

## **MEET PLAY CAFE, LLC DBA THE HOT SUITE TERMS AND CONDITIONS OF SERVICE**

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING "ACCEPTED AND AGREED TO," MEMBER AGREES TO THESE TERMS AND CONDITIONS.**

### **Welcome to The Hot Suite !**

Thank you for choosing Meet Play Cafe, LLC DBA The Hot Suite ("Company", "we", "us", or "our"), your premier destination for booking modern, comfortable, and versatile working spaces and offices by the hour. The Hot Suite caters to entrepreneurs, freelancers, and creatives ("member", "you") seeking a professional environment to fuel their productivity and creativity.

### **Purpose of the Terms and Conditions**

This Agreement establishes the terms for using The Hot Suite's website and services. By accessing our site, booking a space, or using our facilities, you accept these Terms and Conditions, which define our mutual rights and obligations.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THAT THE PERSON ACCEPTING ON YOUR BEHALF HAS BEEN AUTHORIZED TO DO SO.**

### **1. DEFINITIONS**

- 1.1. "Member" (or "You") refers to individuals or entities booking space at The Hot Suite via <https://thehotsuite.co> or other approved methods.
- 1.2. "Booking" is the reservation of space at The Hot Suite, subject to availability and these Terms.
- 1.3. "Power Meeting" is a booking option for members to invite guests for meetings, subject to specific terms in this Agreement.
- 1.4. "The Hot Suite" is Meet Play Cafe, LLC's trade name for business, covering both physical locations and the online platform.
- 1.5. "Services" encompass workspace, internet, and access to amenities provided under a Booking.
- 1.6. "Agreement" means these Terms and Conditions forming the contract between the Member and Meet Play Cafe, LLC.

- 1.7. "Party" or "Parties" refers to either the Member, Meet Play Cafe, LLC, or both.
- 1.8. "Website" is <https://thehotsuite.co>, where Services and Bookings are offered.

## 2. ELIGIBILITY

To access and use the services provided by The Hot Suite, members must meet the following criteria:

- 2.1. **Age Requirement:** Members must be at least 21 years of age. This ensures all our members can legally enter into contracts and comply with our policies.
- 2.2. **Legal Capacity:** By booking a space, Members confirm they are legally able to enter into contracts. This means you have the mental and legal ability to adhere to these Terms and Conditions. If you're booking on behalf of a company or organization, you're stating you have the authority to bind that organization to this agreement.
- 2.3. **Compliance with Laws:** Your use of our spaces must follow all applicable laws, including but not limited to those related to business operations, data privacy, and intellectual property rights.
- 2.4. The Hot Suite reserves the right to deny access or terminate services for anyone who does not meet these requirements. We may ask for proof of age or other verification to ensure compliance with our eligibility criteria.

## 3. MEMBER'S RIGHTS AND RESPONSIBILITIES

- 3.1. **Conduct and Use of Premises:** Members shall conduct themselves in a professional and responsible manner at all times within The Hot Suite premises. Any behavior disruptive to other members, guests, or staff is strictly prohibited.
- 3.2. **Prohibitions:** The use of The Hot Suite's spaces for smoking, alcohol consumption, pets or animals, and any illegal activities is strictly prohibited. The Hot Suite is committed to maintaining a professional and respectful environment for all members.
- 3.3. **Unauthorized Use:** Members are prohibited from using The Hot Suite's spaces for unauthorized purposes.
- 3.4. **Noise and Respect:** Members are expected to maintain noise levels at a

minimum to ensure a conducive working environment for all members.

- 3.5. **Responsibility for Personal Items:** Members should not leave personal belongings unattended. The Hot Suite is not liable for loss, theft, or damage to personal property. Unattended items may be subject to removal.
- 3.6. **Cleanliness and Cleaning Fee:** Members must keep their booked space clean and remove all personal items upon departure, contributing to the cleanliness and readiness of the space for the next member.
  - 3.6.1. The Hot Suite reserves the right to assess a cleaning fee if the space is not left in a satisfactory condition, according to The Hot Suite's standards. This fee covers the costs of additional cleaning services to restore the space to its original state of cleanliness
  - 3.6.2. To avoid this fee, Members are encouraged to conduct a basic clean-up of their space before departure, which should include disposing of trash in the provided receptacles, wiping down surfaces as needed, and ensuring the space is free of personal items or debris
- 3.7. **Property and Operational Control:** Members must not interfere with The Hot Suite's operational control or use the facilities in a manner that impedes business operations or infringes upon the rights of other members.
- 3.8. Members agree not to modify, damage, or remove any property belonging to The Hot Suite, including furniture, fixtures, and equipment. Members will be financially responsible for any damages they cause.
- 3.9. **Adherence to Rules:** Members shall adhere to all operational rules and guidelines set forth by The Hot Suite, including those related to safety, security, and the proper use of technology and equipment.
- 3.10. **Liability for Damages:** Members are liable for any damages caused within The Hot Suite's premises by themselves or their guests and must report any incidents immediately to The Hot Suite staff.
- 3.11. **Check-In, Check-Out, and Space Vacancy:** Members are required to check in and check out at the beginning and end of each booking period to ensure accurate usage tracking and billing. Spaces are fully automated with key coded entry. Members must ensure that all personal items are removed, and the space is vacated at the end of each booking period.

## 4. THE HOT SUITE'S RIGHTS AND RESPONSIBILITIES

- 4.1. **Maintenance and Support Commitment:** The Hot Suite pledges to maintain all facilities and equipment, ensuring everything is in working condition and cleanliness for the benefit of our members. This includes the prompt resolution of any service disruptions or issues to minimize inconvenience.
- 4.2. **Provided Amenities:** As part of our commitment to offering an exceptional working environment, The Hot Suite provides complimentary amenities, including Organic Tea, Aromatherapy options, and access to 5G Internet services. These amenities are offered as a convenience to enhance the member experience within our premises.
- 4.3. **Amenity Substitution and Availability:** The Hot Suite reserves the right to substitute or modify the provided amenities without prior notice due to availability, operational needs, or other considerations.
- 4.4. **No Refund Policy for Amenity Changes:** Members acknowledge that their payment is primarily for the use of space. In the event that any amenity is substituted or not available, Members agree this does not constitute grounds for refunds or contract termination.
- 4.5. **Space Access and Termination Rights:** The Hot Suite maintains the authority to terminate access or remove any Member from the premises should they breach the Terms and Conditions of this Agreement.
- 4.6. **Violations that may warrant such action include, but are not limited to, misuse of amenities, failure to adhere to facility rules, or engaging in prohibited activities as outlined in this Agreement.**

## 5. BOOKING

- 5.1. Members may reserve spaces at The Hot Suite by accessing our online booking platform via <https://thehotsuite.co>. The platform allows members to select their preferred time, date, and type of space. All bookings are contingent upon space availability at the time of the request.
- 5.2. **Member Obligations:** It is the responsibility of the Member to ensure that all information provided during the booking process, including but not limited to contact and payment details, is current, complete, and accurate.
- 5.3. **Booking Confirmation Notice:** Upon completing a successful booking, The Hot Suite will issue a confirmation to the Member via email. This

confirmation will include essential details of the reservation, such as the date, time, space type, and any other pertinent information regarding the use of the booked space.

- 5.4. **Record of Agreement:** The booking confirmation email serves as a record of the agreement between The Hot Suite and the Member regarding the specific reservation. It is also a record that **HOTSUITE TERMS AND CONDITIONS OF SERVICE** were accepted prior to booking. Members are encouraged to review this confirmation carefully and contact The Hot Suite immediately if any information is incorrect or if changes are needed.
- 5.5. **Member Responsibility:** Members bear the sole responsibility for the accuracy of the information they provide during the booking process. The Hot Suite is not liable for errors in booking or service provision resulting from incorrect or outdated Member information.

## 6. PAYMENTS AND FEES

- 6.1. **Booking Rates:** The Hot Suite's spaces are available for booking at hourly rates as specified on our website <https://thehotsuite.co>. These rates are subject to adjustments; however, changes will not affect any bookings that have already been confirmed, unless mutually agreed upon.
- 6.2. **Payment Methods:** The Hot Suite accepts payment for bookings through major credit cards and selected electronic payment methods detailed during the booking process. All payments must comply with the provided instructions and terms.
- 6.3. **Additional Fees for Misuse, Damages, and Services**
  - 6.3.1. **Misuse Fee:** Instances of misuse will incur a fee of \$100. Misuse is defined as any use of the suite that violates the Agreement or disrupts the experience of other members.
  - 6.3.2. **Damage Fees:** Members are responsible for damages incurred during their booking, with a starting fee of \$150 for repairs. This fee may increase based on the severity of the damage. Members must report any damages to The Hot Suite staff immediately.
  - 6.3.3. **Services Fees:** Fees for additional services not included in the initial booking will be clearly communicated to the Member before the provision of such services, requiring Member approval for any associated charges.

- 6.4. **No-Show Policy:** Members who do not show up for their scheduled booking without prior notification are responsible for paying the full amount of the booked time. This policy is in place to ensure that The Hot Suite can manage its space availability effectively.
- 6.5. **Late Arrival Policy:** Members arriving late will not receive an extension of their booking period. Late arrivals may lead to additional charges if the delay affects subsequent member bookings.
- 6.6. **Overstay Charges:** Members who remain in their booked space beyond the scheduled time without prior arrangement will incur overstay charges. These charges are applied to maintain service quality and availability for all members.

## 7. CANCELLATION AND RESCHEDULING POLICY

- 7.1. **Finality of Bookings:** All bookings at The Hot Suite are final. To ensure the best possible service and availability for all our members, refunds are not provided for canceled bookings. We appreciate your understanding and cooperation in this matter.
- 7.2. **Acknowledgement of Changes:** We recognize that plans may change, leading to the need for adjustments to bookings. The Hot Suite offers flexible rescheduling options without penalties.
- 7.3. **Rescheduling:** To reschedule a booking, Members should contact The Hot Suite through the contact methods provided at the time of booking.

## 8. POWER MEETING AND GUEST POLICY

- 8.1. **Power Meeting Bookings:** Suite rentals at The Hot Suite are designated for the individual Member who made the booking. However, Members may host guests within their rented suite by opting for a "Power Meeting" booking, which is tailored to accommodate additional participants for meetings.
- 8.2. **Terms for Guests:** The allowance for guests under a Power Meeting booking is subject to specific terms, including guest limits and any applicable additional fees, which will be clearly defined at the time of booking. Members are responsible for ensuring their guests adhere to The Hot Suite's policies during their visit.

## 9. LIABILITY WAIVER

- 9.1. **Assumption of Risk:** Members acknowledge and agree that they are using The Hot Suite's facilities and services at their own risk. The Hot Suite shall not be liable for any personal injury, property damage, or other loss suffered by Members or their guests.
- 9.2. **Release of Liability:** By agreeing to this Terms and Conditions Agreement, Members release The Hot Suite, its owners, operators, employees, and agents from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the negligence of The Hot Suite or otherwise.

## 10. PRIVACY AND VIDEO SURVEILLANCE

### 10.1. Notification of Surveillance and Member Responsibilities

- 10.1.1. Members are notified about the presence of security video surveillance at the entrance of the suite during the booking process via booking communications. This notification informs Members of security measures in place, including the recording of entry and exit movements for security purposes.
  - 10.1.2. If a Member is making a booking on behalf of another party, it is the Member's responsibility to notify the other party of the presence of video surveillance at the entrance of the suite. By completing the booking, the Member confirms that such notification will be provided to all parties who will enter the suite under the reservation.
- 10.2. **Privacy Commitment:** The Hot Suite is committed to protecting the privacy of individuals captured in video footage. The use, access, and disclosure of video recordings are strictly governed by our privacy policy and applicable laws, ensuring that personal data is handled responsibly.
  - 10.3. **Member Consent:** By agreeing to this Agreement, Members consent to the use of video surveillance as described herein and understand that this surveillance is conducted for security purposes without any intention of invading privacy.
  - 10.4. **Limited Monitoring and Liability:** The Hot Suite does not actively monitor the footage captured by the security camera on a regular basis. The footage is reviewed only in response to an incident report, safety issue, or as required by law. Consequently, The Hot Suite is not liable for actively supervising or reporting activities captured on camera, except as

part of an investigation into specific reported incidents.

## 11. WEBSITE USE TERMS

- 11.1. **Purpose:** The Hot Suite's website <https://thehotsuite.co> serves as a platform for Members to book spaces, access service information, and manage their accounts. Users are expected to utilize the website responsibly and in accordance with its intended purpose.
- 11.2. **Prohibited Activities:** Engaging in any form of misuse of The Hot Suite's website, such as hacking, unauthorized access, or activities that could disrupt or impair the website's functionality, is strictly forbidden. Users must respect the integrity of the website and its operation.
- 11.3. **Ownership:** All materials displayed on The Hot Suite's website, including but not limited to text, graphics, logos, and images, are the exclusive property of Meet Play Cafe, LLC, dba The Hot Suite. These materials are protected under copyright laws and other intellectual property regulations.
- 11.4. **Restrictions:** Unauthorized use, reproduction, or distribution of any content from The Hot Suite's website without explicit prior written permission from The Hot Suite is prohibited. Users agree to honor the intellectual property rights of The Hot Suite and refrain from any actions that would infringe upon these rights.

## 12. TERMINATION AND REMOVAL

- 12.1. The Hot Suite reserves the right to terminate this Agreement and remove any Member from the premises at any time for violating any terms and conditions herein. Such action ensures the safety, security, and comfort of all members and staff.
- 12.2. Upon termination for breach, Members must vacate the premises immediately, and The Hot Suite is entitled to retain any fees paid by the Member as liquidated damages for breach of this Agreement.

## 13. YOUR INFORMATION AND PRIVACY POLICY

- 13.1. **Commitment to Privacy:** The Hot Suite is dedicated to protecting the personal information collected during your use of our services, including interactions with our physical locations and digital platforms, such as our website.
- 13.2. **Information Collection:** We collect a variety of personal information to enhance our services and your experience. This includes: Identification



and contact details; Communications with The Hot Suite; Usage data for our facilities and digital services; Payment information for secure processing of fees; Browser and device information to improve our digital offerings.

- 13.3. **Use of Collected Data:** The collected information is used to: Effectively manage your booking and use of The Hot Suite's services; Respond to inquiries and improve Member experience; Deliver services tailored to your preferences; Provide updates, offers, and promotional content related to The Hot Suite; Manage account and operational information.
- 13.4. **Disclosure of Information:** Your information may be shared with third parties as necessary to provide and improve our services, and to comply with legal obligations. Affiliates of The Hot Suite may access your data to offer related services. In case of corporate restructuring, your data may be transferred as part of our assets.
- 13.5. **Marketing Communications:** With your consent, we will use your data to inform you about promotions, services, and exclusive benefits from The Hot Suite. You have the right to opt-out of marketing communications at any time.
- 13.6. **Data Protection:** Robust security measures are in place to protect your information, with special attention to sensitive data. Our platforms are designed to enhance your experience while ensuring data confidentiality and compliance with applicable laws.
- 13.7. **Updates to Privacy Practices:** Our Privacy Policy may be updated to reflect changes in our practices or legal requirements. We encourage regular review of the policy to stay informed about how we protect your information.
- 13.8. **Consent for Use of Testimonials and Images:** By agreeing to this Agreement, you consent to The Hot Suite using any testimonials, images, or video recordings obtained during your use of our services for marketing purposes. This consent is revocable at any time, with the understanding that rights granted prior to revocation will remain in effect.

#### **14. MANDATORY ARBITRATION**

- 14.1. **Mandatory Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope

or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, CA, before one arbitrator.

- 14.2. **Final and Binding:** Arbitration shall be the sole, exclusive, and final remedy for any dispute between the parties. The award rendered by the arbitrator shall be conclusive and binding upon the parties and may be entered in any court having jurisdiction thereof.
- 14.3. **Costs of Arbitration:** The parties shall equally share the fees and expenses of the arbitrator and the arbitration provider; however, each party shall bear its own attorneys' fees and expenses unless otherwise determined by the arbitrator.
- 14.4. **Waiver of Jury Trial:** By agreeing to arbitration, both parties waive their rights to a trial by jury. This waiver is knowingly, willingly, and voluntarily made by both parties.
- 14.5. **Confidentiality:** The arbitration proceedings and any result thereof shall remain confidential between the parties, except as required by law or to confirm and enforce the award.

## 15. GENERAL PROVISIONS

- 15.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.
- 15.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements and understandings.
- 15.3. **Headings for Reference Only:** The headings and titles used in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this Agreement.
- 15.4. **Amendment:** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.
- 15.5. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15.6. **Notices:** Any notices required or permitted to be given hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, the second business day after mailing by certified or registered mail, or the day after sending by email to the following address [ADDRESS HERE].