

TERMS OF SERVICE
THE WORX COWORKING

The Worx Coworking needs the contact information you provide to us to contact you about our products and services. You may unsubscribe from these communications at any time. For information on how to unsubscribe, as well as our privacy practices and commitment to protecting your privacy, you can contact us at info@theworxatbridgeway.com or at 864-242-2100.

TERMS OF SERVICE

This The Worx Coworking Membership Terms of Service (these “Terms of Service”) apply to and govern the use of the premises occupied by The Rabbit Hole, LLC (“The Worx Coworking” or “The Worx”) and all services offered, provided or made available by The Worx Coworking to its members. Each person (referred to in these Terms of Service as “you”) who registers with The Worx Coworking as a member and/or accesses or uses any services of The Worx Coworking, agrees to bound by all of these Terms of Services.

THE WORX COWORKING MAY MODIFY THESE TERMS OF SERVICE AT ANY TIME IN ITS DISCRETION AS IT DEEMS NECESSARY TO PROTECT THE INTERESTS OF THE WORX COWORKING OR ITS MEMBERS. THE WORX COWORKING ENCOURAGES YOU TO PERIODICALLY REVIEW THESE TERMS OF SERVICE (WHICH ARE POSTED AT <https://www.theworxatbridgeway.com/terms-of-service>) TO STAY INFORMED AND UPDATED AS TO MODIFICATIONS TO THESE TERMS OF SERVICE. YOU AGREE TO BE BOUND BY ALL MODIFICATIONS TO THESE TERMS OF SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

Services

The Worx Coworking offers a variety of services that are designed to foster a collaborative and entrepreneurial working environment at its premises located at the following address:

1105 Via Corso Ave.
Simpsonville, SC 29681

(the “Premises”) by providing multiple individuals who register and join as members of The Worx Coworking (“Members”) with access to the Premises for professional office use, meetings, or events during regular Business Hours. The range of services offered by The Worx Coworking to its members is described on <https://www.theworxatbridgeway.com/> and may be subject to change from time by The Worx Coworking in its discretion. All of services offered by The Worx Coworking to its Members from time to time shall be referred to herein as the “Services.” Subject to your full and timely payment of all Fees in accordance with these Terms of Services, The Worx Coworking hereby grants you a limited, non-exclusive, terminable right to access and use the Premises for the purposes of accessing and utilizing the

Services in accordance with these Terms of Service. Your right to access and use the Premises and the Services is expressly conditioned upon your full compliance with the terms of these Terms of Service.

Regular business Hours are as follows:

- Monday – Saturday: 9:00AM EST – 6:00PM EST
- Sunday: Closed

The Worx Coworking also provides other services in the space including maintenance and upkeep of the coworking space, use of certain equipment, workstations, furnishings, or office supplies in the coworking space (as will be described to you upon your first visit), use of basic amenities at the coworking space (such as air conditioning, heating, electricity, including shared kitchen space and shared kitchen appliances), access to and use of the Website (which may be subject to any additional legal terms posted thereon), the ability to sign up for additional services through the Website, use of Internet service at the coworking space, as a business address (subject to additional membership fees), conference room rentals (subject to additional membership fees), private office rentals (subject to additional membership fees).

Membership Levels

The Worx Coworking offers different Membership Levels at different costs as outlined in the Fees Schedule attached to these Terms of Service. Each membership, with the exception of Single Day Passes, is based on a term of one month and will automatically renew each month. Members have the option to opt out of this automatic renewal by providing a notice as stipulated in the Termination of Your Membership section. By continuing membership without opting out, Members agree to be automatically billed for the subsequent month as per the Fees Schedule. This automatic renewal ensures uninterrupted access to the services and amenities provided by The Worx Coworking.

Fees and Payment Terms

You agree to pay The Worx Coworking all fees, costs and expenses described and set forth in the list of fees on in the new member welcome package previously provided. The Worx Coworking may modify the Fees Schedule at any time in its sole discretion upon ten (10) days notice to its Members by posting a revised Fees Schedule on its Website located at <https://www.theworxatbridgeway.com/> (the “Website”). You agree to pay all Fees (as may be modified) in accordance with the payment terms set forth in the Fees Schedule. If you fail to pay any Fees when due, The Worx Coworking, in addition to its other rights under these Terms of Service, may assess a late fee in the amount of ten percent (10%) of the outstanding amount of such unpaid Fees for each ten (10) day period during which such unpaid amount remains outstanding. You shall also pay all undisputed fees, costs and expenses incurred by The Worx Coworking, including its reasonable attorney’s fees and costs, incurred in connection with its efforts to collect any unpaid Fees owed by you. **NO FEES SHALL BE REFUNDED OR PRORATED BY THE WORX COWORKING UNDER ANY CIRCUMSTANCES.**

The fees applicable to your Membership Level shall be payable on the 1st of each month in the amount listed in the Fees Schedule. Fees shall be made via the online payment via <https://www.theworxatbridgeway.com/>. The first full Fee under this Agreement shall be due immediately

upon sign up on The Worx Coworking's Website. Any No holidays, special events, or weekends will excuse your obligation to pay timely Fees as described by this Agreement.

Miscellaneous

You are not permitted to store items of personal property at The Worx Coworking unless you are a member with Designated Office permissions. We are not liable for any loss of or damage to items left at The Worx Coworking. If there are personal items left at The Worx Coworking, we may dispose of them. You waive any claims you may have against us regarding any personal items.

Space heaters are not to be used in any portion of the space, including but not limited to all dedicated and non dedicated workspace areas. At the time of move in, the expense associated with listing your company name in our directory and having it displayed on your door (Designated Office Membership Level only) are covered by The Worx Coworking. However, if you elect to move within the space, the cost associated with making adjustments to the directory and door display are done at the expense of the Member.

You acknowledge and agree that you may not have any expectation of network privacy when you are using the internet and telecommunications systems at our Coworking Space. The Worx Coworking may, in its sole discretion, monitor your activities to keep our networks and spaces safe.

Your Obligations and Prohibited Activities

You agree to comply with all of the following terms and conditions:

While on the Premises, you shall conduct yourself in a professional and responsible manner and shall not act in any way that may unreasonably disturb other Members. Examples of anti-social behavior that violates these Terms of Services include without limitation (a) harassing other members of The Worx Coworking; and/or (b) soliciting other Members with respect to business or personal matters.

At all times when you are in or around the building in which the Premises are located (the "Building"), you shall conduct yourself in a professional and responsible manner and shall not act in a way that may unreasonably disturb other occupants of the Building.

You shall not possess any illegal drugs or substances while in the Building or the Premises.

You shall only consume alcohol on the Premises during pre-organized events and in designated areas of the Premises. You shall not possess or consume any alcohol on the Premises if you are 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.

Smoking, including the use of e-cigarettes and any other form of vaporizers, is strictly prohibited within all areas of the Premises, including private offices, shared workspaces, meeting rooms, restrooms, and all common areas. This policy extends to the immediate vicinity outside of the building where The Worx Coworking is located, to ensure a smoke-free environment for all members and guests. Violation of this no-smoking policy may result in immediate termination of membership and/or additional cleaning and maintenance fees.

You shall not use the Premises or the Services for any illegal or unlawful purposes. You shall not commit any unlawful or illegal act while on the Premises or in the Building.

Members of The Worx Coworking shall extend due consideration and respect towards the adjacent residential areas, specifically the apartment lobby located next to the premises. It is understood and agreed by the Members that the apartment lobby is an area exclusively reserved for the residents of the building. In recognition of the reciprocal arrangement with the building's residents, who have been informed of the exclusivity of The Worx Coworking for its Members, Members are similarly obliged to respect the exclusive nature of the apartment lobby and are prohibited from using or congregating in that area. Members of The Worx Coworking are explicitly prohibited from accessing any areas within the building that are part of the exclusive apartment areas or otherwise outside of The Worx Coworking areas. This clause is instituted to maintain a harmonious relationship with our neighbors and ensure mutual respect for shared boundaries.

You shall not use any of the Services in any manner that (a) damages, disables, overburdens, impairs, or should reasonably be expected to damage, disable, overburden, or impair, any The Worx network, network infrastructure, any network(s) connected to any The Worx Coworking network or computers, and/or any equipment or property of The Worx Coworking; and/or (b) unreasonably interferes with any other Members' use and enjoyment of any Services.

You shall not gain, or attempt to gain, unauthorized access to the use of any Services (including any computer, telecommunication services or networks, or otherwise prohibited equipment or spaces) except in the manner and by the means expressly authorized by The Worx Coworking.

You shall not access, or attempt to access, any account, computer, computer systems, software or networks of The Worx Coworking or any other Member of The Worx Coworking through hacking, password mining or any other unlawful or unauthorized means.

You shall comply with all security procedures required or implemented by The Worx Coworking with respect to your use of the Premises and the Services. This includes locking the door and turning on any security system after hours prior to leaving the premise.

You shall not use any Services, or any networks or equipment of The Worx Coworking, for, or in connection with, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise), or to commit any act in violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN- SPAM).

You shall not use any Services, or any networks or equipment of The Worx Coworking, in any manner to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including but not limited to rights of privacy and publicity) of any other person or entity.

You shall not use any Services, or any networks or equipment of The Worx Coworking, to access, publish, post, upload, distribute or disseminate any inappropriate, offensive, profane, defamatory, obscene, indecent, violent, or unlawful materials or information.

You shall not use any Services, or any networks or equipment of The Worx Coworking, to upload, post, download, distribute, access, make available, or use any files, software or materials that are owned by third Parties or otherwise protected by intellectual property laws, including without limitation, copyrighted materials (including but not limited to music or video files) and materials protected by

trademark, patent or trade secret laws, unless you own or control the rights thereto or have received all necessary consent to take the actions undertaken by you with respect thereto.

You agree that all The Worx Coworking copyrights, trademarks, trade secrets, patents, and other intellectual property belong solely and exclusively to The Worx Coworking ("Company IP"). You agree that The Worx Coworking owns all rights, titles and interests in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from us.

You shall not use any Services, or any networks or equipment of The Worx Coworking, to upload, post, download, distribute, access, make available, or use any files, software or materials that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may erase or alter data, or otherwise damage or harm the operation of any other person or entity's networks, telecommunications equipment, computers, servers, other property or business interests.

You shall not use any Services, or any networks or equipment of The Worx Coworking, to harvest, disseminate or collect information about any other person (including without limitation any other Member), including email addresses, without the authorization or consent of such person.

You shall not use any Services, or any networks or equipment of The Worx Coworking, to create a false identity or otherwise for the purpose of deceiving or misleading others.

You shall not use any Services, or any networks or equipment of The Worx Coworking, in any manner that violates the proprietary, contractual, or intellectual property (including without limitation patent, copyright, trademark or trade secret) of The Worx Coworking or any other person or entity, or otherwise violates any other person or entity's rights of privacy or publicity.

You shall not use any Services, or any networks or equipment of The Worx Coworking, in any manner that violates any applicable laws or regulations.

You shall not rent, make available for public use, reproduce, duplicate, copy, trade, resell, or sublease any of the Services.

Registration/User Accounts

To join as a member of The Worx Coworking and use the Services, you must establish a user account by complying with the registration requirements posted on the Website, which may include the establishment of a separate user account. By registering with The Worx Coworking you confirm that you are at least eighteen (18) years old. You also agree that all information that you provide to The Worx Coworking in connection with your registration and/or user account is true and accurate. You shall be solely responsible for maintaining the secrecy of all information relating to your user account, including any log-in ID and password, and shall not provide such information to any other person. You shall be solely responsible for all activity conducted under or relating to your user account.

Your Representations and Warranties

You represent and warrant to The Worx Coworking as follows: (1) you are over the age of eighteen (18) years; (2) all information provided by you to The Worx Coworking prior to and following your registration as a Member is, and shall be, completely true and accurate; and (3) you shall strictly comply with these Terms of Services (as may be modified from time to time) in connection with your access and use of the Premises and the Services.

You agree to indemnify and hold harmless The Worx Coworking and its affiliates, officers, directors, managers, employees and agents, from and against any and all liability, damages, losses, charges, expenses, fines, and costs (including reasonable attorney's fees and costs, and the costs of enforcing this indemnity) suffered or incurred by The Worx Coworking (or any of the foregoing persons or entities) as a result of, arising out of, or relating to (1) any use of the Premises or the Services by you or any of your guests; (2) any breach by you of any of these Terms of Service; and (3) any third party claim that relates in any way to any of your acts or omissions, including without limitation, any act or omission committed while you are in the Building or the Premises and/or while using any of the Services.

Your Acknowledgements

You expressly acknowledge and agree as follows:

YOUR USE OF THE PREMISES AND THE SERVICES IS AT YOUR SOLE RISK.

You shall safeguard all keys or access codes to the Building or the Premises provided by The Worx Coworking and shall not duplicate any keys or provide such access codes to any other person or entity. You shall be responsible for all costs and expenses incurred by The Worx Coworking as a result of the theft, or loss of any keys or access codes to the Building or Premises provided to you.

You shall comply with all security requirements promulgated by The Worx Coworking from time to time.

The Worx Coworking shall have no obligation to police or monitor any use of the Premises or the Services by you or by any other Members or to screen or vet any Members prior to their access or use of the Premises or the Services. You are solely responsible for safeguarding your computer, data, and personal belongings.

You are 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.

The Services may not be available at all times for your use as a result of technical issues with, or scheduled maintenance or repair of, The Worx Coworking'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.

No parking at the Building is guaranteed by The Worx Coworking. You shall be solely responsible for arranging for parking in an appropriate designated parking space at your own expense. You shall not park

in spaces designated for guests or tenants of the Building unless expressly authorized in advance by The Worx Coworking.

You will be liable to The Worx Coworking for all damage to the Premises or any equipment, networks or property owned or used by The Worx Coworking that is caused by the acts or omissions of you or your guests, regardless of whether such damage is caused accidentally or intentionally.

If The Worx Coworking provides any food or beverages for your consumption, you shall be solely responsible for ensuring that your allergic, dietary, or other health conditions enable you to safely consume such food and beverages even if you have advised The Worx Coworking in advance of any such conditions.

Your guests are permitted to be on the Premises in accordance with The Worx Coworking policies. You are solely responsible for the fees for your guest's use of the Services in accordance with the Fees Schedule. You shall be solely responsible and liable for the acts and omissions of all of your guests and any other person whom you invite to the Premises or permit to use any of the Services.

Release

YOU, ON YOUR BEHALF AND ON BEHALF OF YOUR HEIRS, ESTATE AND PERSONAL REPRESENTATIVES, HEREBY FOREVER RELEASE THE WORX COWORKING, TOGETHER WITH ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LIABILITY, COSTS AND EXPENSES (COLLECTIVELY, "CLAIMS") SUFFERED OR INCURRED BY YOU AS A RESULT OF, OR RELATING IN ANY WAY, TO YOUR ACCESS OR USE OF THE PREMISES OR ANY OF THE SERVICES. THE FOREGOING RELEASE EXPRESSLY INCLUDES WITHOUT LIMITATION: (1) ALL CLAIMS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR PROPERTY LOSS SUFFERED BY YOU WHILE ON THE PREMISES OR WHILE USING THE SERVICES; (2) ALL CLAIMS RELATING TO BUSINESS LOSSES, INCLUDING WITHOUT LIMITATION CLAIMS RELATING TO LOST OR ALTERED DATA OR THEFT OF OR DAMAGE TO YOUR COMPUTER(S) OR EQUIPMENT; (3) ALL CLAIMS RELATING TO ANY OTHER PERSON'S USE OF THE PREMISES OR THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY OTHER MEMBER OF THE WORX COWORKING; AND (4) ALL CLAIMS RELATING TO ANY ACT OR OMISSION OF ANY PERSON EITHER ON OR OFF THE PREMISES, AND/OR WHILE USING THE SERVICES, INCLUDING WITHOUT LIMITATION ANY OTHER MEMBER OF THE WORX.

The Worx Coworking Disclaimers

YOUR ACCESS AND USE OF THE PREMISES AND THE SERVICES IS AT YOUR SOLE RISK.

THE WORX COWORKING MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU WITH RESPECT TO THE PREMISES AND THE SERVICES. THE PREMISES AND THE SERVICES ARE MADE AVAILABLE FOR YOUR USE "AS IS" AND "WITH ALL FAULTS." THE WORX COWORKING EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PREMISES, THE SERVICES, AND ANY NETWORK, COMPUTER, FURNITURE OR EQUIPMENT LOCATED ON THE PREMISES OR PROVIDED FOR YOUR USE IN CONNECTION WITH THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT

LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. THE WORX COWORKING DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET OR ACHIEVE ANY OF YOUR EXPECTATIONS OR NEEDS.

Limitation of Liability

IN NO EVENT WILL THE WORX COWORKING OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND WHATSOEVER ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, YOUR MEMBERSHIP IN THE WORX COWORKING, THESE TERMS OF SERVICE, YOUR ACCESS OR USE OF THE PREMISES OR THE SERVICES, AND/OR THE TERMINATION THEREOF. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR LOST PROFITS AND ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF THE WORX COWORKING WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING IN ANY WAY THE TERMS OF THE PRECEDING PARAGRAPH, IN NO EVENT SHALL THE WORX COWORKING OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS' LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO YOUR MEMBERSHIP IN THE WORX COWORKING, THESE TERMS OF SERVICE, AND/OR YOUR ACCESS OR USE OF THE PREMISES OR ANY OF THE SERVICES EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO THE WORX COWORKING DURING THE ONE-MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION WHICH GIVES RISE TO THE ALLEGED LIABILITY.

Severability

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such a condition, the remainder of this Agreement shall continue in full force.

Ownership Rights

Nothing in these Terms of Service shall grant, or be construed to grant, you any right, title or interest in or to any property, equipment, software, or intellectual property of The Worx Coworking. Your rights to The Worx Coworking's property, equipment and networks are strictly limited to the rights granted under these Terms of Service permitting you to access and use the Premises and the Services. The references herein to you being a "Member" of The Worx Coworking are for convenience only and do not, and are not intended, to convey or imply that you are an owner of The Worx Coworking or otherwise own any equity, securities, assets, or any other interest of The Worx Coworking.

Confidential Information

In connection with your use of the Services, you may have access to, or otherwise learn or come to know, commercially valuable information that is owned by, created by, developed by, or otherwise known to, The Worx Coworking or its affiliates that is proprietary and/or confidential to The Worx Coworking or its affiliates (“Confidential Information”). Confidential Information includes, without limitation, the following information and materials: (1) information and materials relating to existing and future services and products of The Worx Coworking and its affiliates; (2) information and materials relating to other Members of The Worx; (3) information and materials relating to the vendors, customers, distributors, suppliers, consultants, contractors, and business partners of The Worx Coworking and its affiliates; (4) information relating to pricing and pricing strategies; and (5) any other information that derives economic value, either directly or indirectly, from being confidential or proprietary to The Worx Coworking or its affiliates. If you have reasonable grounds to be uncertain whether The Worx Coworking deems any particular information or materials to be Confidential Information, you shall obtain clarification from The Worx Coworking prior to making any use or disclosure of such information.

You agree that, at all times, you shall hold all Confidential Information in strictest confidence and shall not disclose, use, or publish any Confidential Information, except as The Worx Coworking may expressly authorize in writing. You agree to safeguard all materials containing or incorporating any Confidential Information, whether written or otherwise, and agree not to copy, duplicate, display or distribute such materials without The Worx Coworking’s prior written consent. Upon any termination or expiration of your membership with The Worx Coworking, or at any time upon the request of The Worx Coworking, you shall deliver and return all documents and materials, together with all copies thereof (existing in any format or on any media), that contain, relate to, incorporate, or disclose any Confidential Information.

You acknowledge and agree that you will not knowingly attempt to access any Confidential Information or any confidential or private personal or business information relating to any other Member of The Worx who uses the Services.

Insurance

The Worx Coworking shall have no obligation to procure or maintain any insurance to cover any losses or damages that you may incur while on the Premises or while using the Services. You are strongly encouraged to consult with an independent insurance advisor and to obtain appropriate insurance coverage to protect your interests while on the Premises and while using the Services.

Termination of Your Membership

Your membership in The Worx Coworking commences upon completion of the registration requirements on our Website and upon payment of all applicable fees. Members have the option to terminate their membership through the membership cancellation available on the Website. Termination is facilitated through our Website, where you can log in to your account and follow the steps for membership cancellation. Upon cancellation of membership, The termination of your membership will become effective at the end of your current billing cycle, thereby preventing any further charges from being

incurred in the subsequent billing cycle. It is to be noted that termination of membership does not entitle members to a refund or proration of payments for any services already purchased or fees incurred prior to the effective date of termination.

The Worx Coworking reserves the right to terminate your membership at any time for “Cause,” which includes any breach or violation of the terms outlined in these Terms of Service. In the event of such termination, The Worx Coworking will provide notice to the member.

Upon any termination of membership, the member is required to remove all personal belongings from the premises promptly. All fees owed for services utilized up to the termination date must be settled. In instances where personal belongings are left on the premises following termination, The Worx Coworking reserves the right to manage these items, which may include disposal, sale, or donation if not claimed within ten (10) days from the termination date. The Worx Coworking bears no liability for these items post-termination.

The provisions regarding termination of membership by The Worx Coworking as described in these Terms of Service are not exclusive and are in addition to any other remedies available to The Worx Coworking under applicable law or these Terms of Service in the event of a breach or default by the member.

General Provisions

These Terms of Service shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. You shall not assign any of your rights or obligations under these Terms of Service or relating to your membership with The Worx Coworking. The Worx Coworking may freely assign your membership in The Worx Coworking to any other person or entity without your consent.

The Worx Coworking and you are independent Parties, and neither shall be deemed an employee, partner, or agent of the other for any purpose whatsoever. You expressly acknowledge and agree that these Terms of Service, and your membership in The Worx Coworking, do not create a joint venture, affiliate relationship, corporation, company, partnership or any other legal entity with The Worx Coworking or any of its affiliates, employees, representatives, officers, directors or agents, or any owner or lessor of the Premises, and neither party has the authority to bind the other to any third party.

All notices or other communications required or permitted to be given or delivered under these Terms of Service shall be in writing and shall be sufficiently given (a) to you if sent by The Worx Coworking to the e-mail address designated by you when registering with The Worx Coworking at the Website, or such alternative e-mail address as you shall designate by notice given to The Worx Coworking pursuant to this paragraph; and (b) to The Worx Coworking if sent by you to the following e-mail address: info@theworxatbridgeway.com or such alternative e-mail address as may be designated by The Worx Coworking by notice delivered pursuant to this paragraph. All notices sent by electronic mail to such e-mail addresses shall be deemed to be given two (2) days after the e-mail is transmitted. The Worx Coworking may also provide information and notices to its Members relating to membership in The Worx Coworking and these Terms of Services by posting such information and notices at the Website. You consent to receiving information and notice from The Worx Coworking by The Worx Coworking’s posting of information and notices at the Website.

These Terms of Service, including the Fees Schedule, comprise the entire agreement between the Parties with respect to the subject matter of these Terms of Service, and supersede all prior representations and agreements with respect to the subject matter hereof.

These Terms of Service shall be construed in accordance with, and governed by, the laws of the State of South Carolina, without regard to the conflict of law and choice of law rules of any jurisdiction. All claims, actions and proceedings arising out of, or relating to, your membership in The Worx Coworking, these Terms of Service, or your use of the Premises or the Services, shall be commenced and maintained solely in a state or federal court of competent subject matter jurisdiction located in Greenville, South Carolina. You irrevocably consent to the personal jurisdiction of such courts.

No waiver or failure by either party to exercise any option, right or privilege under the terms of these Terms of Service on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

If any provision of these Terms of Service, or the application thereof, is for any reason, and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms of Service shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of South Carolina. Parties shall share the cost of the Arbitrator and each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

The Worx Coworking shall not be responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of God, acts of terrorism, or other causes beyond its reasonable control.

The provisions of these Terms of Service which expressly, or by their nature, survive the termination of these Terms of Service shall so survive.

Refund Policy

Upon a Member's registration at the Website, such Member shall provide The Worx Coworking with his/her credit card details. The Worx Coworking or its representative shall store Member's credit card information and shall charge such credit card for the applicable Fees for the Member's use of the Services. Each Member authorizes The Worx Coworking to charge its credit card for all Fees, and, if requested by The Worx Coworking, shall provide The Worx Coworking with updated credit card information or such other information as The Worx Coworking may require processing any payment of Fees. If a Member's credit card is declined or payment is otherwise not authorized, returned or re-credited to such Member, The Worx Coworking may immediately terminate such Member's membership in The Worx Coworking unless alternative payment is made by such Member within two (2) days following notice from The Worx Coworking.

NO FEES OR ANY PORTION THEREOF SHALL BE REFUNDABLE EVEN IF A MEMBER DOES NOT USE THE SERVICES FOR WHICH SUCH FEES HAVE BEEN PAID. IF A MEMBER'S MEMBERSHIP IN THE WORX COWORKING IS TERMINATED FOR ANY REASON, SUCH MEMBER SHALL BE REQUIRED TO PAY ALL FEES FOR THE SERVICES PURCHASED OR USED BY SUCH MEMBER OR HIS OR HER GUEST PRIOR TO THE TERMINATION OF HIS/HER MEMBERSHIP.

If a Member fails to pay any Fees when due, The Worx Coworking, in addition to its other rights under the Terms of Service, may assess a late fee in the amount of ten percent (10%) of the outstanding amount of such unpaid Fees for each ten (10) day period during which such unpaid amount remains outstanding. Each Member shall also pay all undisputed fees, costs and expenses incurred by The Worx, including its reasonable attorney's fees and costs, incurred in connection with its efforts to collect any unpaid Fees owed by such Member.

Contacting The Worx Coworking

To contact us with any questions, please send an e-mail to info@theworxatbridgeway.com, and we will work to ensure your inquiry is passed on to and answered by the appropriate person in a timely manner. Please be aware that e-mail you send us is not necessarily secure against interception. If your communication pertains to sensitive information, then you should contact us in person or via regular mail or telephone. If you have any questions about these Terms of Service or the practices of The Worx Coworking, you can contact us at info@theworxatbridgeway.com or at 864-242-2100.

FEES SCHEDULE

This Fees Schedule is an integral part of The Worx Coworking Membership Terms of Service.

1. Membership Fees:
 - a. Designated Office: \$799.99 per month
 - b. Private Office: \$374.99 per month
 - c. Hot Desk: \$124.99 per month
 - d. Single Day Pass: \$39.99 per day
2. Meeting Room Booking:
 - a. Conference Room (up to 6 people; only available to existing members): \$20.00 per hour
3. Event Space
 - a. Full rental of The Worx space (up to 49 people; excludes already reserved Designated Office spaces; subject to time approval by The Worx Coworking): \$100 per hour
4. Printing and Copying Services:
 - a. B&W and color printing: \$4.99 per month
5. Mail Handling Services:
 - a. Basic Mail Service: \$64.99 per month
6. Late Payment Fee:
 - a. Late Fee: 10% of the outstanding balance for each 10-day period overdue
7. Miscellaneous Fees:
 - a. Key Replacement: \$30 per key
 - b. Directory Listing Change Fee (for moves within the space): \$100 + Time & Materials

All fees are subject to change with ten (10) days' notice as described in the Terms of Service.