

## **Schedule A**

### **Membership Terms & Conditions**

Any individual, business, or other entity who registers with Gather as a Member, visits the Premises as a guest of Gather or Member, or benefits from Gather's services in any way agrees to be bound by these Terms & Conditions as follows:

1. At all times when the Member is in or around the building in which the Premises are located (the "Building"), the Member shall display professional and respectful conduct and shall not act in any way that may unreasonably disturb other members or occupants of the Building.
2. The Member shall not possess any illegal drugs or substances while in the Building or the Premises.
3. The Member shall only consume alcohol on the Premises during pre-organized events and in designated areas of the Premises. The Member shall not possess or consume any alcohol on the Premises if the Member is under the age of 21 years and shall not encourage, assist or knowingly permit any person who is under the age of 21 years to possess or consume alcohol on the Premises.
4. The Member shall not use the Premises or the Membership Benefits for any illegal or unlawful purposes. The Member shall not commit any unlawful or illegal act while on the Premises or in the Building. Member shall use the Premises for general office use and other similar services only. Said operations shall be in compliance with all applicable laws, ordinances, and governmental regulations. Member will not permit anything to be done at the Premises that either directly or indirectly is in conflict with insurance policies carried on the Premises or the property of which it is a part. Nor shall Member take any action, which might increase the premium of such insurance or adversely affect coverage.
5. The Member shall comply with all security procedures required or implemented by Gather with respect the Member's use of the Premises and the Membership Benefits.
6. Member shall not permit any waste or nuisance upon the Premises, nor shall Member obstruct or interfere with the rights of other occupants. Determination of such rights and resulting penalties, if not otherwise specified, shall be at Gather's determination.
7. The Member shall safeguard all keys or access codes to the Building or the Premises provided by Gather and shall not duplicate any keys or provide such access codes to any other person or entity. The Member shall be responsible for all costs and expenses incurred by Gather as a result of the theft, or loss of any keys, access codes, parking passes, or other Gather accessories to the Building or Premises provided to the Member.

8. The Member shall comply with all security requirements promulgated by Gather from time to time.
9. Gather shall have no obligation to police or monitor any use of the Premises or the Membership Benefits by the Member or by any other Members or to screen or vet any Members prior to their access or use of the Premises or the Membership Benefits. The Member is solely responsible for safeguarding its computer, data, and personal belongings.
10. The Member is solely responsible for all personal and business interactions with any other Member and should exercise prudence and discretion in connection with any personal or business relationship with any other Member.
11. The Membership Benefits may not be available at all times for the Member's use as a result of technical issues with, or scheduled maintenance or repair of, Gather's networks or equipment and/or the use of equipment and space by other Members. Members are expected to work together in a collaborative and professional manner with respect to use of common space and equipment. Gather is not liable for any loss suffered by a member due to the malfunctioning or unavailability of Gather's equipment.
12. No parking is provided by Gather. The Member shall be solely responsible for arranging for parking in an appropriate designated parking space at the Member's own expense. The Member shall not park in spaces designated for guests or tenants of the Premises unless expressly authorized in advance by Gather.
13. The Member will be liable to Gather for all damage to the Premises or any equipment, networks or property owned or used by Gather that is caused by the acts or omissions of the Member or its guests, regardless of whether such damage is caused accidentally or intentionally.
14. If Gather provides any food or beverages for the Member's consumption, the Member shall be solely responsible for being aware of any allergic, dietary or other health conditions enable that may affect the Member's ability to safely consume such food and beverages.
15. The Member's guests, employees, affiliates, or contractors are expressly bound by the terms of the Membership Benefits, Membership Rules and Network Policy.
16. Except for special, pre-organized events, the Member shall not invite any person or guest to the Premises or permit any other person to use any Membership Benefits without the prior consent of Gather. The Member shall be solely responsible and liable for the acts and omissions of all of its guests and any other person whom the Member invites to the Premises or permit to use any of the Membership Benefits.

17. Member shall not make any alterations, additions or improvements to the Premises without the prior written consent of Gather. Member shall take good care of the Premises and repair in a good and workmanlike manner all damage and injury to the Premises and fixtures required as a result of Member's carelessness, misuse, or neglect, or as a result of damage or defacement of the building, or any part hereof by reason of Member's occupancy or the actions of its agents, employees, visitors, contractors, assignees or licensees.
18. Any alteration, additions or improvements made by Member to the Premises shall become the property of Gather.
19. Should Gather provide Member with furniture or equipment, Member shall return said furniture or equipment to Gather upon termination of the Membership Benefits in the same condition they were provided, normal wear and tear excluded.
20. Whenever any breakage or damage occurs to either the Premises or the building or property of which this Premises is a part, Member shall immediately notify Gather who shall cause same to be repaired or replaced at Gather's expenses, unless such damage is Member's or their guest's or their affiliate's fault, as specified elsewhere in this Agreement, in which case such repair expenses shall be borne by Member. Should Member fail to perform such repairs or replacements, Gather may do so after 10 days notice, and the cost of such repairs or replacements shall become collectable as additional payments hereunder and shall be paid by Member within 10 days after presentation of a statement thereof.
21. Member may install Member's sign in the place so designated on the Premises, provided that such sign shall be subject to Gather's prior written approval as to material, color, design, and content. Member will not, without the prior written consent of Gather in its sole discretion use or permit the walls, roof, or any other part of the Premises to be used for advertising purposes
22. Terminating your Member Benefits with Gather

While we hate to lose any member, we understand that needs and circumstances change. Therefore, we have created this document to explain how to terminate your Member benefits with Gather:

**Written Notice:** Gather requires written notice when a Member wishes to cancel their Member Benefits. This applies to all levels of membership with Gather. Written notice may be given by certified mail or by email with return receipt. This is to ensure that we receive your notice and that you can confirm that we receive your notice. Regardless of when the notice is sent, receipt will be based on Gather receive the notice. Notices may be received during normal business hours (Monday through Friday, 8:00 a.m. until 5:00 p.m. Eastern Time, Excluding Gather Holidays).

**Mailbox Members:** Thirty days (30) written notice required. The Membership will end 30 days after notice is received.

**Pay As You Go Members:** Thirty days (30) written notice required. The Membership will end on the first of the next full month following notice. This Membership cannot receive partial monthly credit.

**Coworking Members:** Thirty days (30) written notice required. The Membership will end 30 days after notice is received.

**Dedicated Desk:** Thirty days (30) written notice required. The minimum total Dedicated Desk Membership must be at least 90 days unless other special Terms and Conditions are agreed to in writing by Gather and the Member.

**Month to Month Office Membership:** Sixty days (60) written notice required. The minimum total Month to Month Office Membership must be at least 60 days unless other special Terms and Conditions are agreed to in writing by Gather and the Member.

**Annual Office Membership:** Sixty days (60) written notice required. The Member must notify Gather of their decision to terminate their Membership at least 60 days prior to the last day of their annual agreement. If notice is not received, the annual agreement automatically renews for an additional year.

**Flex Membership:** Flex Member benefits may be terminated at any time with written notice by the principle holding the Office or Desk Membership prior to the next bill cycle. No money will be refunded for an unused portion of the current month.

**Student or Teacher Membership:** These memberships may be terminated at will or when the student or teacher receives notice that they can resume classes at their school building. No money will be refunded for an unused portion of the current month.