

Frequency Wellness Space **TERMS AND CONDITIONS**

This Frequency Wellness Space TERMS AND CONDITIONS (this "Agreement") contains very important terms and conditions regarding your ("User" or "you" or "your") use and occupancy of the wellness spaces provided by Frequency Wellness Space ("Frequency" or "us" or "our" or "we") at 34 Elton Street, Rochester, New York 14607 (the "Premises"). This Agreement is between User and Frequency, and it applies to the purchase of any membership subscription, hourly package, and/or use and occupancy of Frequency's wellness spaces.

By signing up for a membership subscription and/or use of Frequency's wellness spaces through Frequency's website, you affirm that you are of legal age to enter into this Agreement and that you accept and are bound by this Agreement, including the Frequency Wellness Space Community Rules (the "**Community Rules**") available at https://docs.google.com/document/d/1qTKOGcrknmfFWtb11hqY8PdNLOC4-wtk/edit?usp=share_link&oid=103091772038173285358&rtpof=true&sd=true which may be updated from time to time in Frequency's sole and absolute discretion.

Review this Agreement thoroughly prior to acknowledging your acceptance of it. Your failure to comply with the terms and conditions set forth in this Agreement, including the Community Rules, may result in termination of this Agreement by Frequency.

Fees & Payment Terms

Monthly Membership fees are charged based on the plan you selected, and are confirmed via email once the purchase is complete, and will be charged on the selected start date of the membership. If a date other than 1st of the month is selected for membership start date, the fee for the first month will be pro-rated accordingly. All months thereafter will be charged on the 1st of each month.

Packs of hours are charged for the full price of hours upfront at the time of purchase.

Credit and debit cards are accepted forms of payment.

Late Invoice Payment

Any invoice not paid in full within 5 days of the posted invoice due date will be subject to a late fee of \$50, which will be added to the late invoice and due immediately.

Booking Wellness Spaces

Bookings for any of the spaces within Frequency Wellness Space (Sanctuary or Gathering) are done within the Optix app or on the Frequency Wellness Space website. If you experience any issues bookings within the app, please email bookings@frequencywellspace.com

Use of Trade Name; Name; Images

User hereby grants to Frequency the irrevocable, transferable, non-exclusive, perpetual right and license to use and re-use the trademarks, trade names, names, likeness, images, biographical information, and other media representations of User and User's employees, agents, representatives, contractors, vendors, suppliers, invitees, guests or customers ("User Parties") for purposes of marketing and advertising through Frequency's website, social media, print advertising, now or hereafter devised without any payment to User or User Parties.

Compliance with Community Rules

User agrees to comply with, and shall cause the User Parties to comply with, all applicable Community Rules, which are available at https://docs.google.com/document/d/1qTKOGcrknmfFWtb11hqY8PdNLOC4-wtk/edit?usp=share_link&ouid=103091772038173285358&rtpof=true&sd=true

The Community Rules may be updated from time to time in Frequency's sole and absolute discretion. The Community Rules in effect as of the time of User's use or occupancy of the Premises shall apply.

Compliance with City, County, State and Federal Laws

User agrees to comply with, and shall cause the User Parties to comply with all applicable city, county, state, and federal laws governing and regulating the use of the Premises, including the conduct of User and User Parties therein. The Premises is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Neither User nor the User Parties may, at any time, on the Premises: (1) sell alcohol to any person, or (2) serve alcohol to any minors. User represents and warrants that it shall, for everyone's safety, ensure that any alcoholic beverages consumed on the Premises are consumed in a responsible manner. Frequency reserves the right to expel any person who, in its sole and exclusive judgment, is intoxicated or under the influence of alcohol or drugs, or otherwise causing a disturbance, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Frequency or the safety of any person or property.

Cancellation + Refund Policy

Once you have signed up as a user for a monthly subscription, and your first month is paid for, it cannot be refunded. Three (3) months commitment is required for membership and cannot be canceled unless otherwise specified and agreed to by the community manager prior to the membership signup. After your third (3rd) month, if you wish to cancel your membership, you must notify the Community Manager via email at info@frequencywellspace.com at least thirty

(30) days prior to the first (1st) day of the month so we are able to process cancellation of your membership accordingly.

For Starting Place Memberships purchase there is a four (4) month commitment, after your fourth (4th) month you must explicitly request for the membership to be renewed. Starting Place Membership may only be renewed one (1) time, for a maximum of eight (8) month's total. After the eight (8) months the membership will cancel and another form of occupancy of the spaces must be purchased to continue.

Purchase of packs are non-refundable and unused hours cannot be redeemed for partial or full refund. Hours assigned to the pack are available to use for 365 days, starting with the date of purchase.

Termination by Frequency

Frequency may terminate any monthly subscription and/or hourly package at any time, immediately upon written notice to you, for your failure to comply with any term or condition of this Agreement, including the [Community Rules](#) then in effect. If Frequency terminates any monthly subscriptions and/or hourly packages in accordance with the foregoing, Frequency may retain, and User shall not be entitled to a refund of, any subscription or hourly fees prepaid by User.

Frequency may terminate any previously purchased and unused monthly subscriptions and/or hourly packages, for any reason, upon thirty (30) days written notice to you. In such a case, Renter shall be entitled to a pro-rated refund of any monthly subscription fees previously paid by User for any time period remaining on the subscription or unused hourly packages previously purchased by User.

Insurance & Licensing

User shall, at its own expense, maintain and carry in full force and effect professional liability and comprehensive general liability insurance. User shall email a copy of their proper insurance to info@frequencywellspace.com as part of their onboarding. If User's profession requires a license (e.g. massage therapy), user shall provide a copy of that to info@frequencywellspace.com as well. These requirements protect both Frequency and user's own business, and are required for both hourly and monthly members. If users do not carry insurance and believe it is not necessary for their practice, please contact the Community Manager prior to purchasing any monthly membership or hourly package.

Indemnification

User agrees to indemnify, hold harmless, and defend (with counsel reasonably acceptable to the Indemnified Party) Frequency and its officers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party, arising out of or related to any direct or third-party claim alleging: (1) breach or non-fulfillment of any provision of this Agreement; (2) any injury or damage, of any

kind, to any person or property arising in connection with Renter's use or occupancy of the Premises; (3) any injury or damage, of any kind, to any person or property arising or resulting from or in connection with the negligence or more culpable act or omission of Renter or Renter Parties; or (4) any failure by User or User Parties to comply with any applicable federal, state or local laws, regulations, or codes in connection with the use or occupancy of the Premises. This provision regarding "Indemnification" shall survive termination of this Agreement.

Limitation of Liability

IN NO EVENT SHALL FREQUENCY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT OR USER OR USER PARTIES' USE OR OCCUPANCY OF THE PREMISES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

FREQUENCY'S SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID BY USER TO FREQUENCY.

The limitation of liability set forth above shall not apply to liability resulting from Frequency's gross negligence or willful misconduct. This provision regarding "Limitation of Liability" shall survive termination of this Agreement.

Governing Law and Venue

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New York. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Monroe County, New York for the resolution of any disputes in connection with this Agreement and/or User's use or occupancy of the Premises.

Notices

Frequency may provide any notice to User under this Agreement by sending an electronic message to the email address provided by User. Except as otherwise provided in this Agreement, to give Frequency notice under this Agreement, you must contact us as follows: (1) by email transmission to karen@frequencywellspace.com; or (2) by personal delivery, overnight courier, or registered or certified mail to Frequency Wellness Space, 34 Elton Street, Suite 103 Rochester, NY 14607.

Notices provided by personal delivery will be effective immediately. Notices sent by email will be effective when sent. Notices provided by overnight courier will be effective (1) one business

day after they are sent. Notices provided by registered or certified mail will be effective five (5) business days after they are sent.

Miscellaneous

The failure by Frequency to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Frequency. You may not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent. Any purported assignment or delegation in violation of this provision is null and void. This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than Frequency, User, and the Indemnified Parties.

Any term or provision of this Agreement, the survival of which is necessary in order that such terms and provisions are given full force and effect and afforded any and all remedies set forth therein or contemplated thereby, shall survive the termination of this Agreement. If any provision of this Agreement is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement, including the Frequency Wellness Space Community Rules, Our Website Terms of Use and Privacy Policy, and [include any document that will form part of the agreement and contain terms—like price—such as an email confirmation] will be deemed the final and integrated agreement between You and Us on the matters contained in this Agreement.

User Signature :

Date:
