

Terms and Conditions

These Terms and Conditions of use (these “Terms”) are entered into by Music City Work Club (“Company” or “We” or “Our” or “Us”) and you (“You” or “Your”) and shall govern Your access and use of the Services (as defined below).

By accessing, registering for, submitting information to, using, or otherwise engaging with the Services, You acknowledge that You (i) have read and understand these Terms, and (ii) agree to be bound by and comply with these Terms and all applicable laws and regulations.

1. Services.

- a. Company may from time to time provide You with access to office space, workstations, internet access via Wi-Fi or ethernet, office equipment, meeting room space, phone booths, knowledge resources, mail services (as further described below) and other services as Company may determine in its sole discretion (collectively, “Services”). The Services are subject to these Terms at all times.
- b. Mail Services. If You desire to authorize the Company to accept mail on Your behalf, You shall complete PS Form 1583. Without this form on file, any mail received addressed to You will be returned to sender. In completing and submitting PS Form 1583, You authorize the Company or its representatives to sign for mail and packages deliverable only upon signature and agree to pick up all mail and packages in a timely manner. You may elect to have the Company forward your mail to You once a month for an additional \$30.00 per month. Mail unclaimed for more than 30 days will be forwarded to Your address on file and will incur a charge of \$30.00. Notwithstanding the foregoing or anything herein to the contrary, You hereby understand and agree that this is not a rental agreement between you and the Company nor does it otherwise create a landlord-tenant relationship. Submission of PS Form 1583 is an agreement of business address and mail acceptance only.

2. Term and Termination.

- a. Trial Policy. You may sign up for a free one-day trial to have access to all Services available to both the public and members. At the end of the one-day trial period, Your trial will automatically be converted to a monthly membership unless You cancel such trial or membership. Free trials are limited to one per person.
- b. Term. All memberships will automatically renew in accordance with the current membership type unless and until terminated (i.e., monthly memberships will automatically renew each month, annual memberships will renew for another 12-months at the end of the annual membership period). If you fail to comply

with these Terms, the Company may notify You that Your membership will not be renewed or terminate your membership.

c. Termination.

- i. Company may immediately and without notice terminate Your membership or access to the Services with or without cause. If Company terminates Your membership or Your access to the Services, Company will refund You, on a prorated basis, any prepaid amounts for unused periods after deducting any outstanding charges.
- ii. You may terminate Your membership or access to the Services upon providing thirty (30) days' written notice prior the start of the next billing cycle. If You terminate your membership, You are not entitled to any proration or refund of an active billing cycle. Upon providing written notice of termination, unless otherwise communicated by Company, Your membership will remain active and You may continue to access and use the Services until end of the current billing cycle.
- iii. Furthermore, Company may prohibit You from obtaining or reactivating Your access or membership in the future. If You are denied access to the Services or membership for any reason, the Company may charge You with unlawful entry if You continue to access the Services.

3. **Access.**

- a. Members. Upon registering for a membership, You will receive member credentials, which will provide You with access to the facilities and Services. Member credentials are unique for each member. By registering for a membership, You agree to (i) provide complete, current, and accurate information, (ii) to update Your information such that it at all times remains, complete, current, and accurate, and (iii) to not provide Your credentials to anyone else or otherwise allow anyone else to use Your credentials.
- b. Authority. Upon registering for a membership, You hereby represent and warrant that (i) You have all requisite legal power and authority to enter into and abide by these Terms and that no further authorization or approval is necessary, and (ii) Your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.
- c. Guests. Members may bring two guests per visit. However, any person regularly accompanying a member as a guest will be asked to register for a membership. Additionally, the Company may (i) upon notice, reduce the number of guests Members may bring per visit and (ii) remove any disruptive guests from the premises at any time. All member guests will have the same access to the Services as members when accompanying a member.

4. Membership Fees and Payment

- a. Membership Fee. All members shall pay a membership fee equal to \$99.00/month. The first month's membership fee is due upon registration. Subsequent monthly membership fees are due by the first (1st) of each month. Failure to pay the membership fee on or before the fifth (5th) day of each month may result in the termination of Your membership or access to the Services. All other fees are due and payable when incurred.
- b. Payment. The Company accepts payment by credit/debit card, wire transfer, and/or automatic clearing house (ACH)/automatic bank debit payments. You authorize Company to keep any payment information submitted on file (regardless of whether such payment was a one-time payment or a recurring payment) and to charge or debit any fees owed to Company to any on-file payment method. All fees listed are exclusive of taxes unless otherwise noted, and you agree to be responsible and hold the Company harmless for any taxes levied by applicable governmental authorities (including without limitation sales and use taxes and value-added taxes, where applicable).
- c. Late fees. Any late payments will incur interest equal to the lesser of (i) 10% per annum or (ii) the highest rate permitted by law. Late payments, returned checks, or other declined payments due to insufficient funds may also be subject to additional fees and penalties.
- d. Fee Increases. Company may increase its membership fees at any time upon providing Members written notice at least 30 days in advance of any such increase.
- e. Refunds. All fees including membership fee, interest, late fees, penalties, and other incurred fees are deemed final when paid and are non-refundable.

5. Membership Rules and Prohibited Conduct

- a. Company may terminate Your access to Services or membership immediately for any violation of the rules or engagement in any prohibited conduct.
- b. Rules. By registering for, accessing, or otherwise using the Services, You agree to abide by all Company rules, including the obligations and limitations set forth in these Terms, rules published on Company's website at www.MusicCityWorkClub.com or otherwise communicated by Company, and such rules that by nature do not require communication.
- c. Prohibited Conduct.

- i. No user shall be permitted to use the Services: (1) in any capacity that requires frequent visits from non-members, including without limitation for retail services, medical services, as a residential or living space, or for any other non-office use; (2) to store money or other valuable goods or commodities; (3) to sell, manufacture or distribute any controlled substance, including alcoholic beverages, or to use the address of the facility to obtain a license to do any of the forgoing; (4) to engage in any illegal, offensive, or any other activity prohibited by these Terms; (5) in any manner that could damage, disable, overburden, or impair Company's server or otherwise interfere with any other party's use and enjoyment of the Services; (6) in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise); or (7) to create a false identity for the purpose of misleading others.
- ii. Furthermore, no one shall be permitted to (1) host any type of gathering or event with Company's prior written consent; (2) video or audio record without Company's prior written consent; (3) attempt to gain unauthorized access to the Services, or the Company's accounts, systems, or networks including, without limitation, through hacking, password mining, or any other means; (4) obtain or attempt to obtain any information or materials through any means not intentionally made available to the Services; (5) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (6) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through the Company's servers; (7) upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same; (8) use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker; (9) download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner, restrict or inhibit any other user from using and enjoying the Services; (10) violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules); or

(11) harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.

6. Content

a. Ownership. Each party (Company and You) shall retain its respective rights, title and interest in and to its respective intellectual property, including without limitation all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names, domain names, and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software (including, without limitation, source code and object code), data, data bases and documentation thereof, (vi) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) other intellectual property rights and (viii) copies and tangible embodiments thereof (in whatever form or medium), all rights in the foregoing throughout the world and in other similar intangible assets, and all tangible embodiments of the foregoing, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the “IP Rights”). Any rights granted to You related to the use and access of the Services does not convey or create any additional rights in or to the Services, or any of the IP Rights related thereto.

b. License.

- i. Company. By registering for, accessing, or otherwise using the Services, You hereby grant to Company a royalty-free, perpetual, worldwide, transferable, irrevocable, sub-licensable license to use any suggestions, recommendations, requests, or other feedback You provide, without further consideration, compensation, notice, or attribution, including without limitation the right to use Your suggestions and recommendations to improve the Services.
- ii. You. Upon registering for the Services, provided that You comply with all the terms and conditions provided herein or otherwise communicated by Company, Company grants to You a non-exclusive, revocable,

non-transferable, limited license to access and use the Services pursuant to these Terms and subject to all the limitations provided herein. Nothing herein shall create a tenancy or license, except the prepaid usage license to use the Services on a monthly or causal basis, subject to these Terms.

- c. User Generated Content. Company may, from time to time and in its sole discretion, allow users to submit, upload, or otherwise publish text, audio, and/or visual content or otherwise interact with others through its website or social networking features included in the Service ("User Generated Content"). By posting such User Generated Content, You acknowledge and agree that such User Generated Content may be made available to Company, other users or the public, and will not be considered confidential. You are responsible and liable for any content you generate and post. All users are prohibited from posting content that is, in the Company's sole discretion, offensive, threatening, a violation of another's proprietary rights, unlawful, harmful, or otherwise objectionable. By submitting content, You represent and warrant that such User Generated Content does not violate these Terms or infringed on any third-party's intellectual property rights and is otherwise complete, accurate, and correct in all respects. Company is not responsible for User Generated Content. Company makes no endorsements related to any User Generated Content displayed on its website or social networking features. Company may modify, remove, or deny access to any User Generated Information or User that violated these Terms.
- d. Third-Party Websites. While using the Services, You may access or be re-directed to third-party websites. By accessing and using such third-party websites, you agree to abide by their terms and conditions of use. Company expressly disclaims any and all liability or responsibility related to Your access and/or use of such third-party websites, or the content displayed therein.
- e. Photos, Social Media and Press. Company may film, tape, photograph, and/or otherwise record Your appearance (including, but not limited to, Your likeness, appearance, voice, and sounds. Company will be the sole owner of such videos, tapes, photographs, or other media forms (or any derivative thereof) and You hereby grant to Company the right to use Your name, voice, likeness, characteristics, biographical material, and any other attribute on its social media accounts or for other promotional or marketing purposes without notice or payment, in the Company's sole and absolute discretion. You hereby expressly waive any and all moral or other rights You may have in connection with the foregoing for the purposes stated herein. You agree to not assert any claim of any nature whatsoever (including any claims for injunctive relief or money damages, all of which You hereby knowingly waive) against anyone relating to the exercise of the uses and permissions granted herein regarding the Your name, voice,

likeness, characteristics, biographical material, and any other attribute, or related to this Agreement.

- f. Security. Company may, but is not required to, implement security measures, including without limitation video recording all or certain portions of the facilities.
 - g. Confidentiality. By registering for, accessing, or otherwise using the Services, You may have access to Confidential Information. All Confidential Information remains the sole and exclusive property of Company or the respective disclosing party. Confidential information means information (regardless of form) related to Company, the Services, or a user of the Services, that is nonpublic, confidential, or proprietary in nature, including without limitation financial statements, accounts and financial information, contracts and agreements, pricing information, processes, ideas, techniques, methods, technology, proprietary rights, products, sales, operations, employees, services, research and development, distribution methods, purchasing information, marketing strategies and materials, customer lists, suppliers, trade secrets, and know-how. Notwithstanding the foregoing or anything to the contrary in these Terms, Confidential Information does not include any of the following: (i) information that is or subsequently comes within the public domain without any violation of these Terms or through no fault of any user of the Services; (ii) information that is independently developed by a third party and is disclosed on a non-confidential basis by such third party, provided that such third party is not subject to any duty of confidentiality with respect to the information; (iii) was already known to You at the time of disclosure; or (iv) is independently acquired or developed by You without violating any of the obligations under these Terms. By registering for, accessing, or otherwise using the Services, You shall (i) keep all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties; and (iii) not to use the Confidential Information in any way that would directly or indirectly harm to Company, the Services, or a user of the Services.
 - h. Data Collection. Company may access and store information provided by You, including but not limited to: (i) information You provide upon registration or while engaging with the Services; (ii) online activity information tracked via cookies, server logs, and other similar technology (including device IP address, access dates and times, accessed features, etc.); (iii) Your payment information; and (iv) information received from third-parties.
7. **Disclaimer**. The Services furnished by Company are provided “AS-IS” and “WITH ALL FAULTS, ERRORS, BUGS AND DEFECTS.” Company disclaims all representations and warranties of any kind, express or implied, including without limitation, any

warranties related to (i) merchantability, (ii) fitness for a particular purpose, (iii) title, (iv) non-infringement, (v) course of dealing, (vi) course of performance, (vii) usage of trade, (viii) warranties that the services will be secure or error free, (ix) warranties that the services will always be available, accessible, uninterrupted, timely, secure or will operate without error. Except as otherwise provided herein, You assume all risk as to the quality and performance of the Services provided hereunder. Unless otherwise provided herein, Company does not warrant that the capabilities of the services meet Your requirements or that the operations of the Services shall be uninterrupted or error free.

8. **Indemnification.** You shall defend, indemnify, and hold Company, its Subsidiaries (whether or not wholly-owned), and their respective directors, officers, members, shareholders, owners, employees, successors, assigns, affiliates and agents harmless from any and all claims, demands, damages, liabilities, costs, or expenses (including reasonable attorney's fees and expenses) arising out of or in connection with (i) Your breach of any representation, warranty, covenant, or obligation found in these Terms, or (ii) Your negligent, illegal conduct or intentional acts or omissions.
9. **Insurance.** Company carries liability and business personal property insurance. Members are not required, but strongly recommended, to carry a renters insurance policy to cover Your own equipment while using the Services. Such renter's policy may be used to cover Your current residence or office space as well as the Company's premises. In the event that You carry such insurance policies, the Company must be named as an additional insured.
10. **Limit of Liability.** COMPANY OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "COMPANY PARTIES") SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND ALL OTHER MONETARY LOSS) ARISING OUT OF THESE TERMS OR THE PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES, OR FOR ACTS THAT ARE NOT INTENTIONAL MISCONDUCT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, THE COMPANY PARTIES TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), AND YOUR EXCLUSIVE REMEDY AGAINST THE COMPANY, SHALL BE LIMITED TO ACTUAL DAMAGES UP TO THE AGGREGATE AMOUNT PAID TO COMPANY IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. **Miscellaneous.** Each of the covenants and agreements contained in these Terms shall be independent and severable from the others, and the invalidity, illegality or unenforceability of any provision (or portion thereof) of these Terms shall not affect any other provision of these Terms, which shall remain in full force and effect. These Terms shall be binding upon the parties and their respective legal representatives, successors and assigns (whether or not permitted), shall inure to the benefit of the parties to these Terms and their respective permitted legal representatives and permitted successors and assigns. These Terms shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee without regard for its conflicts of law provisions, unless specifically indicated otherwise. Exclusive venue for any dispute arising under these Terms shall be the state and federal courts located in Davidson County, Tennessee; each party waives any claim of forum nonconviens thereto. If a dispute arises out of or relates to these Terms, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 30 days administered by a Rule 31 mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that parties are unable to agree on a mediator, each party shall name a mediator and those appointed mediators shall agree on a mediator. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS. These Terms supersedes all prior negotiations, agreements and understandings between the parties to these Terms, constitutes the entire agreement between the parties to these Terms as to the subject matter of these Terms, and may not be altered or amended except in writing signed by the parties to these Terms. The failure of either party to these Terms at any time or times to require performance of any provision of these Terms shall in no manner affect the right to enforce the same; and no waiver by either party to these Terms of any provision or of a breach of any provision of these Terms, whether by conduct or otherwise, in any one or more instances shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision or of a breach of any other provision of these Terms. COMPANY MAY, IN ITS SOLE DISCRETION, UPDATE OR AMEND THESE TERMS AND THE SERVICES AT ANY TIME, WITHOUT NOTICE. COMPANY WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF ANY MATERIAL CHANGES TO THESE TERMS OR THE SERVICES. HOWEVER, ANY USE OR ACCESS OF THE SERVICES FOLLOWING ANY CHANGE TO THE TERMS OR SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO THE NEW TERMS AS MODIFIED.