dobija račun. Nakon obnove pristupni kod Člana ostaje isti i važi za novi period.

5.6. Postojeći Članovi čiji je paket Dedicated Monthly ugovoren prije uvođenja automatske obnove mogu je uključiti na članskom portalu tako što odaberu ili dodaju karticu i prihvate uslove obnove. Ako je uključe nakon roka za otkazivanje tekućeg perioda (7.2), prva naplata obnove se više ne može izbjeći.

6. Neuspjela plaćanja

6.1. Ako naplata obnove ne uspije, uključujući slučaj kada Član nema važeću primarnu karticu, obavještavamo Člana emailom i pokušavamo ponovo uveče istog dana (po sarajevskom vremenu). Prije drugog pokušaja Član može drugu sačuvanu karticu postaviti kao primarnu.

6.2. Ako ni drugi pokušaj ne uspije, paket se ne obnavlja. Ističe posljednjeg dana, zajedno s pristupnim kodom, o čemu Člana obavještavamo emailom. Za nastavak Član kupuje novi paket na Platformi, u skladu s raspoloživošću.

6.3. Za Virtualnu kancelariju neplaćanje duže od 20 dana razlog je za raskid prema posebnom ugovoru.

7. Otkazivanje

7.1. Član otkazuje na članskom portalu opcijom „Cancel membership“ (Otkaži članstvo). Svako otkazivanje potvrđujemo emailom. Otkazivanje se ne može povući; Član koji želi nastaviti kupuje novi paket na Platformi.

7.2. **Dedicated Monthly:** otkazivanje se mora izvršiti do kraja dana (po sarajevskom vremenu) 15 dana prije posljednjeg dana tekućeg perioda. Paket tada ističe posljednjeg dana i više se ne naplaćuje. Kasnije otkazivanje stupa na snagu na kraju narednog perioda, koji se naplaćuje. Tačan rok za otkazivanje prikazan je na članskom portalu i u svakoj potvrdi plaćanja.

7.3. **Virtualna kancelarija:** otkazivanje je moguće nakon minimalnog trajanja, uz otkazni rok od 20 dana prije naredne obnove. Prije otkazivanja Član mora dostaviti dokaz da je promijenio sjedište u sudskom registru.

7.4. Nakon otkazivanja paket traje do kraja plaćenog perioda. Osim u slučaju iz tačke 7.5, neiskorišteni dio perioda se ne vraća.

7.5. **Pravo na jednostrani raskid:** Član koji kao potrošač kupi paket online može raskinuti ugovor u roku od 14 dana od kupovine, bez navođenja razloga, slanjem emaila na coworking@motiff.io. Odabirom datuma početka unutar tih 14 dana Član traži da usluga počne prije isteka roka za raskid. U slučaju raskida vraćamo plaćeni iznos umanjen za vrijednost dana koje je paket već pokrio, u roku od 14 dana od prijema obavještenja. Kada se iskoristi cijeli plaćeni period, pravo na jednostrani raskid više ne važi.

8. Promjene cijena i uslova

8.1. O svakoj promjeni cijene Člana obavještavamo emailom najmanje 30 dana prije nego što stupi na snagu. Nova cijena primjenjuje se od prve obnove nakon tog datuma.

8.2. Ove uslove možemo ažurirati, npr. kada uvodimo nove funkcionalnosti ili kada to zahtijeva zakon. Novu verziju objavljujemo na Platformi. Ako je izmjena za Članove nepovoljnija, o njoj ih obavještavamo i emailom prije nego što stupi na snagu.

8.3. Član koji se ne slaže s promjenom cijene ili s promjenom uslova koja je za njega nepovoljnija može otkazati prije njenog stupanja na snagu, bez otkaznog roka iz tačke 7.2. Nastavak korištenja nakon tog datuma smatra se prihvatanjem.

9. Obaveze Člana

9.1. Član poštuje kućni red, ne dijeli svoj pristupni kod i odgovoran je za svoje goste.

9.2. Član odgovara za štetu na opremi ili prostoru koju prouzrokuje on ili njegovi gosti.

9.3. Prostor se ne smije koristiti za nezakonite djelatnosti niti za djelatnosti koje nisu dozvoljene u tom prostoru.

10. Raskid od strane Motiffa

Motiff može pisanim obavještenjem raskinuti ugovor ako Član teže ili više puta prekrši ove uslove ili kućni red. U tom slučaju Član nema pravo na povrat novca za tekući period, osim ako zakon ne propisuje drugačije.

11. Odgovornost

11.1. Motiff ne odgovara za lične stvari Člana ostavljene u prostoru, osim za štetu prouzrokovanu namjerno ili krajnjom nepažnjom Motiffa.

11.2. Kratki prekidi interneta, struje ili drugih usluga na koje ne možemo uticati ne daju pravo na povrat novca. Ako usluga zbog krivice Motiffa nije dostupna duže od 2 uzastopna radna dana, Član ima pravo na srazmjerno umanjenje cijene.

11.3. Ništa u ovim uslovima ne ograničava prava potrošača propisana zakonom.

12. Lični podaci i video-nadzor

12.1. Lične podatke obrađujemo u skladu sa Zakonom o zaštiti ličnih podataka Bosne i Hercegovine, kako je opisano u Politici privatnosti dostupnoj na Platformi.

12.2. Ulaz i zajednički prostori su pod video-nadzorom radi sigurnosti ljudi i imovine. Na ulazu je istaknuto pisano obavještenje da je prostor pod video-nadzorom. Kamere ne snimaju zvuk i nisu postavljene u toaletima. Način korištenja snimaka, ko im ima pristup i koliko dugo se čuvaju opisani su u Politici privatnosti.

13. Prigovori i sporovi

13.1. Prigovore šaljite na coworking@motiff.io. Odgovaramo u roku od 8 dana.

13.2. Na ove uslove primjenjuje se pravo Bosne i Hercegovine. Za sporove je nadležan sud u Sarajevu, osim ako zakon potrošaču daje pravo na drugi sud. Potrošači se mogu obratiti i Instituciji ombudsmena za zaštitu potrošača u BiH.

13.3. U slučaju razlike između bosanske i engleske verzije, mjerodavna je bosanska verzija.