

Membership Terms and Conditions

Impact Hub Honolulu, LLC (“Impact Hub Honolulu”) was created by its co-founders (“co-founders”) to foster and support a coworking community at 1050 Queen St., Suite 100 by providing its members with space, tables, phone rooms, chairs, trash cans, Internet connectivity, a collaborative community, and other resources and stuff (such as services, the “Impact Hub Stuff”). By joining Impact Hub Honolulu, our members agree to certain rules for our community (“Membership Terms and Conditions”).

The goal of a community such as Impact Hub Honolulu is to help each of us do well and do good so we should be considerate of each other, play well together, follow the Membership Terms and Conditions. Each member of Impact Hub Honolulu is subject to an interview to evaluate fit within the community prior to approval. If one of us doesn’t follow the Membership Terms and Conditions, it affects all of us at Impact Hub Honolulu, and as a condition to membership, we each agree to abide by this Agreement (“Agreement”).

Terms & Conditions:

This Membership Agreement (this “Agreement”), dated as of the date you start a plan at Impact Hub Honolulu, is between Impact Hub Honolulu, LLC (“Impact Hub Honolulu”) and you, the undersigned member (“Member”). Impact Hub Honolulu and Member desire to enter into this Agreement relating to Impact Hub Honolulu’s Services (as defined below) on the terms and conditions set forth herein. In consideration for the mutual promises and covenants contained herein, the parties agree as follows:

1. Conduct

Behave well and treat others the way you would want to be treated. Keep in mind that people who are annoyed or offended may not tell you so directly, but instead engage less with Impact Hub Honolulu, which hurts everybody.

At the co-founders’ discretion, or upon notice from other members, disruptive or abusive language or behavior will result in a warning and a mark against your membership (a “strike”). On the third strike, your membership will be revoked. Your membership may be revoked prior to the third strike upon the sole discretion of the co-founders.

These are the general rules we ask you to abide by:

- a. Indoor voice. We are all trying to get work done, so try to be mindful and respectful of others’ attention and time. Generally, if someone has their headphones on, please respect their privacy. Impact Hub Honolulu is not a library, and collaboration is encouraged, but this is a workplace, first and foremost.
- b. Phone calls. If you have a phone call and it will last just a minute or two, feel free to take it in the common areas. If you are going to be on the phone for more than that, please use the phone rooms or meeting spaces. Feel free to take calls in your office as much as you would like. Some exceptions can be made, such as for those working in support jobs, where an occasional and not very talkative phone call of 5-10 minutes is necessary. We ask, however, that you keep your voice quiet, and, if you know that a call will persist for more than 5 minutes or be especially talkative, you take the call into a phone room. Lastly, please remember to keep your phone on silent while in the space to not disturb people around you. Speaker phone may not be used on the common areas.
- c. Meeting rooms: members must book meeting rooms 24/7. Do not use or enter meeting rooms without securing bookings first through the member app. Cancellation notice of 24 hours is required

for all board room and workshop room bookings. Small meeting room and phone room may be cancelled without penalty. Failure to cancel within 24 hours of the scheduled meeting results in full charge of the space.

- d. Harassment. We have zero tolerance for harassing our members or guests of Impact Hub Honolulu. Members or guests violating the Anti-Harassment Policy will be sanctioned or expelled from the space or the event at the discretion of the co-founders.
- e. Guests. Feel free to invite friends or guests for lunch, a quick meeting, or just to say hello. However, if your guest is going to be here for more than 2 hours we would ask that they pay for a daily pass or book meeting space. Guests are required to adhere to the Rules of Impact Hub Honolulu.
 - i. Policy: Members may have guests meet for up to 2 hours/day per guest/week in the space. Guests must sign-in at the host desk, and are welcome in a 3 to 1 guest to member ratio. Ratios and time limits do not apply to meeting room bookings. You can purchase daypasses in app to extend past 2 hours in the open space.
- f. Common Area Desk use. Please do not leave property in common areas, on the desks, or around the desks when you will not be working there that day. Take home what you bring in, or arrange with the co-founders for storage in an out-of-the-way area. Every evening and/or morning the desks will be cleared of items, which will be deposited in an area for collection. Impact Hub Honolulu is not responsible for lost or stolen items.
- g. Refrigerator. The refrigerator is primarily for storing that day's food, beverages, and some occasional leftovers from events. As a general policy, food that is older than one week and taking up space will be thrown out. Containers or food left in the refrigerator may be thrown out at any time at the discretion of the co-founders. Labeling your food will help us at least give you a heads up.
- h. Alcohol policy. We do not tolerate intoxication at the space. Be mindful and courteous.
- i. Overnight use. We understand that our members may need to pull a late night of work every now and again. However, under no circumstances is sleeping at the space overnight allowed.
- j. Heat & air conditioning. We set the heat and air conditioning on a schedule that makes sense for most people. Please do not raise or lower the temperature. If the heat or air conditioning do not seem to be working, please notify an Impact Hub Honolulu team member. The building AC chiller is on M-F 7:00am-7:00pm and Saturday 8:00am-3:00pm. Air conditioning is only available during these times unless otherwise arranged.
- k. The in-building parking garage is available M-F 6:00am-8:30pm. Outside of those hours, the entrance and exit doors are closed and no access is available. A limited number of monthly parking passes are available that allow 24/7 access to the garage with an access card.
- l. Locks. The doors are automatically locked after business hours. We have large windows that look in on our members' gear and our supplies. Do not do anything to allow the doors to be unlocked for any notable length of time, including propping open the door with the deadbolt out. If you believe the doors are not locked when you leave the space, it is your duty to notify an Impact Hub Honolulu team member of the situation. **If you are here outside of normal business hours, do not open doors for anyone. All members with access are able to pass freely through on their own.**

2. Services

Subject to availability, Impact Hub Honolulu may provide you with access to office space, workstations, Internet access, office equipment, conference space, mail service, knowledge resources, and other services as Impact Hub Honolulu may provide from time to time (collectively, "Services"). Impact Hub Honolulu reserves the right to restrict use of equipment or office supplies in its sole discretion.

a. Unlimited Membership

- Pending Impact Hub staff discretion, new unlimited members will have the following access: 7 days a week, 9am-5pm.

b. Mail Services

- Members may request mail service as an add-on to their existing plan for \$30/month or sign up for the Virtual Office Plan for \$65/month.
- Members with mail service or the Virtual Office Plan may list our business address as their own business address and are able to display their license in our facility.
- Mail service and virtual office allows you to receive mail and/or packages for up to 5 names or businesses. It is an additional \$30/month for each additional set of 5 names.
- Members will be notified via the Impact Hub Honolulu App for any mail or package deliveries.
- Additional mail services may be requested such as:
 - Opening and scanning mail: \$15/piece (by written request)
 - Envelope scanning: \$30/month
 - Forwarding: \$15/piece plus postage (weekly or by request)

3. No Unlawful or Prohibited Use

You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Impact Hub Honolulu's server, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Impact Hub Honolulu server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this Terms & Conditions and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. Use of Services

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

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a

limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

- Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party
- Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations; or
- Create false identities for the purpose of misleading others.

5. Term and Termination

- a. The Terms & Conditions must be adhered to at all times. Failure to follow Terms & Conditions can result in non renewal or even early termination of the usage license. Impact Hub Honolulu reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the Terms & Conditions. This includes non-payment or violation of the space rules.
- b. The term of this Agreement shall commence as of the date your application has been approved and shall renew automatically for each subsequent month for which Member enrolls (the "Term" shall include renewal periods) unless cancelled or terminated as provided herein.
- c. If you fail, or if we suspect that you have failed, to comply with any of the provisions of these Terms, or at any other time when we in our reasonable discretion see fit to do so, we 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, we 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.
- d. You can cancel your account at any time. In order to process a Member's cancellation request before his/her next billing cycle, we need to receive written notification at least seven calendar days before the upcoming billing date. If it is after this window, we will apply the cancellation to your next month's billing cycle. Membership cancellation includes deactivation of Member's online profile, removal from online communities and communications, mailbox and locker removal, and discontinuance of member access to the workspace. Upon cancellation, Member shall return to Impact Hub Honolulu all property belonging to Impact Hub Honolulu, including any keys and/or access cards and Member shall remove all of Member's property. Members with mailboxes shall create a forwarding service for all mail that use Impact Hub Honolulu's mailing address upon cancellation. Following the Term, Impact Hub Honolulu may dispose of any property remaining in the workspace as it sees fit and reserves the right to seek reimbursement for any expenses or costs it incurs in removing such property.
- e. Office members and dedicated desk members who decide to cancel their memberships need to give the Impact Hub Honolulu a minimum of 30 day notice in writing. Impact Hub Honolulu is not

responsible for any lost or stolen property in or around the offices. Office members and dedicated desk holders leave belongings at Impact Hub Honolulu at their sole discretion.

6. Payments

- a. **Monthly Payment.** All membership payments are due on the first day of membership and then on a monthly basis in advance after that. Invoices will be charged on the first of the month via a recurring credit card payment. When Member pays via credit card, then Member hereby authorizes Impact Hub Honolulu to charge such credit card on a recurring monthly basis. Conference room rentals, Mailboxes, Lockers, event rentals and other incidental charges may be billed upon or following use using the credit card you have provided Impact Hub Honolulu, unless prior notice is given to Impact Hub Honolulu management.
- b. **Missed Payments.** Impact Hub Honolulu reserves the right to discontinue the Services if payment is late. If the late payment is not paid within seven calendar days after notification email is sent by Impact Hub Honolulu, Impact Hub Honolulu reserves the right to charge a penalty of 10% of the owed amount and/or terminate Member's membership. After Impact Hub Honolulu has terminated membership, any application to re-apply due to a missed payment(s) is subject to a \$50.00 re-admission fee and review by Impact Hub Honolulu management.
- c. **Refunds and Credits.** Impact Hub Honolulu will not grant refunds for unused membership hours. If a member decides to upgrade to a new membership, he/she may do so at any time and the additional amount owed for the new membership will be paid for with the credit card on file. If a member decides to downgrade in the middle of the billing cycle to a new membership, he/she will not be refunded the difference. The new membership will begin at the new billing cycle.

7. Guest/Intern and child Policy

For any guest or interns who will be working with you for more than 2 hours per day, you have the following options:

- a. Purchase additional membership for them
- b. Buy a guest pass
- c. Book conference room space for them to use when working at Impact Hub Honolulu
- d. Please send an email to the co-founders prior to their arrival with their name, email, and which of the above you will be selecting for their visit. We will provide a light orientation, and they are free to participate in member programming and events on that day and subsequent days while your guest at Impact Hub Honolulu.
- e. **Child policy (applies to children under 16, children over 16 are treated as guests and the above policy applies):** In order to maintain a professional environment free from distraction, disturbance, and disruption, children are permitted in the space on an infrequent basis and must be under constant adult supervision at all times. Parent or guardian must be present with the child at all times and in close proximity. This policy also applies to guests of members with children.

8. Consent for Photography/Video/Media Release; Promotional Use

Member hereby grants permission to Impact Hub Honolulu, its employees, interns, or representatives to take and use photographs/digital images, videotape, recorded audio or quoted remarks of Member for use by Impact Hub Honolulu in promotional or educational material (e.g., Twitter, Facebook, etc.). Member further agrees that his/her name and identity may be revealed in descriptive text or commentary in connection with the materials. Member authorizes the use of these materials, in perpetuity, without compensation. All prints, digital reproductions, video, and audio recordings shall be the property of Impact Hub Honolulu.

9. Use of Member Information

Impact Hub Honolulu maintains the Impact Hub Honolulu Website and Impact HubNet and has sole and absolute discretion to edit, post, refuse to post or to remove any information or materials from the Impact Hub Honolulu Website and/or Impact Hubnet. Member may select what information about the Member is available on such platforms, including determining its level of privacy for listing on the Impact Hub Honolulu public websites. Impact Hub Honolulu may also disclose any information it deems necessary, in its sole discretion, to satisfy any applicable law, regulation, legal process or governmental request.

10. Confidentiality

- a. Confidential Information. Member acknowledges and agrees that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Impact Hub Honolulu or any participant or user of the Services or any employee, affiliate, or agent thereof that is non public, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Impact Hub Honolulu, any analyses, compilations, studies or other documents prepared by Impact Hub Honolulu or otherwise derived in any manner from the Confidential Information and any information that Member is obligated to keep confidential or know or has reason to know should be treated as confidential. All Confidential Information remains the sole and exclusive property of Impact Hub Honolulu or the respective disclosing party. Member further acknowledges and agrees that nothing in this Agreement or Member's participation or use of the Services will be construed as granting any rights to Member, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Impact Hub Honolulu or any participant or user of the Services.
- b. Non-Disclosure of Confidential Information. Member agrees to: (i) maintain all Confidential Information in strict confidence; (ii) not disclose Confidential Information to any third parties; and (iii) not use the Confidential Information in any way that is directly or indirectly detrimental to Impact Hub Honolulu or any participant or user of the Services.

11. Offices: Office members who decide to cancel their memberships need to give the Impact Hub Honolulu a minimum of a 30 day notice using the Member cancellation form. Impact Hub Honolulu is not responsible for any lost or stolen property in or around the offices. Office members leave belongings at Impact Hub Honolulu at their sole discretion.

- a. Office members may not puncture walls and must hang all materials with fishline and hooks coming from the top frame of the office. Any adhesive material used must be removable and removed upon vacating the office.
- b. Signage: Signage must fit into the letter-sized placard on the front of the office. All other signage will be removed by Impact Hub HNL staff. Office members may not cover office fronts with additional signage inside or outside the office walls.
- c. Deposit: Office holders will pay a \$200 security deposit on offices for damage and repairs. Dedicated desk holders will pay a \$100 security deposit. Deposits will be returned upon completion of the office walk-through checklist at the discretion of the Impact Hub staff.

12. Pet and Service Animal Policy

- a. To ensure the safety and care of all Impact Hub Honolulu community members, office members and neighboring businesses, the following policy has been established. The right for a member, faculty or staff member to study or work in a place free of animal threat, noise, hair, and dander is the governing principle. No pets are allowed in Impact Hub HNL. Service animals are excluded per ADA and Hawaii State Law.
- b. The Americans with Disabilities Act defines a service animal as "any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability." Hawaii law has a similar, but more specific definition. It relates only to dogs which assist people with disabilities. Hawaii law does not include reference to service "animals."
- c. Service animals must be registered in accordance with the owner's local regulations. Service animal owner must have current shot/vaccination documentation before service animal is allowed on site.
- d. Service animal owners are personally responsible for any injuries caused to individuals or any damage caused to the building. The service animal owner is financially responsible for any damage to the Impact Hub Honolulu or individuals caused by the service animal.
- e. Service animal owners are expected to clean up after their service animals and not cause any additional work for custodial or maintenance personnel. Maintenance, security and custodial services will not enter any office where there is a service animal present.
- f. Service animal owner is responsible for cleaning up any waste left by his/her service animal, both inside and outside the building and near the building premises. A service animal owner bringing his/her service animal on site should always consider safety, health and the possible fear others may have in the presence of animals.
- g. Impact Hub Honolulu reserves the right to ban any pet(s) from its facility at anytime. All federal and state laws apply for service animals and emotional support animals.

13. Privacy Policy

- a. Impact Hub Honolulu members gain access to Impact Hubnet, our global online member social network. We encourage you to share your services and projects via posts on Impact HubNet and through our app.
- b. Network devices are on a shared network and anything on the network may be visible to other users.
- c. Unless a clear, direct relationship is established with another member, members are prohibited from using the member directory or any other means to send solicitation emails to other members. These emails or any other communication in that fashion will be construed as spam and will be addressed immediately.
- d. Please email info@impacthubhnl.com if you have any questions.

14. Representations and Warranties

Member hereby represents and warrants that Member: (i) has all requisite legal power, authority and capacity to enter into and abide by the terms and conditions of this Agreement and that no further authorization or approval is necessary; (ii) that Member's participation or use of the Services will not conflict with, violate or result in any breach of any license, contract, agreement or other obligation or otherwise violate any rights of any third party; and (iii) Member's activities and use of the Services shall comply with all applicable laws, rules and regulations, including the Membership Terms and Conditions, as amended from time to time.

15. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IMPACT HUB HONOLULU PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON- INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF THE SERVICES, REMAINS WITH MEMBER. MEMBER ACKNOWLEDGES THAT IMPACT HUB HONOLULU SHALL HAVE NO LIABILITY WITH RESPECT TO YOUR INABILITY TO ACCESS, PARTICIPATE IN, AND/OR USE OF THE SERVICES, OR ANY LOSS OF INFORMATION RESULTING THEREFROM.

16. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMPACT HUB HONOLULU OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE OF THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF IMPACT HUB HONOLULU, AND EVEN IF IMPACT HUB HONOLULU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIMITATION OF LIABILITIES NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF IMPACT HUB HONOLULU OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE . THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

17. Non-Disparagement

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Impact Hub Honolulu, or any

of Impact Hub Honolulu officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

18. Indemnification

Member releases, and hereby agrees to indemnify, defend and save harmless Impact Hub Honolulu and Impact Hub Honolulu's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, property, costs, expenses (including attorneys' fees), judgments, fines and penalties based upon or arising out of Member's unlawful conduct, breach of this Agreement, negligent actions, errors and omissions, willful misconduct and fraud arising out of Member's participation in or use of the Services. Member further releases, and hereby agrees to indemnify, defend and save harmless Impact Hub Honolulu and Impact Hub Honolulu's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, property, damages, costs, expenses (including attorneys' fees), judgments, fines and penalties based upon or arising out of Member's guest's conduct or negligence in connection with the guest's use of the Services as Member's guest.

19. Severability

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

20. Miscellaneous

- a. No Agency Relationship. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties.
- b. Assignment. Member may not assign, delegate or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Impact Hub Honolulu.
- c. Governing Law/Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Hawaii, United States of America. Any action brought relating to the interpretation or enforcement of this Agreement shall be brought in the appropriate venue located in Honolulu, Hawaii.
- d. Arbitration. The parties to this Agreement agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement or the relationship or duties contemplated under this Agreement, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.
- e. Entire Agreement. This Agreement sets forth the entire agreement and understanding between Impact Hub Honolulu and Member relating to the subject matter herein and supersedes all prior discussions or representations between the parties, whether written or oral. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document. No modification of or amendment to this

Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by an authorized representative of Impact Hub Honolulu.

The undersigned hereby acknowledges that they have read, understood and agree to be bound by all of the terms and conditions contained in this Agreement.

Thank You

NAME

SIGNATURE

DATE
