



# Membership & Hot Desk

## Terms and Conditions

**1. Overview.** These Terms and Conditions (the “Terms”) describe your rights and obligations in connection with your receipt and use of the services provided by HQ Loft in connection with your Membership, Hot Desk, Daily Desk, Conference Room or other services specified herein (the “Services”, as further described below).

**Please read these Terms carefully, as they affect your legal rights. Among other things, these Terms include your agreement that except for certain types of disputes described in the “Governing Law; Arbitration and Class Action Waiver” section below, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.** If you have any questions about these Terms, please contact [info@hqloft.com](mailto:info@hqloft.com). By using the Services, you are agreeing to abide by and be bound by these Terms.

**2. Who we are.** We create online and physical communities for creators. Who we are for the purposes of these Terms is the HQ Loft Inc. , any affiliate set forth on your invoice and will depend on (i) where the Services are deemed to be rendered or (ii) where your primary Premises (if applicable) is located. We reserve the right to change the legal entity that charges you for the Services.

- The relevant entity with which you enter into these Terms shall be known in these Terms as “we,” “our” “us” or “HQ Loft”.

**3. Who you are.** References to “you,” “your” and similar words in these Terms refer to the individual or entity registering for any Services and agreeing to be bound by these Terms. If you are entering into these Terms on behalf of an entity, you represent and warrant that you have all necessary right, authority and consent to bind such entity to these Terms. Also, if you are based outside of the US, by agreeing to these Terms, you are confirming that you are using the Services for business purposes and not as a consumer (as defined in Regulation 4 of the UK Consumer Contracts Regulations).

**4. What up.** For the avoidance of doubt, references to “Services” in these Terms refer to your access to and use of our online member network, member-only events and offerings and space in any of our HQ Loft locations (each, a “Premises”) and certain other related services and features we provide. The exact Services you receive will depend on (a) the product or services you have purchased; (b) the Services available, which may vary by Premises and (c) additional features and Services selected by you, such as through a “Service Package”, which may be subject to additional guidelines, terms, conditions and/or rules (“Additional Terms”), including additional payment obligations.

- “Services” do not include, and we are not involved in or liable for, the provision of products or services by third parties (“Third Party Services”) that you may elect to purchase in connection with your Membership or Hot Desk, such as group health insurance, gym memberships or payroll services. Third Party Services are provided solely by the applicable third party (“Third Party Service Providers”) and pursuant to separate arrangements between you and the applicable Third-Party Service Providers. These Third-Party Service Providers’ terms and conditions will control with respect to the relevant Third Party Services.

Some features of the Services may be subject to Additional Terms, which will be posted with those features or otherwise communicated to you. We will consider your use of those features your acceptance of the applicable Additional Terms, and those Additional Terms will be incorporated in these Terms by this reference.

**5.The HQ Loft Network.** To use the Services, you’ll have to use the HQ Loft Network at [www.hqloft.com](http://www.hqloft.com) . To use the HQ Loft Online Network, you’ll have to agree to the HQ Loft Network Terms of Service at [hqloft.com](http://hqloft.com) Privacy Policy at [hqloft.com](http://hqloft.com) and Community Guidelines at [hqloft.com](http://hqloft.com). To use our wireless network, you also will agree to our Wireless Network Terms of Service available at [www.hqloft.com](http://www.hqloft.com).

**6.How we might change our Services or these Terms.** The availability and scope of the Services, as well as the availability and scope of benefits we offer in relation to Third Party Services, are subject to change from time to time in our sole discretion. Without limiting the generality of the foregoing, you acknowledge that our Premises, and the Services we may offer at any of our Premises, are also subject to change from time to time. From time to time, we may also make modifications, deletions or additions to these Terms and will provide you with notice of changes to these Terms or to Services that apply to you, by emailing the last email address provided by you in your profile or by posting a notice on the HQ Loft Network at [hqloft.com](http://hqloft.com). Most changes will be effective immediately upon notice, except that pricing and fee changes will be effective upon your next subscription period. If you don’t agree to the changes, you may cancel your Membership or Hot Desk at any time but note that there are no refunds for early cancellation.

### **Creating Your Membership or Hot Desk**

**7.Check your creds.** The Services are available to members and guests who are at or above the legal drinking age in the jurisdiction where such member or guest is receiving such Services, unless we specify otherwise. Kindly be certain you qualify. You agree to provide us with accurate and complete information about yourself when you register with us and as you use the Services.

**8.Passwords and keycards.** Don’t reveal your account password or transfer your keycard or other access device or credentials to anyone else (or let them use your account), and don’t make any copies of any keys, keycards, or other means of entry to our Premises (each, an



“Access Device”). You are responsible for maintaining the confidentiality of your password and security of your Access Device. You must promptly notify us if you suspect your password or Access Device has been compromised. Access Devices remain our property, and you must return them immediately upon termination or expiration of your We Membership or Hot Desk. You may be charged a replacement fee for any lost or damaged Access Devices.

**9. Linking to a company.** During the registration process, you may identify a Company (defined below) with whom your profile is associated. Alternately, your individual profile may have been created by an authorized representative of your employer or other entity for which you provide services (a “Company”), and your profile will be associated with such Company. You agree that you will not falsely represent your association with any Company, impersonate any third party, or otherwise submit or present any false or misleading information to us or the HQ Loft community. In the event your relationship with the Company in your profile changes or ends, you agree to promptly update your profile to reflect this, you may submit a request to do so at [hqloft.com](http://hqloft.com). If your Membership or Hot Desk is provided by a Company, you may lose access to the Services upon termination or change in status of your relationship with such Company. If you are an authorized representative of an entity receiving the Services, you hereby warrant and represent to us that (a) you have the proper authority to create, terminate and maintain the company account and to add and remove individual members to and from the account and (b) you have obtained all necessary consent from any applicable individuals for the creation of their accounts and the processing of individual information within and outside of the US. You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.

### **Paying for Your Membership or Hot Desk**

**10. Payments.** By signing up for a We Membership, Hot Desk, or any other Services (including any Service Packages or Daily Desk or Conference Room reservations) and providing your payment information, you agree to pay us the recurring or nonrecurring fees associated with the particular Services you are purchasing, as displayed to you at the time you create your account and/or sign up for the relevant Services, or as updated by us from time to time upon notice to you. You acknowledge and agree that the payment method provided by you will be automatically charged the fees and any other amounts you may incur or be liable for (including for damages caused to any of our Premises or property) in connection with the Services. Only a single payment method may be used at any given time to make payments for all Services you purchase in a single transaction. You must keep your payment information up-to-date and accurate. Recurring fees, which may include recurring membership fees (“Membership Fees”) and any other recurring fees you have agreed to in connection with the Services will be charged on the first (1st) of each month unless we notify you otherwise. Overage fees and other non-recurring fees will be charged within thirty (30) days of you accruing such fees. If payment for your Membership Fee or any other accrued and outstanding fee is not made by the fifth (5th) of the month in which such payment is due, you will be responsible for paying the then-current late charge. The current late fee schedule is listed on [www.hqloft.com](http://www.hqloft.com) and is **\$150**. Your use of the Services may be immediately suspended, and eventually terminated, if we are unable to



charge your payment instrument for any reason. When we receive funds from you, we will first apply the funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. The fees applicable to your account may be subject to modification from time to time, and such modifications will become effective upon your next subscription period. Your continued use of the Services following notice of any such modifications, and through the next payment date, constitutes your agreement to such modified fees. You may at any time cancel your account as set forth below if you do not agree to any modified fees. If we have charged you VAT and if, according to law, the Services provided by us to you pursuant to these terms are at any time found to be exempt from VAT, then we will credit the VAT charged to you and collected by us. In addition, in such event, the fee charged to you will be retroactively increased by an amount equal to the VAT amount that is to be credited to you. Such credits and accompanying fee increase will offset each other, and the total amount paid to us by you will remain the same.

**11.No refunds.** All fees are non-refundable. All fees must be paid in the official local currency of the location of your contracting entity or as otherwise specified by HQ Loft.

### **Using and Terminating the Services**

**12.House Rules.** Each Premises has its own House Rules governing the expected behavior in such Premises, which you can find at such Premises and which you must comply with while using Services in such Premises. The House Rules of any Premises on which you receive or use Services are hereby incorporated into these Terms. House Rules may be revised from time to time. In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests or any other third parties or any pets or property of any of the foregoing. If you have questions about the guidelines for any of our Premises, please submit a request at [info@hqloft.com](mailto:info@hqloft.com).

**13.Service Restrictions.** Your Membership and/or Hot Desk account, to the extent applicable, is specific to you. You cannot add additional members to your account or share your account credentials or Access Device with any other individual. Furthermore, you must not use any Services or any space you reserve or occupy in any Premises in a “retail,” “medical,” or other nature involving frequent use by or visits from members of the public.

### **14.Hot Desks vs Daily Desks.**

- a. If you have purchased a Hot Desk, you will have specified a primary Premises (“Primary Premises”). Subject to the rules of your Primary Premises, Hot Desk members can access desks in their Primary Premises both inside and outside of Regular Business Hours and Regular Business Days (defined below).
- b. “Daily Desks” are: (a) for members with Hot Desks, desks in Premises outside of your Primary Premises, and (b) for other members, any desks in any Premises that are available for reservation. Daily Desks can only be accessed through a Daily Desk reservation and can only be reserved during the applicable Premises’ Regular Business Hours on Regular Business Days.
- c. All desk reservations, whether for Hot Desks or Daily Desks, are subject to desk availability in



the applicable Premises.

-d. "Regular Business Hours" are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days in the time zone where the applicable Premises is located, with the exception of days prior to local bank/government holidays, when Regular Business Hours end at approximately 2:00 p.m. "Regular Business Days" are all weekdays, except local bank/government holidays and up to three other days of which we will inform you. Regular Business Hours and Regular Business Days may vary by premises.

**15.Security.** You may be required to present a valid, government-issued photo identification in order to gain access to our Premises. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

**16.Additional Services.** Additional Services may be available to you, either in connection with specific Premises or pursuant to special or additional features, Service Packages, or other offerings. For more information about additional Services that may be available to you, please submit a request at [info@hqloft.com](mailto:info@hqloft.com) or contact the applicable community team at any Premises. Additional Terms may apply to the additional Services, and to the extent you are receiving any additional Services, the applicable Additional Terms are hereby incorporated into these Terms by this reference.

**17.Conference Rooms and Workspaces.** You may use credits for workspace or conference rooms or other Services in certain of our Premises during such Premises' Regular Business Hours on such Premises' Regular Business Days, all subject to availability of such workspaces or conference rooms. Use of our workspaces and conference rooms more than any credits would be subject to the standard fees for such Services. Such Fees are subject to change from time to time.

**18.Mail.** Subject to availability, you may elect to receive mail and packages at one of our locations. If you have done so, we will accept mail and deliveries on your behalf during such Premises' Regular Business Hours on such Premises' Regular Business Days. We have no obligation to store such mail or packages for more than thirty (30) days of our receipt or if we receive mail or packages after your terminate your Membership. This feature is meant to allow you to accept business correspondence from time to time. It is not meant for an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or oversized mail or packages.

**19.Property.** We are not responsible for any property you leave behind in any of our Premises. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving. Prior to the termination or expiration of your Membership and/or Hot Desk, you must remove all of your property from all HQ Loft Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in any of our Premises, and you



waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.

**20.Damage.** You may be held liable (and do hereby authorize us to charge you) for the repair cost for all damage to our Premises and items therein caused by you or your guests, invitees or where permitted, pets.

**21.Common areas.** If you are accessing our space pursuant to these terms, common spaces in our Premises are to be accessed by you, and to the extent we permit, your guests, starting from the time immediately prior to your reserved time in the Premises and ending at the time immediately following your reserved time in the Premises. Common spaces are for temporary use and not as a place for continuous, everyday work.

**22.Intellectual Property of others.** You must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same.

**23.Technology Release.** We may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with the Services. You acknowledge that your refusal to install such software may affect your ability to properly receive the Services you have purchased. We may also provide you with technical support at your request. You agree that we (a) are not responsible for any damage to any of your electronic equipment or systems related to such technical support or software installation; (b) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to HQ Loft's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.

**24.Pets.** You may only bring pets into Premises where we expressly allow pets, and we may require you to produce proof of vaccination for such pet in a form satisfactory to us. You must always accompany your pet, unless it is in an enclosed space that you have reserved. You will be responsible for any injury or damage caused by any pet you or any of your employees, invitees or guests bring into any Premises. We will not be responsible for any injury to any pets. We reserve the right to restrict any member's or other individual's right to bring a pet into the Premises at any time in our sole discretion.

**25.You and other members.** We do not control and are not responsible for the actions of other members or any other third parties (including any pets). If a dispute arises between members



or their invitees, guests or pets, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

**26.Account termination.** If you fail, or if we suspect that you have failed, to comply with any of the provisions of these Terms, or at any other time when we in our reasonable discretion see fit to do so, we may, at our sole discretion, restrict your access to your account and the Services and/or terminate your account with immediate effect and possibly without prior notice to you. In addition, we may decline to renew your subscription for any or all Services at the end of your subscription period for any reason or for no reason. We may also at any time terminate your account, Membership and/or Hot Desk if we discontinue the Membership and/or Hot Desk program at a particular premise or at all premises. You can cancel your account at any time, by submitting a request at [info@hqloft.com](mailto:info@hqloft.com), we request a 30 day cancellation notice. Please note that if your individual account was created by a Company, (a) an authorized representative of such Company may at any time terminate your individual account by contacting us, and (b) we may terminate your account, even if the Company's account remains active, and even if you continue to be employed or engaged by such Company. Cancellation will be effective immediately upon our receipt of notice of cancellation. We do not provide refunds upon termination or cancellation of your account with respect to amounts already paid. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of your Membership and/or Hot Desk. Sections 10 (to the extent any payment amounts are outstanding), 11-13, 19, 20, 22-25, 28-39, 31-48 shall survive any termination or expiration of these Terms.

### Using the Mobile App

**27.License.** If you download any HQ Loft mobile device application (the "Application"), then, subject to your compliance with these Terms, we grant you a limited, nonexclusive, nontransferable, revocable license to install and use the Application on a compatible mobile device that you own or control for your use, in each case in the manner enabled by us, for so long as you remain in good standing with your Membership or Hot Desk program.

**28.Other Application Terms.** You acknowledge and agree that you are solely responsible for data usage fees and any other fees that your wireless service carrier may charge in connection with your use of the Application. As between you and us, we own all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to (a) the Application; (b) all related software and technology used by us to provide Application features and functionality and (c) all usage and other data generated or collected in connection with the use thereof. Except as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of any of the foregoing. In addition, you agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas, algorithms or trade secrets of the Application or any other software or technology of ours, except to the extent expressly required by applicable statutory law.



**29. Apple Device and Application Terms.** In the event you are accessing the Services via the Application on a device provided by Apple Inc. (“Apple”) or an application obtained through the Apple App Store, the following shall apply:

- a. Both you and HQ Loft acknowledge that these Terms are concluded between you and HQ Loft only, and not with Apple, and that Apple is not responsible for the Application or any content made available through the Application;
- b. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- c. You will only use the Application in connection with an Apple device that you own or control;
- d. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- e. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- f. You acknowledge and agree that HQ Loft, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- g. You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, HQ Loft, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- h. You represent and warrant that you are not located in a country subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country, and that you are not listed on any US Government list of prohibited or restricted parties;
- i. Both you and HQ Loft acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- j. Both you and HQ Loft acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these terms, and that upon your acceptance of these terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as the third-party beneficiary hereof.

### **Advertisements, Endorsements and Testimonials**

**30. Advertisements.** In using the Services, you may encounter advertisements from Third Party Service Providers and our other business partners, which may be targeted to you based on certain information you provide to us or that we collect based on your use of the Services. The types and extent of advertising are subject to change. In consideration for us granting you access to and use of the Services, you agree that we, such Third-Party Service Providers and our other business partners may provide you with such advertising from time to time.



**31. Endorsements and Testimonials.** From time to time, we may also publish testimonials by users and members related to their experiences with the Services. These testimonials are the users' subjective opinions, and they represent individual results. We neither verify them nor claim that they are typical results that others will generally achieve. Names, locations, dates and other information may have been changed to protect the privacy of the individuals involved. All other testimonials and endorsements of any type, format or nature posted by users are not verified by us, and we make no warranty or representation as to their accuracy. You should be cautious when relying on any testimonials or endorsements, and you should assume the results described therein are not typical.

**32. Use of the HQ Loft Name; Photos of the Premises.** You may not take, copy or use for any purpose the name "HQ Loft" or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any HQ Loft properties, without our prior consent.

### **Limitations of Liability**

**33. Waiver and Release of claims.** To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "HQ Loft Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet ("Claims") and release the HQ Loft Parties from any such Claims. You shall and hereby do waive California Civil Code Section 1542 or any other similar law of any jurisdiction, which says in substance: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

**34. We are not liable for actions of other individuals.** We do not control and are not responsible for the actions of other individuals or pets using the Services or at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.

**35. We do not have liability for third party products or services.** The Services may provide you with access to third party products or services. The Services may also provide you with access to advertisements from our other third party business partners. We are not responsible for the content of these advertisements or any links, products, services or other materials relating to any third party products, services, advertisements or other materials. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Services or any products, services or other materials relating to any advertisement. You agree that our making available access to or discounts for these third



party services does not constitute provision of such third-party services by us, and you will look solely to the applicable third party for provision of the applicable third party services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third party services.

**36.Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of any of the HQ Loft Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under these Terms for the product or service from which the claim arose in the twelve (12) months prior to the claim arising. None of the HQ Loft Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of the HQ Loft Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

- For the avoidance of doubt, nothing in these Terms will exclude our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation or (c) any breach of any implied terms which cannot lawfully be excluded.

**37.Disclaimer of warranties and implied terms. The Services are provided "AS IS". To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.**

**38.Exclusions.** Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions and limitations above may not apply to you. In such event, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.

## **Indemnification**

**39.You agree to hold us harmless.** You will indemnify and hold harmless the HQ Loft Parties from and against any and all claims, liabilities, damages and expenses ("Claims") including reasonable attorneys' fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or pets or any of your or their actions or omissions, and HQ Loft will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons and pets that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by any of the HQ Loft Parties, imposes any obligation upon any of the HQ Loft Parties



or does not contain a full and unconditional release of the HQ Loft Parties, without our written consent. None of the HQ Loft Parties shall be liable for any settlement made without its prior written consent.

**40. You agree to cooperate with us.** From time to time, we may investigate any actual, alleged or potential violations of these Terms. You agree to cooperate fully in any of these inquiries. You waive any and all rights against the HQ Loft Parties, and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.

### **Governing Law; Arbitration and Class Action Waiver**

**41. Governing Law.** These Terms and the transactions contemplated hereby shall be governed by and construed under:

- If you are based in the U.S., the law of the State of Florida, U.S.A. and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods or Florida's or any other implementation of the Uniform Computer Information Transactions Act.

**42. Venue.** Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to these Terms, or at law, or the breach, termination or invalidity of these Terms, that cannot be settled amicably by agreement of the parties to these Terms shall be finally settled:

- If you are based in the U.S., in accordance with the arbitration rules of JAMS then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Clearwater, Florida, U.S.A.

**43. Proceedings; Judgment.** The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under these Terms, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. These Terms shall be interpreted and construed in the English language, which is the language of the official text of these Terms.

**44. Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the



proceeding. **You are giving up your right to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitrations.**

## **General Provisions**

**45. What if some of these Terms are not enforceable?** These Terms as well as our House Rules and any feature-specific guidelines, terms or rules that may be posted or provided to you constitute the entire agreement between us regarding the Services and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. The failure of either party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

**46. Nature of these Terms.** Notwithstanding anything in these Terms to the contrary, these Terms in no way shall be construed as to grant you any title, lease, easement, lien, possession or related rights in our business, Premises or anything contained in our Premises. These Terms create no tenancy interest (including any security of tenure), leasehold estate, or other real property interest. Neither party will in any way misrepresent our relationship.

**47. OFAC.** You hereby represent and warrant that you are not, nor will you be at any time while you are a member, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time.

**48. Contacting us.** If you have any questions relating to these Terms, please contact us at [info@hqloft.com](mailto:info@hqloft.com).

