

## **RocketSpace Membership Terms of Use**

Effective Date: June 1, 2018 Version: 1.8

**THE ROCKETSPACE MEMBERSHIP TERMS OF USE CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT,**

**(1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ROCKETSPACE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

### **1. Definitions**

- “We” or “us” or “our” or “RocketSpace” means, collectively, RocketSpace, Inc., its parents, subsidiaries and affiliates, and their respective successors and assigns. If you are a Member of a Premises located in, or for Services provided in, the United Kingdom (hereafter referred to as a “**UK Member**”) then these Terms of Use shall be entered into between you and the relevant contracting RocketSpace entity as identified in your Member Agreement, and accordingly, unless the context otherwise requires, references in these Membership Terms of Use to “RocketSpace”, “we”, “us” or “our” shall mean the RocketSpace entity as identified in your Member Agreement.
- “Member Agreement” means the Application and Member Agreement.
- “TOU” means these Terms of Use.
- “Terms” mean the TOU and other terms we may provide you from time to time that apply to the Services (as defined below), such as the Member Agreement, which are hereby incorporated by reference into the TOU.
- “Premises” mean RocketSpace buildings, property, or physical space in a RocketSpace- controlled floor in a building.

### **2. Membership.**

The Terms govern your access to and use of the services that we provide to you through our website, mobile applications and related services (together with any new features and applications, the “Services”). The Services at all times are subject to the Terms. RocketSpace has the right to change the Terms at our sole discretion and at any time. Any changes will be posted on this page, and we will indicate at the top of this page the date the TOU were last revised. We will also notify you, either through the Services, in an email notification or through other reasonable means. Any such changes will become effective no earlier than 30 days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Services. If you don’t agree to such changes, you may cancel your membership at any time, on giving us at least 14 days’ notice in writing, provided that (a) such notice must not be given later than 30 days after the date of notification of changes, and (b) at the date of giving notice you are not in default of any payment or other obligations owed to us. If you cancel under this section before the expiry of a minimum contractual period of your membership, you will be required to pay us for all remaining unused days of your membership (calculated based on your normal monthly charge), except where the notified changes relate to a material reduction in services or facilities provided to you or fundamentally alter your legal rights as

a Member (in which event you will not be required to pay for unused months). The foregoing right is without prejudice to your and our respective rights and obligations under section 9 relating to the deposit.

The Services include:

- Non-exclusive access to the Premises, which includes work stations, internet, office equipment, conference space, furnishings and knowledge resources;
- Maintenance of the Premises;
- Heat and air conditioning during the business hours below; and
- Other services as set forth in the Member Agreement.
- Meeting room credits granted as part of your contract will be pro-rated based on start and end dates in signed contract.

**Auto-Renewal:**

Each Term shall automatically renew for subsequent periods of the same length as the initial Term unless either party gives the other written notice of termination at least forty-five (45) days prior to expiration of the then-current Term.

**UK Members.** If you are a UK Member:

Our business hours are 0700 to 1900, Monday through Friday. Access to the Premises is controlled by us through the use of a digital card key system. Members entering the Premises may be required to present their digital card key and/or proper identification in order to verify their membership. RocketSpace is not liable for damages in the event you are denied entry or you cannot get into the building. You are not permitted to make any copies of digital (or physical) card keys from RocketSpace. Any lost passes and keys are subject to a replacement fee.

**US Members.** If you are a US Member:

Our business hours are 0800 – 1800, Monday through Friday. Access to the Premises is controlled by us through the use of a digital card key system. Members entering the Premises may be required to present their digital card key and/or proper identification in order to verify their membership. RocketSpace is not liable for damages in the event you are denied entry or you cannot get into the building. You are not permitted to make any copies of digital (or physical) card keys from RocketSpace. Any lost passes and keys are subject to a replacement fee.

**3. Using our Services.**

No one under 13 years of age is authorized to use the Services. If you are under 18 years old, you need approval from your parent or guardian to use the Services.

You and your staff members may be required to register with RocketSpace and/or download RocketSpace mobile applications in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form. Registration data and other information about you are governed by our Privacy Policy (details of which are available on our website). You are responsible for maintaining, and for ensuring that your staff members maintain, the confidentiality of your or their password(s) and account(s) and you are fully responsible for any and all activities that occur under your or their password(s) or account(s). You agree to instruct your staff members of the need to maintain confidentiality and security of their passwords and accounts and to sign out of their accounts at the end of each session. You shall notify RocketSpace immediately if there is any unauthorized use of your password or account or

any other breach of security. RocketSpace will not be liable for any loss or damage arising from your failure to comply with this Section.

**4. Membership Fees and Payment**

**Payment Terms.** Upon completing and signing the Member Agreement, you are obligated to pay all fees set forth in the Member Agreement, including any deposits and activation fees. All fees are due on the first day of the month in which the Services are provided. We reserve the right to change any fees. We will provide notice of any changes in the fees in email to you at least 30 days before the change takes effect. Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount. You are responsible for all taxes associated with the Services other than any taxes based on RocketSpace’s net income, and all fees are exclusive of VAT and other applicable rates and taxes.

**Payment Methods.** You agree to pay all fees due via an ACH debit transaction or other preauthorized electronic fund transfer. You represent and warrant to RocketSpace that all payment information provided to us is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (such a change in your billing address). You hereby authorize RocketSpace to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until your membership is terminated, and you agree to pay any fees and charges incurred.

**Late payments.** RocketSpace may terminate or withhold the Services if any outstanding fees are due and are not paid within three (3) days of our notice of nonpayment to you. If we do not exercise our right to terminate the Services, you will be subject to a fee of 10% of the overdue amount for the first month any outstanding fees due are not paid and 1.5% of the overdue amount thereafter until such outstanding fees are paid. You may withhold payment of any fees that you dispute in good faith by providing us written notice within five (5) days of receiving the applicable invoice, provided that any undisputed amounts are be paid by the due date.

RocketSpace may discontinue any discount, promotion or offer without notice if you breach the payment terms set forth in this Section.

**5. Representations and Warranties.**

You represent and warrant that (a) you have all requisite legal power and authority to enter into the Member Agreement, abide by the terms and conditions of the Terms and no further authorization or approval is necessary and (b) your 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.

**6. Member Guidelines.**

**Using the Internet.** Our services include internet access. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. We will handle service interruptions as promptly as possible, but we are not responsible for any data, business or other losses resulting from any interruptions. RocketSpace does not make any representations as to the security of the internet or any information that you place on it. You are responsible for protecting your computer and data from electrical surges, theft, virus, or other malicious attack.

You will not, and you shall ensure that each of your staff members will not:

- Use the Services or Premises for any purpose that violates any applicable law or regulation or is prohibited by the Terms, or use the Premises for any residential, illegal or immoral purposes;

- Access the Services simultaneously through multiple units, authorize any other person or entity to use the Services or assign your log-in name, password or IP address to any other person or entity;
- Use the Services in any manner that could damage, disable, overburden, or impair any RocketSpace server, or the network(s) connected to any RocketSpace server, or interfere with any other party's use and enjoyment of any Services;
- Attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any RocketSpace server or to any of the Services, through hacking, password mining or any other means;
- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others or use the Services in such a way that would damage or cause risk to our business, reputation, employees, subscribers, Premises or to any person;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through RocketSpace servers or bandwidth;
- Upload, use, or otherwise make available, files that contain images, photographs, software or other material (collectively, "Material") protected by intellectual property laws or rights of privacy or publicity, unless you own or control the rights thereto or have received all necessary consent to do the same;
- 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;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Services or any RocketSpace or related website or network;
- Install or maintain at the Premises any computer server of any kind, whether hardware or software, without the written permission of RocketSpace;
- Use any device emitting a signal on 2.4 Ghz or 5 Ghz, including but not limited to WiFi routers or WiFi broadcasting from computers, cordless phones, or any other device that may interfere with our networks;
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- Create a false identity for the purpose of misleading others;
- Resell any aspect of the Services, whether for profit or otherwise; or
- Use the Services to advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized.

**Building and Premises.** As part of the Services, you will have access to the Premises. When accessing the Premises, you agree to (and you shall ensure that each of your staff members abide by) the following terms and conditions.

- Each RocketSpace Campus has specified "Move-in" and "Move-out" guidelines and

protocols. Please contact Campus Member Services Representative for specific policies and fees regarding move-in/move-out prior to scheduling any services or incurring any fees.

- No pets are allowed, unless you have a specific need for visual assistance or other medical assistance.
- Please register any guests in accordance with our policies.
- Do not use cell phones or other devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, please keep phones on vibrate and use a phone booth or meeting room for longer calls.
- Treat all areas with respect – clean up after yourself and do not cause any damage to the Premises.
- We have the right to request that you remove anything you place in Premises that appears unsightly.
- Keep sidewalks, halls, passages, exits, entrances, elevators and stairways clear. The halls, passages, exits, entrances, elevators, stairways, balconies, fire escapes, and roof of the Premises are not for the use of the general public, and RocketSpace can restrict access to any areas of the Premises at any time. You are not permitted to go on the roof of any building.
- The only cooking permitted is with kitchen appliances we supply on the Premises.
- Kerosene, gasoline or inflammable or combustible fluid or material, space heaters and air conditioners are prohibited, other than those supplied by RocketSpace. Please use reasonable judgement when operating individual heating or air conditioning controls.
- No boring or cutting of wires is allowed without the consent of RocketSpace. Do not install linoleum, tile, carpet or other floor covering or attach or affix any items to the walls.
- Please ask us before bringing in any non-standard furniture, fixtures, or equipment. Do not order any furniture, packages, supplies, equipment or merchandise to be received at the Premises.
- Please ask us before using our name or the name of any RocketSpace building, phone number, email, or any picture of any RocketSpace building in connection with, or in promoting or advertising your business. You may, however, use the address of the RocketSpace building where you have your primary desk as the address of your business.
- Please keep an eye on your belongings. We are not responsible for any theft or robbery.
- You cannot sell any items or services in or from the Premises without our written consent.
- Do not change locks or install other locks on doors without the prior written consent of RocketSpace.
- Let us know as soon as possible if there are any accidents to or defects in plumbing, electrical fixtures, heating, etc. so that we can resolve promptly.
- You are responsible for any fake, false, illegal, or non-emergency calls made to police, fire, safety or other parties by you including fees and criminal charges brought by the local government, regulators, authorities or other parties.

- RocketSpace may need to enter your space within the Premises and may do so at any time. However, unless there is an emergency, RocketSpace will attempt to notify its members verbally or electronically in advance when RocketSpace needs to carry out testing, repair, or works other than routine inspection, cleaning, and maintenance.
- Each member is strongly encouraged to carry an insurance policy to cover the equipment and personal property of such member while using our space.
- For security reasons (in connection with the prevention and detection of crime), we may record via video certain areas in the Premises.

You acknowledge that you are using the Services of your own free will and decision. If RocketSpace suspects violations of any of the above, RocketSpace will investigate and may institute legal action, immediately deactivate Services to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with RocketSpace in investigating suspected violations. You are responsible for any damages to the Premises or our business caused by violating any of these guidelines.

You will be deemed responsible and liable for all acts, omissions and defaults of your staff members (whether or not acting in the course of their employment) and of your guests to the Premises. It is your responsibility to ensure that all staff members and guests are aware of the relevant sections of this TOU.

## **7. Intellectual Property Rights**

You acknowledge and agree that the Services may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by RocketSpace, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content.

The RocketSpace name and logos are trademarks and service marks of RocketSpace (collectively the “RocketSpace Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to RocketSpace. Nothing in the Terms or the Services grants you any license or right to use any of RocketSpace Trademarks. All goodwill generated from the use of RocketSpace Trademarks will inure to our exclusive benefit.

## **8. Confidentiality.**

You acknowledge and agree that during your use of the Services, you may be exposed to Confidential Information. “Confidential Information” means all information that is disclosed by RocketSpace or any member 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, knowhow, 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 RocketSpace, any analyses, compilations, studies or other documents prepared by RocketSpace or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

You agree to:

- Maintain all Confidential Information in strict confidence;

- Not to disclose Confidential Information to any third parties; and
- Not to use Confidential Information in any way that is directly or indirectly detrimental to RocketSpace or any member of the Services.

All Confidential Information remains the sole and exclusive property of the respective disclosing party. You acknowledge and agree that nothing in the Terms, or your access to or use of the Services, grants 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 RocketSpace or any member of the Services.

RocketSpace reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as RocketSpace deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any Materials in the sole discretion of RocketSpace.

## **9. Termination.**

RocketSpace may terminate any of the Services at any time with 30 days prior notice. We may also terminate your access to and use of any Services, immediately and without notice, if you fail to comply with the Terms.

Upon termination, you agree to, as soon as reasonably practicable and not later than 14 days in the case of termination for convenience (as per the above mentioned rights) and immediately in all other cases of termination, remove any and all of your personal property from the Premises. Any property left behind is forfeited and may be destroyed. Any item provided with a deposit, passes and physical key cards must be returned within 15 days of termination.

Deposits will be held in a non-interest bearing account and returned to members upon satisfaction of terms under the Member Agreement, including payment of all outstanding membership fees. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

## **10. Additional Terms**

**A. Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT TO THE EXTENT EXPRESSLY SET FORTH ELSEWHERE IN THESE TERMS, ROCKETSPACE PROVIDES THE SERVICES “AS IS”, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, 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 CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH YOU.

**B. Exclusion of Incidental, Consequential and Certain Other Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ROCKETSPACE OR ITS AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY, 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; THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES 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 ROCKETSPACE OR ITS AFFILIATES, AND EVEN IF ROCKETSPACE OR ITS AFFILIATES HAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**C. Limitation of Liability and Remedies.** THE ENTIRE LIABILITY OF ROCKETSPACE AND ITS AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THE TERMS AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU UP TO A MAXIMUM OF THE TOTAL FEES PAID BETWEEN THE DATE YOU STARTED USING THE SERVICES AND THE DATE ON WHICH THE CLAIM ARISES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH IN SECTIONS 10(A) THROUGH 10(C) MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF YOU ARE A MEMBER FROM THE STATE OF NEW JERSEY, UNITED STATES, SECTIONS 10(A) THROUGH 10(C) ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

**D. Indemnification.** To the greatest extent permitted by law, you release, and hereby agree to indemnify, defend and save harmless, RocketSpace and its subsidiaries (whether or not wholly-owned), affiliates and divisions, any landlord of the Building, any lender holding a security interest in the Building, 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 (including, without limitation, reasonable attorney's fees), judgments, actions of any kind and injury (including death), fines and penalties based upon or arising out or relating to (a) your participation in or use of the Services or (b) caused in whole or in part by any act or omission of you, your affiliates, your invitees and their respective partners, managers, members, officers, agents, employees, representatives or invitees. If you are a California resident, you waive California Civil Code Section 1542, which says: "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." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.



**E. Insurance.** Your liability insurance shall, to the greatest extent available, name RocketSpace and the other parties listed as indemnified above as additional insureds on a primary, non-contributory basis, with coverage equal to the full policy limits. You waive all rights against RocketSpace and the other parties listed as indemnified above for recovery of damages to the extent such damages are covered by the insurance maintained by you, and you will cause your insurers to waive rights of subrogation against RocketSpace and the other parties listed as indemnified above.

**11. Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

**a. Agreement to Arbitrate.** This Dispute Resolution by Binding Arbitration section is referred to in this TOU as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and RocketSpace, whether arising out of or relating to the Terms (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual

claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this TOU, you and RocketSpace are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. Unless you are a UK Member, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**b. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND ROCKETSPACE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND ROCKETSPACE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).**

**c. Pre-Arbitration Dispute Resolution.** RocketSpace is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer’s satisfaction by emailing customer support at [wtf@rocketspace.com](mailto:wtf@rocketspace.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). Unless you are a UK Member, the Notice to RocketSpace should be sent to RocketSpace, Inc., 180 Sansome Street, Suite 400, San Francisco, CA, 94104, Attention: Chief Financial Officer (“Notice Address”). If you are a UK Member, the Notice to RocketSpace should be sent to RocketSpace Angel Limited, 40 Islington High Street, London N1 8EQ, Attention: General Manager. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If RocketSpace and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or RocketSpace may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by RocketSpace or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or

RocketSpace is entitled.

**d. Arbitration Procedures (for non-UK Members).** This clause applies to non-UK Members. Arbitration will be conducted by a neutral, single arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of the Terms as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless RocketSpace and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, RocketSpace agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**e. Arbitration Procedures for UK Members.** This clause applies to UK Members. This clause shall not apply in respect of any debt recovery action by RocketSpace against you for non-payment of undisputed fees in breach of your obligations under this TOU, in which respect RocketSpace shall be at liberty to commence court proceedings against you and for these purposes you and RocketSpace irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales. In respect of all other disputes arising out of or in connection with this contract, including any question regarding its existence, validity or termination, such dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules 2014 (the "**LCIA Rules**"), which are deemed to be incorporated by reference into this clause. In respect of any such arbitration: (a) the number of arbitrators shall be one; (b) the seat or legal place of arbitration shall be London, England; (c) the venue of the arbitral proceedings shall be London, England; and (d) the language to be used in the arbitral proceedings shall be English.

**f. Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules or LCIA Rules (as the case may be), unless otherwise provided in this Arbitration Agreement.

In respect of arbitrations under the AAA Rules, if the value of the relief sought is \$75,000 or less, at your request, RocketSpace will pay all Arbitration Fees; and if the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay

your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, RocketSpace will pay your portion of such fees. In addition, in respect of arbitrations under the AAA Rules, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, RocketSpace will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules or LCIA Rules (as applicable).

**g. Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**h. Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms will continue to apply.

**i. Future Changes to Arbitration Agreement.** Notwithstanding any provision in the Terms to the contrary, RocketSpace agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a member of the Services, you may reject any such change by sending RocketSpace written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted this TOU (or accepted any subsequent changes to this TOU).

**12. Member Disputes.** You agree that you are solely responsible for your interactions with any other members in connection with the Services, and RocketSpace will have no liability or responsibility with respect thereto. RocketSpace reserves the right, but has no obligation, to become involved in any way with disputes between you and any other member of the Services.

### **13. Miscellaneous.**

**Nature of the Relationship.** You expressly acknowledge and agree nothing in the Services constitute a landlord/tenant relationship or create any tenancy interest, leasehold estate or other real property interest, and your rights to access the Premises and to occupy any office, desk or other space allocated to you is as a bare licensee only. No exclusive rights of possession are granted to you. RocketSpace (on behalf of itself and/or its authorized representatives and contractors and/or its landlord's representatives and contractors) reserve the right at any time to enter any office or other space allocated for your use within the Premises, for the purposes of maintenance and/or management of the Premises and/or for any reason connected with RocketSpace and/or its landlord's interest in the Premises, including without limitation, cleaning, decorating, repair and/or maintenance of any parts of the Premises. RocketSpace reserves the right on giving reasonable notice in writing to re-allocate any office, desk or other space allocated to you to an equivalent office, desk or space within the Premises, where such re-allocation is necessary or desirable in connection with the maintenance and/or management of any part of the Premises or otherwise in connection with RocketSpace's lease obligations.

**Entire Agreement.** This Terms and the Member Agreement collectively constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all

prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.

**Severability.** In the event that any provision or portion of the Terms is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the Terms shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

**Waivers.** No waiver shall be binding on RocketSpace unless executed in writing by an authorized representative of RocketSpace.

**Successors and Assigns.** The Terms shall be binding on your heirs, legal representative, successors and assigns.

**No Assignment.** In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of RocketSpace.

**Notice.** All notices, requests, demands or other communications shall be in writing and delivered by registered or certified mail, or commercial courier service or by hand, and shall be addressed at the following addresses: (a) if to RocketSpace (for non-UK Members): RocketSpace Inc., 180 Sansome Street, Suite 200, San Francisco, CA, 94104 ATTN: Duncan Logan, CEO, and if to RocketSpace (for UK Members): RocketSpace Angel Limited, 40 Islington High Street, London N1 8EQ ATTN: General Manager and (b) if to you: at the address set forth in the Member Agreement, or such other address as any party may designate in writing. All notices under the Terms shall be effective: (i) forty-eight (48) hours after posting, postage prepaid, if sent by registered or certified mail, return receipt requested; (ii) upon delivery, if delivered in person to the address set forth above; or (iii) upon delivery, if sent by commercial courier service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

**Attorneys' Fees.** If RocketSpace shall bring any action for any relief against you arising out of the Terms, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

**Governing Law (non-UK Members).** This clause applies to all Members other than UK Members. The rights and obligations hereunder shall be governed by, and the Terms shall be construed and enforced in accordance with, the laws of the State of California. Venue for the resolution of any dispute arising out of the Terms shall be San Francisco County, California.

**Governing Law (UK Members).** This clause applies to UK Members. This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England.

**Notice for California Members.** Under California Civil Code Section 1789.3, members of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at RocketSpace, Inc., 180 Sansome Street, Suite 200, San Francisco, CA, 94104 or by telephone at (415) 625-3155.

**Your Privacy.** At RocketSpace, we respect the privacy of our members. For details please see our Privacy Policy located at our website. By using the Services, you consent to our collection and use of personal data as outlined therein.

**UK Members.** If you are a UK Member :

- You confirm 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).
- We warrant to you that we shall provide the Services using reasonable care and skill.
- For each Premises located in, and services provided in, the UK, our address is 40 Islington High Street, London N1 8EQ and our VAT number is 265 0691 95.
- Nothing in this agreement, including the provisions in Section 10, shall limit or exclude RocketSpace's liability for (i) death or personal injury caused by our negligence or the negligence of our employees or agents; or (ii) fraud or fraudulent misrepresentation or (iii) for any other liability which cannot be excluded or restricted by law.

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