

Axis Membership 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 AXIS in connection with your Membership, cubicle or other services specified herein (the "Services", as further described below).

Please read these Terms carefully, as they affect your legal rights. By using the Services, you are agreeing to abide by and be bound by these Terms.

2. Who AXIS is. Axis is a shared work space located at 109 W. Jefferson, Effingham, IL.

- The relevant entity with which you enter into these Terms shall be known in these Terms as "we," "our" "us" or "AXIS".

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.

4. General Info. For the avoidance of doubt, references to "Services" in these Terms refer to your access to and use of our member network, member-only events and offerings and ("Premises") and certain other related services and features AXIS provides. 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.

Some features of the Services may be subject to Additional Terms, which will be posted with those features or otherwise communicated to you. AXIS 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. How AXIS might change our Services or these Terms. The availability and scope of the Services, as well as the availability and scope of benefits AXIS 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 AXIS may offer at any of our Premises, are also subject to change from time to time. From time to time, AXIS 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 AXIS web site at Axis109.com/member portal. 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 at any time, but note that there are no refunds for early cancellation.

Creating Your Axis Membership.

6. Check your creds. The Services are available to members and guests who are at or above the age of 18. 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.

7. 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 Membership. You may be charged a replacement fee for any lost or damaged Access Devices or keys.

Paying for Your AXIS Membership or Hot Desk

8. Payments. By signing up for a AXIS Membership, cubicle, or any other Services 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 AXIS 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 tenth (10th) of the month in which such payment is due, you will be responsible for paying the then-current late charge. 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 AXIS receive funds from you, AXIS 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.

9.No refunds. All fees are non-refundable.

Using and Terminating the Services

10.House Rules. You will be required to follow the facility rules as posted in the member portal and at the Axis facility.

11.Service Restrictions. Your AXIS Membership 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.

12.Conference Room. The conference room is available to all members. To reserve the conference space, visit the google calendar located in the member portal of Axis109.com.

13.Property. AXIS is not responsible for any property you leave. It is your responsibility to ensure that you have retrieved all personal items prior to leaving. Prior to the termination or expiration of your AXIS Membership and/or Hot Desk, you must remove all property from all AXIS Premises. After providing you with reasonable notice, AXIS 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.

14.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, or invitees.

15.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.

16.**Pets.** No pets are allowed on the premises.

17.**You and other members.** AXIS does not control and are not responsible for the actions of other members or any other third parties. If a dispute arises between members or their invitees, or guests, AXIS shall have no responsibility or obligation to participate, mediate or indemnify any party.

18.**Account termination.** If you fail, or if AXIS suspect that you have failed, to comply with any of the provisions of these Terms, or at any other time when AXIS in our reasonable discretion see fit to do so, AXIS 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, AXIS 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. AXIS may also at any time terminate your account, AXIS Membership if AXIS discontinues activities.

Using the Mobile App

19.**License.** If you download any AXIS mobile device application (the "Application"), then, subject to your compliance with these Terms, AXIS grants 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 AXIS Membership.

20.**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.

21.**Use of the AXIS Name; Photos of the Premises.** You may not take, copy or use for any purpose the name "AXIS" 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 AXIS properties, without our prior consent.

Limitations of Liability

22.**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 "AXIS Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet ("Claims") and release the AXIS Parties from any such Claims.

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

24. AXIS does not have liability for third party products or services. The Services may provide you with access to third party products or services.

25. Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of any of the AXIS 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 AXIS 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 AXIS 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.

26. Disclaimer of warranties and implied terms. The Services are provided "AS IS". To the extent permitted by law, AXIS disclaims 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.

27. 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

28.You agree to hold us harmless. You will indemnify and hold harmless the AXIS 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 any of your or their actions or omissions, and AXIS 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 AXIS Parties, imposes any obligation upon any of the AXIS Parties or does not contain a full and unconditional release of the AXIS Parties, without our written consent. None of the AXIS Parties shall be liable for any settlement made without its prior written consent.

29.You agree to cooperate with us. From time to time, AXIS 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 AXIS 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

30.Governing Law. These Terms and the transactions contemplated hereby shall be governed by and construed under the laws of the state of Illinois.

General Provisions

31.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.

32. 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.

I am in agreement with the terms of use.

Axis Member Signature

Email: _____

Phone: _____