

Coworking Membership Agreement

ECOMSPACES offers a shared, community-driven workspace for ecommerce sellers. It exists because of you and for you. As a member, you will not just be a customer of ECOMSPACES; you'll be an active part of what ECOMSPACES is and does for you and for others.

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships

- Access to high-speed wireless internet
- Free Tea / Coffee
- Free Parking
- Receiving / Mailing / Shipping onsite
- Use of conference room
- Free admission to some events held in the space
- 24/7 access

Drop-In (\$15/day) 10am to 6pm - Monday to Friday

People interested in dropping in for the day can do so for a day rate, provided there is sufficient space, please apply online at www.relayshopspaces.com

Community Membership (\$99/month)

- Unlimited Access to the common space per calendar month
- 20 hours a month of meeting room booking (up to 2 hours a day-weekdays only)
- 24/7 access (deposit for keys to be determined))

Private Office (starts at \$500/month)

- Access to a dedicated private office for your exclusive use
- 24/7 access

Membership Level

- ✓ **Community Membership (\$99/month)**
- ✓ **Free Conference Room** up to 2 hours a day (20 hours free each month - weekdays only)
- ✓ **50% off Event Space Rates on Peerspace**

Payment Terms

Dates

All membership payments will be monthly recurring payments. There are no long term contract so you can end your membership at any time. Please note that we do not refund if you decide to cancel after your monthly payment is already paid.

Payment Methods

- Members may pay via Zelle, Credit/Debit card, CashApp, PayPal, GooglePay, Check, Bank Transfer, Square, Melio. Information will be provided in your invoice.

Payment

TOTAL AMOUNT DUE TO START = \$119

1 MONTH MEMBERSHIP

+ KEY FOB SECURITY DEPOSIT (\$20 refunded upon return of the key fob)

A copy of your ID will be requested upon receiving your access key

House Rules and Terms of Use

ECOMSPACES offers a shared, community-driven workspace for ecommerce sellers. It exists because of you and for you. As a member, you will not just be a customer of ECOMSPACES; you'll be an active part of what ECOMSPACES is and does for you and for others.

Acceptance of Agreement: The Services ECOMSPACES provides to you, the undersigned Member, including but not limited to building access, use of office space, access to the Internet, and the other Services listed below, are subject to the following Membership Agreement (the Agreement). The most recent Agreement will be posted online and made available upon request. Members will abide by the Agreement, as well as other terms determined by ECOMSPACES staff, which may be communicated verbally, by email or written notice. ECOMSPACES reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member. Members continued use (membership) of ECOMSPACES facilities and services following any changes to the Agreement constitutes your acceptance of such new term(s).

1. TERMINOLOGY USED IN THIS DOCUMENT

- ECOMSPACES refers to ECOMSPACES, LLC, its ownership or affiliates.
- Member refers to the undersigned member of ECOMSPACES.
- Member Organization refers to any business/company entities associated with Member
- Services refer to the services and amenities provided by ECOMSPACES.
- Guest are all non-members who are invited into ECOMSPACES.
- Common space refers to the central area (coworking area)

2. HOUSE RULES

Subject to the terms of this Agreement, ECOMSPACES will provide each Member services including but not limited to those described below. These services are referred to in this Agreement as the "Services."

2.1. Building Use. Access to the shared or private office space specified in the Membership Details form. All memberships include use of the breakroom, meeting rooms and common space. Upon completion of the membership Agreement, member will receive a fob key, which will allow access to ECOMSPACES 24/7. An ECOMSPACES staff person will be onsite from 10:00am-6:00pm on weekdays. Access to the shared or private office space specified in the Membership Details form.

2.2. ECOMSPACES Furnishings. ECOMSPACES provides Members use of furnishing in all areas. ECOMSPACES Furnishing provided are the sole property of ECOMSPACES. ECOMSPACES Furnishings may never be removed from ECOMSPACES. ECOMSPACES Furnishings may only be moved upon approval of ECOMSPACES staff. Any damage to ECOMSPACES Furnishings by Member are the sole responsibility of the Member. Member may be liable for the full replacement cost of any items damaged by the member. Any damage to ECOMSPACES Furnishings by Guests are the sole responsibility of the Member. ECOMSPACES does not guarantee ECOMSPACES Furnishings for any particular purpose or usage.

2.3. Member Furnishing and Belongings. Members are encouraged to bring furnishings and belongings if they have a private office. Member Furnishing and Belongings must be left within reserved space only. ECOMSPACES is not responsible in any way for Member Furnishings or Belongings. Members should safeguard their Furnishings and Belongings.

2.4. Shared Conference/Meeting Rooms: Subject to availability, members are entitled to use of the conference room. Members are entitled to up to 2 hours of meeting room hours per day on weekdays as specified in the Membership Details form but no more than 20 hours each month and on weekdays only. Additional reserved time past the included hours or on weekends is billed at current prevailing rate available on the member portal.

2.5. Common Space: The ECOMSPACES central area is a shared workspace. Shared space and common areas can be used by all members. The common space is the primary work area of our community members. The common space is to be used by our members on a temporary basis, meaning reserving desks or work areas is not permitted, personal and work items should not be left overnight, and all work areas used by members should be cleaned and items removed when finished working. The common space is a designated workspace, it is not a waiting area for guests. Minors are not allowed in the common space. Minors are permitted in your private office, but as a member, you will be liable for them. Any time a minor is not in your private office they need to be accompanied by an adult. We take the concerns of minors safety seriously, if you are in breach of this policy your membership will be terminated.

2.6. Events in the Common Space: From time to time, ECOMSPACES will have events in the Common Space. The events will always be after 5pm on weekdays or between 9am and 11pm on weekends. Please note that the Common Space will not be available during events held in the common space but you can still access your private office, the conference room if available or the breakroom. All events will be advertised in advance in the events calendar. Some events will be open free of charge to our members and some events will be paid events. Please refer to our event page on our website to find out if you can attend an event. ECOMSPACES might reconfigure the common space during events by removing the tables and/or adding more chairs.

2.7. Member Booking Space: Members can also book the Common Space for an Event with 30 guest max at once in the space / 5pm-11pm weekdays ; 10am-11pm weekends upon availability / Business events ONLY i.e. trainings, presentations, networking events, product launch, popup shop...) - Parties and Minors are not allowed **UNLESS APPROVED BY MANAGER**. To Book an Event, please go to your member portal on our website at www.ecomspaces.com (service fee will apply). The member booking the space will be liable for any damages, loss, theft occurred by their visitors during a meeting or event. The member will also make sure to restore the entire space common area - meeting rooms - breakroom - bathrooms) to its original clean state. (If you intend to rearrange the space, please take a picture so that you can restore the space.) A \$75 cleaning fee will be applied if the space is not returned to its original clean state. A \$20 no show fee will be applied if you book the conference room and do not show up. The Common Space booking is not refundable unless canceled 7 days prior to the booking date.

2.8. Guests & Pets Policy. ECOMSPACES allows Guests (Visitors) for all members. All guests are required to sign in the visitor log when they arrive and sign out when they leave. Non-members are not permitted in the breakroom or the common space without being accompanied by a member. Member will be liable for any damages, loss, theft occurred by their guests. If you know someone (guest, family, friends) would like to tour the space advise them to book a tour in advance on our website. Guest visiting onsite will not be granted a tour on the spot. An appointment must be previously scheduled online. Guests are not allowed in the warehouse at any time unless approved by manager.

Pets. Office pets are usually dogs and cats, but any pet that's well-trained and not potentially dangerous or unpleasant is also allowed. Young animals aren't allowed until they're adequately trained. Pets like snakes, spiders and bunnies (which chew up cords) are prohibited in the workplace.

2.9. Waiting Area. Visitors are permitted to wait in the waiting area at the entrance for up to 1 hour. The waiting area can only hold 5 people, please schedule your appointments accordingly, with this in mind. Also, keep in mind that other members may need to use the waiting area as well. Please be advised that after we reach the capacity of 5 guests in the waiting area, additional guests will have to wait outside. As a reminder, the common space is NOT a waiting area but a workspace for our community members.

2.10 Entry Access / Door Opening. When you are expecting guests, it is your responsibility to meet them at the door and grant them access to the space. You are liable for anyone you let in the door. The safety of our members is our priority. If someone is at the door and you are not expecting anyone, do not open the door. The door is remotely monitored by ECOMSPACES team members. If you happen to open the door because you were expecting someone but it turns out that the visitor is not your guest, do not let them in, please direct the guest to contact the company they are visiting or if it is a wish pickup

please tell them to ring the doorbell. Keep in mind that your membership does not include receptionist services, please establish a method for your guest to be able to communicate with you upon arrival for access into the space.

2.11. **Phone calls in the common space are fine if it is not disruptive for other members.** Please talk at a normal volume and be aware it is an open space with the associated background noise. If you do not have a private office and need to have a phone call, we would prefer you do so in the breakroom (or the meeting room if not being used).

2.12. **Printing.** The printer is free to use up to 120 black and white sheets a month. If you need to print more pages, we charge 8 cents per page. You will be billed accordingly each month if you go over that limit. All prints are tracked by IP address.

2.13. **Mail and Shipment Receiving.** Our partner RELAY SHOP USA LLC will accept mail and deliveries on behalf of Member or Member Organization during regular business hours on our regular business days. All memberships include mail reception. RELAY SHOP USA LLC will receive letters, sign for packages, and place them in reserved space unless otherwise instructed. RELAY SHOP USA LLC will keep Member mail until Member is able to pick it up. Following membership cancellation, all mail will be returned to sender after one week. Instructions on how to create your business address with RELAY SHOP USA LLC is provided in your member portal on our website.

2.14. **Storage in the warehouse** is a service provided by RELAY SHOP USA LLC which allows you to store your inventory in a dedicated space, unless approved by the manager, no other activities are permitted in the warehouse area. As a member of ECOMSPACES, you can receive, check, drop off or pick up your inventory during business hours. You will need to book a time to access the warehouse through your member portal on our website. Storage fee might apply depending on your membership.

2.15. **Facility Maintenance.** Regular maintenance of the facility will be provided by ECOMSPACES. ECOMSPACES will be cleaned regularly and as needed. Members should keep their work area clean at all times. Food is allowed in the common space and the private offices HOWEVER member should not leave any open trash or containers with food residue in their private office overnight. ECOMSPACES cleaning employees can access private offices to enforce this rule. ECOMSPACES will provide central heat and air-conditioning in the office space during regular business hours on regular business days. **Any maintenance resulting from damage, misuse or mistreatment by a Member will be billed to that Member in their next monthly membership bill at up to the actual cost + 5%.**

2.16. **Facility Security.** ECOMSPACES provides all monthly Members with 24/7 fob key access. Fob key access is available at the main entrance only. All exterior doors are to remain closed at all times unless expressly open by ECOMSPACES staff. ECOMSPACES is equipped with security cameras throughout the space. For security reasons, ECOMSPACES may regularly record via video certain areas in the Premises; Members should safeguard ECOMSPACES property. **Members will be liable for replacement fees should any such property be lost, stolen or destroyed**

2.17. **Key Fobs:** 3.12.1. All key fobs are the property of ECOMSPACES and should never be duplicated for any reason. Member may not lend, share or transfer any key fobs to any third party. A lost card fee of \$20 will be charged for any lost key fob. **It is important to contact the facility manager as soon as you notice that you have lost your key fob. If anybody enters the property using your entry access, you will be liable for any loss or damages to the property.**

2.18. **Network, Internet and IT Infrastructure.** Members are entitled to access and use of the ECOMSPACES business networking site, and unlimited access to and use of the shared Internet connection. The Wireless networks are shared infrastructure. Network abuse may results in reduction in Member bandwidth. Repeated abuse may result in termination of Membership. Each Member is responsible for completing and updating their Member profile on the ECOMSPACES Member portal site. ECOMSPACES may provide Members with other IT amenities as they become available including but not limited to free storage and backup. ECOMSPACES does NOT make any warranties or guarantees about

security and it's the customer's responsibility to secure their own personal machine with intrusion detection/prevention software (firewall) and antimalware clients.

2.19. **Member Portal.** ECOMSPACES will provide a Member portal with valuable Member only offers, conference room booking, and other Member only perks. Opportunity to participate in Member-only events, benefits and promotions. Discounts on ECOMSPACES event space. See event agreement for details. Access to ECOMSPACES Membership program benefits. See site for details.

2.20. **Staff on site:** ECOMSPACES staff may be available on-site during regular business hours/days. "Regular business hours" are generally from 10:00 a.m. to 6:00 p.m. on weekdays, with the exception of U.S. federal holidays. ECOMSPACES Staff may not always be available during "regular business hours".

2.21. **Parking:** Members and visitors can park for free in front of the facility on the street or on the left side of the ramp access in the dedicated parking spots. DO NOT BLOCK THE DRIVEWAY, DO NOT BLOCK ANY DOOR ENTRANCE TO THE WAREHOUSE, DO NOT BLOCK ANY DOCK ACCESS. Members need to ensure that their guests are parked correctly.

2.22. Emergencies: **In case of emergency, please contact 911 then contact us:** Maire at **404-834-3748** or Ali at **404-610-2719**

2.23. ECOMSPACES does not control and is not responsible for the actions of other Members. If a dispute arises between Members or their invited guests, ECOMSPACES shall have no responsibility or obligation to participate, mediate or indemnify any party. ECOMSPACES does reserve the right to terminate Membership immediately, without refund, if any Membership dispute becomes disruptive.

2.24. Harassment of any kind will not be tolerated. If you experience harassment onsite please inform an ECOMSPACES team member.

3. Terms of Use

Our TOU is long and boring, but it's important that you read it carefully to understand your rights and protections, as well as ours. We hope to be able to simplify these terms in the future. Please contact us at hello@ecomspaces.com if you have questions regarding this TOU.

3.1. Acceptance of Terms.

The services ECOMSPACES, LLC ("ECOMSPACES") provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU").

ECOMSPACES reserves the right to update the TOU at any time. ECOMSPACES will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

3.2. Description of Services.

ECOMSPACES may provide you with access to office space, workstations, Internet access, office equipment, conference space, knowledge resources, and other services as ECOMSPACES may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

3.3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in

any manner that could damage, disable, overburden, or impair any ECOMSPACES server, or the network(s) connected to any ECOMSPACES server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any ECOMSPACES server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that 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.

3.4. Use of services.

You agree that when participating in or using the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through ECOMSPACES Services;
- d. 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 limitation, copyright or 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;
- e. 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 rights of any party;
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct or other guidelines which may be applicable for any particular Service;
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations; and
- l. Create a false identity for the purpose of misleading others.

3.5. ECOMSPACES reserves the right at all times to disclose any information about you, your participation in and use of the Services as ECOMSPACES deems necessary to satisfy any

applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in ECOMSPACES's sole discretion.

3.6. Confidentiality.

- a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by ECOMSPACES, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of ECOMSPACES, any analyses, compilations, studies or other documents prepared by ECOMSPACES or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

- b. Your participation in and/or use of the Services obligates you to
 - I. maintain all Confidential Information in strict confidence;
 - II. not to disclose Confidential Information to any third parties;
 - III. not to use the Confidential Information in any way directly or indirectly detrimental to ECOMSPACES, or any participant or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of ECOMSPACES or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of ECOMSPACES, or any participant or user of the Services.

3.7. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that ECOMSPACES does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

3.8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, ECOMSPACES provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

3.9. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall ECOMSPACES 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, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of ECOMSPACES, and even if ECOMSPACES has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

3.10. Limitation of Liability and Remedies.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of ECOMSPACES 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 under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

3.11. Termination.

ECOMSPACES reserves the right to terminate any Service at any time. ECOMSPACES further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU and the House Rules.

3.12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless ECOMSPACES and ECOMSPACES's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree that in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by ECOMSPACES or its respective officers and agents in connection with the defense of such claim or lawsuit.

3.14. Severability.

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be

unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

3.15. Insurance.

ECOMSPACES will carry General Liability insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of ECOMSPACES.

3.16. House Rules.

During the Term, the user agrees to accept the terms, conditions, and policies provided by ECOMSPACES relating to the use of the Space, including building security procedures, IT access and use procedures, maximum occupancy limitations, specific state law requirements and other terms or procedures provided by ECOMSPACES (the "House Rules") above. The House Rules may be revised and amended by ECOMSPACES without the prior consent of the user; provided that ECOMSPACES shall provide user with notice of such revisions and/or amendments. In the event of a conflict between this Agreement and the House Rules, the House Rules shall govern and control.

By submitting my application and paying for the membership fees, I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and the HOUSE RULES and further agree to be bound to the TOU and HOUSE RULES regarding my participation in and use of the Services.