

NeueHouse

Membership Terms & Conditions

The terms and conditions set forth here are the Membership Terms and Conditions (“Membership Terms and Conditions”) referenced in NeueHouse Member Agreement and House Rules (all of these together forming the “Agreement”). Unless otherwise specified, all capitalized terms used here have the meanings ascribed to such terms in the NeueHouse Member Agreement or House Rules, as applicable. NeueHouse may make changes to these Membership Terms and Conditions from time to time in its sole discretion, and will make every effort to send notice to you via email to the email address set forth on the cover page of your NeueHouse Member Agreement for that Member or by other means. Any such changes will become effective when such changes are sent to you or on such later date as may be specified by NeueHouse.

You acknowledge and agree to the following terms and conditions:

I. Membership Fees and Charges

1. The same Membership Fee will apply to each renewal term of the Membership.
2. If you fail to pay any Membership Fees or other charges on time, your privileges will be suspended until your account is brought current. If you repeatedly fail to pay or make payment late of any Membership Fees or other charges, NeueHouse may terminate your Membership immediately upon notice to you, and all Members on your account will also be terminated, notwithstanding any other provision herein. NeueHouse will have no obligation to refund any Membership Fees or other amounts, even if you don’t use your Membership or terminate it before the end of the then-current term. You agree to pay any sales, use, value-added and other taxes or governmental charges related to the Membership or any other products or services provided by NeueHouse, other than any income taxes of NeueHouse. You are responsible for removing your personal property prior to the termination of your Membership; following any termination, NeueHouse will have no obligation with respect to any property remaining on the NeueHouse premises.
3. When you return your NeueHouse Member card, NeueHouse will refund the reservation deposit (described in the Member Agreement) to you within forty-five (45) days of the termination date, subject to your complete satisfaction of your obligations set forth in the Agreement, including these Membership Terms and Conditions. NeueHouse has no duty to maintain the reservation deposit in an escrow or interest bearing account and such funds will be available for use by NeueHouse for the duration of your Membership. You acknowledge that you are not entitled to any interest on the reservation deposit. If you wish to change your Membership Level to one(s) carrying higher monthly fees, you agree to deposit with NeueHouse such additional funds (to be a part of the reservation deposit) in an amount necessary so that the reservation deposit shall at all times be equal to one month’s Membership Fee. You acknowledge that the purpose of the reservation deposit is to serve as an incentive to you to vacate the House when required hereunder and leave it in an acceptable condition (as required hereunder). To ensure that the full reservation deposit amount is on hand at all times during the Membership term, you agree to deliver to NeueHouse upon its request any amount necessary to restore the full amount of your reservation deposit following any draw that NeueHouse has previously made on your reservation deposit. In the event that you have previously paid a reservation fee requested by NeueHouse, that fee will be applied to your reservation deposit.

II. Termination of Membership by NeueHouse

NeueHouse may terminate your Membership at any time upon five (5) days' prior written notice (or immediately as specified in the Agreement) to Member, if in NeueHouse's sole discretion you commit a material breach of the Membership House Rules, or Membership Terms and Conditions. Sections I, II, VI, VII, VIII, X and XI shall survive any termination or expiration of the Membership Terms and Conditions. Additionally, you or NeueHouse may cancel the Membership at any time by providing 60 days' written notice.

III. House Access; Maintenance

1. NeueHouse will use its good faith efforts to provide you with the furnished space or workstations applicable to the Membership Level you've subscribed to. NeueHouse reserves the right to reduce or increase the location, size or configuration of this space from time to time; provided, however, that in the event this space is decreased, the associated Membership Fees shall be appropriately reduced. NeueHouse will attempt to notify you in advance should any such changes be necessary.
2. NeueHouse and its designees shall, at all times, have access to all areas of the House, including those being used by you, with or without notice to you, including, but not limited to, for purposes of maintenance, safety, security or emergency, and may temporarily or permanently move you to alternative space and/or workstations, and remove or replace parts and components of the House.
3. The House will be maintained by NeueHouse in good functional condition, provided, however, that NeueHouse shall not be responsible for damage exceeding normal wear and tear caused by your acts and omissions or the acts and omissions of your employees, agents, visitors or invitees.
4. House hours of operation may vary. NeueHouse has the right to amend House hours of operation at any time and will provide notice of such change via email to your email address set forth on the cover page of the NeueHouse Member Agreement.
5. You acknowledge and agree that in order to receive certain services (including, but not limited to, access to the network, shared printing, etc.), you must install in its equipment certain drivers and software to be provided by NeueHouse and/or its designee. Printing (black and white, and color), bandwidth and certain other resources made available to Members (collectively, "Resources") are included in the Membership Fees. NeueHouse reserves the right to monitor your usage of the Resources. If NeueHouse determines, in its sole discretion, that you are using more than a reasonable quantity of any Resource, then NeueHouse will notify you of such use. If you do not adequately reduce or remediate your excess usage of a particular Resource, the cost of this excess usage will be billed to your account, in addition to any other remedies NeueHouse may have. NeueHouse is not responsible to monitor any content that you download or upload via the House network and your use of such content shall be at your own risk. As a condition of use of such services, you, on behalf of yourself and on behalf of your employees, agents, and invitees, waive any claim or action against NeueHouse, its employees, members, affiliates, and any person acting on behalf of NeueHouse or its affiliates arising from or in conjunction with the installation and/or use of any software and/or drivers installed or made available to you by NeueHouse. You may not resell, lease, license or distribute any of the services, drivers or software provided to you to any third party without the prior written consent of NeueHouse.
6. NeueHouse provides onsite tech support. You acknowledge that the use of such tech support is done at your own risk.

IV. Use of the Premises

1. You are entitled to use the House solely as general office space in the conduct of your business and for no other use whatsoever. Office space use of a retail, medical, or other nature involving visits by

the public is not permitted.

2. Regular use of the House is limited to Members. If you have a Membership for a company with more than one person, each person is a Member of NeueHouse. If any person leaves or joins the company, you are responsible to update your records with the NeueHouse membership group whenever these changes occur so that NeueHouse may maintain up to date records on each Member.
3. Each Member who works in a dedicated office environment with a lockable door will be issued a key to access it. Additional or replacement keys are available at cost.
4. Each Member is issued a Membership card. Replacement cards are available at cost.
5. You agree not to bring additional furniture, appliances, furnishings or decorations into the House or install satellite or microwave antennas, dishes, cabling, technology or telecommunications lines in the House without the prior written consent of NeueHouse. Such consent may be withheld at NeueHouse's sole and absolute discretion.
6. Member acknowledges that carts, dollies, and other freight items may not be used in the passenger elevator except by appointment made with the General Manager of your NeueHouse, at their discretion.
7. You agree not to store any of your property or materials in common areas or hallways, other than in the assigned or rented storage cabinets that may be assigned to you.
8. NeueHouse may, at times, prohibit Members from accessing portions of the Library or Gallery for programming or private event purposes.

V. Conduct

1. Neither you nor your guests may use the House or any services offered to conduct or pursue any activities prohibited by law or for which you or your guests are not authorized (including the downloading of music, software, movies or any other activity that violates intellectual property laws). You will be strictly liable for the activities of your guests.
2. You agree not to conduct any activity that is generally regarded as offensive to other people, such as involvement in hate groups and/or their ideologies, activities involving pornographic or sexually explicit materials or obscenities, whether written, oral or in any form or medium known or to be created. No harassment, sexual or otherwise, will be permitted in the House. Any such harassment will be immediately reported to the General Manager of your NeueHouse location. If the General Manager or other NeueHouse personnel find in their sole discretion that a complaint is justified, the offending party's Membership may be immediately terminated in NeueHouse's sole and absolute discretion, without any refund of Membership Fees.
3. You agree not to conduct any activity that may be hazardous to other persons in the building.
4. You agree to refrain from any activities that may be disruptive, including, but not limited to, acts of disorderly nature or excessive noise. No speakerphones may be used outside enclosed phone booths or conference rooms.
5. You may not upload any files that contain or may contain viruses, "Trojan Horses," worms, time bombs, candlebots, corrupted files, or any other similar software, whether known or unknown, that may damage or disrupt the operation of any NeueHouse systems or equipment or that of any other member or third party.
6. No weapons of any kind are permitted in the House unless Member is a uniformed police officer and is on duty and has identified him or herself as such to the General Manager. Possession of weapons in the House is grounds for immediate termination of Membership.
7. Violation of applicable rules of conduct in this section may result in NeueHouse reporting such conduct to appropriate law-enforcement agencies.

VI. Indemnity

You agree to indemnify, defend and hold NeueHouse and its affiliates and its and their respective officers, directors, employees, consultants, contractors and agents (collectively, the “Indemnitees”) harmless from any and all actions, suits, proceedings, claims and demands brought or made by any third party (including, for the avoidance of doubt, any of: your respective officers, directors, employees, contractors, visitors, invitees and/or agents; any employees, contractors or agents of NeueHouse; and any of NeueHouse’s other members and their respective personnel) (“Third Party Claims”) and to pay any settlements, awards, costs and expenses (including reasonable attorneys’ fees and disbursements) in connection with such Third Party Claims (collectively, “Losses”), to the extent such Third Party Claim arises out of or relates to: (i) any breach of the Agreement (including the Member Agreement, the House Rules and these Membership Terms and Conditions) by Member, (ii) any violation of the Agreement by any of its staff, invitees or visitors or (iii) any other conduct, acts or omissions by Member or any of its staff, invitees or visitors in connection with the Membership or any of their respective use of the House, including, but not limited to, any violation of applicable laws or regulations, negligence or misconduct by Member or by any of its staff, invitees or visitors. For purposes of this section “you” includes the individual Member and any company for which such member works having a presence at NeueHouse.

VII. Liability

1. **Liability Exclusion.** NEUEHOUSE WILL NOT BE LIABLE TO YOU (NOR TO ANY OF YOUR STAFF, INVITEES OR VISITORS OR ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR ANY LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS OR LOSS OF GOODWILL OR REPUTATION, WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) ARISING FROM, RELATING TO OR IN CONNECTION WITH THE MEMBERSHIP, THE HOUSE, THE MEMBERSHIP AGREEMENT, HOUSE RULES OR THE TERMS AND CONDITIONS, REGARDLESS OF WHETHER NEUEHOUSE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
2. **Limitation of Damages.** NEUEHOUSE’S MAXIMUM LIABILITY ARISING FROM RELATING TO OR IN CONNECTION WITH THE MEMBERSHIP, THE HOUSE, THE MEMBERSHIP AGREEMENT, HOUSE RULES OR THE TERMS AND CONDITIONS, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED, IN THE AGGREGATE, THE MEMBERSHIP FEES PAID BY YOU TO NEUEHOUSE FOR THE MEMBERSHIP PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES.
3. **Exceptions.** To the extent any of the exclusions or limitations of liability set forth in this section are determined to be not enforceable under applicable law, such exclusions and limitations of liability shall be enforced to the fullest extent permitted under applicable law.

VIII. Insurance

You are required to have the following insurance policies. Such liability insurance required below shall

name NeueHouse, LLC and NeueHouse its subsidiaries as the certificate holder and the building Landlord as an additional insured.

1. Commercial General Liability insurance providing both bodily injury and property damage, with a \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Coverage must include:

- a. Premises/Operations Liability
- b. Personal and Advertising Injury Liability
- c. Blanket Contractual Liability
- d. Independent Contractors
- e. Blanket Waiver of Subrogation
- f. Primary coverage, not contributing with any coverage that you may carry if you have employees, Workers Compensation & Employers Liability
- g. \$1,000,000 each accident / \$1,000,000 each employee / \$1,000,000 policy limit
- h. Waiver of Subrogation in favor of NeueHouse LLC and NeueHouse its subsidiaries

IX. Legal

1. Member agrees to hold all Confidential Information (defined as information not generally known to the public) of NeueHouse and other Members in strict confidence and to take all reasonable precautions to protect Confidential Information. Member acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of these Terms and Conditions and cause substantial harm to the injured party for which damages would not be a fully adequate remedy. In the event of any such breach, NeueHouse shall have, in addition to other available remedies, the right to injunctive relief (without being required to post any bond or security). NeueHouse reserves the right at all times to disclose any information about you as NeueHouse deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials from its systems, in whole or in part, in NeueHouse's sole discretion.
2. You shall, during and after the Membership term, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding NeueHouse, or any of NeueHouse's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.
3. You must not use the name "NeueHouse" in any way in connection with your business without prior consent of NeueHouse.
4. You may not use pictures or illustrations of the House (including any images from the NeueHouse sites) in any advertising, publicity or other purpose without the prior written consent of NeueHouse. Further, you agree that no press release, advertising, sales literature or other publicity statements relating to the existence or substance of the Agreement or the relationship of the parties created by it, shall be made by you without the prior written approval of NeueHouse.
5. You are responsible for the actions of all persons that you, your agents, assigns or invitees allow or invite to enter the House. You, your agents, assigns, and invitees acknowledge that at no time shall you or they allow a party unknown to them to enter the House and that such action may result in the termination of the Membership.
6. You acknowledge that Membership cards (including, but not limited to, keys, key cards, key fobs and other such items used to gain physical access to the House) remain the property of NeueHouse. You shall make efforts to safeguard NeueHouse's property and shall be liable for replacement fees and any related damages should any such property be lost.

7. You shall not attempt to (or allow others to) gain unauthorized access to the servers located at or serving the House or any content of any other person.

X. Communications

1. You acknowledge that you must receive community emails as part of its obligations and duties as a Member. NeueHouse may provide notice of any changes to services, fees or other updates by email to the address provided by you and you agree that such notice transmitted is proper.
2. You agree to notify NeueHouse of any change to your contact information (telephone and e-mail).
3. If you contact any other Member who has not consented to such contact, including any spamming, your membership may immediately be terminated by NeueHouse.

XI. Representations and Warranties; Disclaimer

1. Mutual Representations and Warranties. NeueHouse and you each represent and warrant that it is duly authorized to perform its obligations hereunder.
2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1 ABOVE, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING FROM, RELATING TO OR IN CONNECTION WITH THE MEMBERSHIP, THE HOUSE, THE MEMBERSHIP AGREEMENT, HOUSE RULES OR TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY REPRESENTATIONS AND WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

XII. Miscellaneous

1. Except for the payment of any amounts due hereunder, nonperformance of either party shall be excused to the extent that performance is prevented or delayed by strike, fire, flood, epidemic, governmental acts, orders or restrictions, failure of suppliers, Internet or power outages, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
2. In the unlikely event that NeueHouse is no longer able to provide access to the areas and/or the services (or reasonable substitutes thereto) at the House, then your right to use the House and any services will end and you will only have to pay Membership Fees and any charges associated with your account up to the date such use ends. NeueHouse will not otherwise be liable to you for any reason.
3. Neither party will assign or otherwise transfer any of its rights or obligations under the Agreement without the prior, written consent of the other party. Notwithstanding the foregoing, NeueHouse may, without the consent of the other party, assign or otherwise transfer the Membership Terms and Conditions: (i) to any of its affiliates or (ii) in connection with a merger, consolidation, sale of equity interests, sale of all or substantially all assets or other change of control transaction. Any assignment or other transfer not in accordance with this section will be null and void. The Membership Terms and Conditions are binding upon and will inure to the benefit of each party and their respective permitted successors or assigns.
4. The relationship of the parties under the Membership Terms and Conditions: (i) is one of

independent contractors, and neither party has the authority to bind the other party in anyway and (ii) is non-exclusive and nothing herein shall be deemed to restrict or limit a party's ability to engage in similar relationships, agreements or arrangements with any other party. The Agreement, which is comprised of the Member Agreement, House Rules and these Membership Terms and Conditions (together with the documents referenced herein) set forth the entire agreement of the parties as to its subject matter and supersede all prior agreements, negotiations, representations, and promises between them with respect to its subject matter. A waiver of rights under the Agreement will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. The Agreement, and any and all disputes directly or indirectly arising out of or relating to the Membership Terms and Conditions, shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law rules thereof.

5. In the unlikely event that you and NeueHouse have a dispute related to our relationship, you and NeueHouse agree it will be resolved by binding arbitration under the rules and supervision of the American Arbitration Association, in New York City, except where the law specifically forbids the use of arbitration as a final and binding remedy. This agreement to arbitrate waives the parties' rights to litigate their disputes in court or receive a jury trial.
6. You agree not to contact any landlord of the NeueHouse directly. You agree that any such communications will be made through NeueHouse.
7. In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.
8. For avoidance of doubt, the Agreement terms are subordinate to NeueHouse's leases with NeueHouse's landlords and to any other agreements to which NeueHouse's leases with NeueHouse's landlords are subordinate.