

VO HOUSE RULES | United States

June 2019

These are Our House Rules which may change from time to time and which apply between Us and You (defined in the House Rules as "You") in relation to a Business Center.

Use of the Business Center

1. Hours of Operation: Access to the designated Center is available during normal hours of operation (8:30 a.m. to 5:00 p.m.) unless otherwise arranged with the Center Manager of the designated Center. We shall provide for use of conference rooms and private offices subject to availability and upon reservation only. We shall also provide business and administrative support services on demand (to the extent available). Use of these services may be subject to additional fees.
2. Inclusive Visits: Virtual Office and Virtual Office Plus products are not cumulative, nor can they be transferred in any way, and cannot be carried over to future months or used for conference rooms. Private office assignment is at Our sole discretion and all usage is subject to Our House Rules. (e.g. Virtual Office 2-day office usage per month and Virtual Office Plus 5-day office usage per month).
3. Our Property: You must take good care of all parts of the Business Center, its equipment, fittings and furnishings You use. You must not alter any part of it.
4. Entrances and Exits: You will not leave open any corridor doors, exit doors or door connecting corridors during or after business hours. All corridors, halls, elevators and stairways shall not be obstructed by You or used for any purpose other than entering and exiting. You can only use public areas with Our consent and those areas must be kept neat and attractive at all times.
5. Name and Address: At Your request and cost We will be happy to include Your name in the house directory at the Business Center, where this facility is available. You must not use Our name, or the specific brand name of the Center they are using in any way in connection with their business. You may not use the Business Center as your registered address for service-of-process.
6. Phone Number: You agree the phone number(s) assigned to You are for Your use during the term of Your agreement. The phone numbers remain Our property and You have no contractual or vested interests in the present telephone service or telephone numbers provided by Us. If You choose to have the phone number listed in the local 411 or directory assistance, You authorise Us to procure and arrange the listing for You and You agree to pay any fees for such listing. You agree not to list the phone number in any "white or yellow" pages.
 - You cannot port phone numbers into or out of Our phone system. To use Your existing phone number with Our phone service, You agree to forward Your phone number to a phone number owned and assigned by Us.
7. Employees and Guests: Your employees and guests shall conduct themselves in a business-like manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or disturb other customers. You will abide by Our directives regarding security, keys, parking and other such matters common to all occupants.
8. Common Areas: You may not conduct business in the hallways, reception area or any other area except in its designated office without Our prior written consent.
9. Shared Space: You shall not use the co-working shared space for meetings or free guests. Day offices or meeting rooms should be used to accommodate these needs. You will not use or occupy more space than what is included in Your agreement. A single co-working agreement includes space for one desk, one chair, and one pedestal; no additional furniture or other items are allowed to be brought into the center.

10. Animals: You shall bring no animals into the Building other than service animals covered under the Americans with Disabilities Act (ADA). Service animals are defined as animals who have been trained to perform a specific job or task. Emotional support animals are not covered under ADA and are not allowed in the center. If a service animal becomes disruptive and You do not take effective action to control it, We may request the animal to be removed from the premises.
11. Soliciting: You may only solicit other customers for business or any other purpose through center approved channels (e.g. through notice-boards and networking events held at the center).
12. Your Property: All property belonging to You or any of Your employees, agents or invitees, including Your physical person, shall be at the risk of such person only and We shall not be liable for damages thereto or for theft or misappropriation thereof.
13. Smoking: Smoking is prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Business Center (including closed offices).
14. Harassment: You and Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behaviour to Our team members, other customers or invitees, verbal or physical in the Business Center for any reason. Any breach of this rule is a material breach of Your agreement (not capable of remedy) and Your agreement may be terminated immediately, and services will be suspended without further notice.
15. Health and Safety: In order to ensure all Centre users have a safe and secure working environment, You, Your employees and visitors must comply with all health and safety requirement set out by We, by law and as are otherwise applicable to the Centre. Therefore, in the event you expect to have multiple/numerous visitors, depending on the specific circumstances, we may require You take an additional office or meeting room space at current rates to accommodate those visitors, or those visitors may be refused access to the center. Please discuss any high-volume visitor requirements You may have Your center team in advance.

Services and Obligations

16. Pay-As-You-Use-Services: All of the pay-as-You-use services are subject to the availability of the Business Center staff at the time of any service request. We will endeavour to deal with a service request at the earliest opportunity and provide the additional service You require but will not be held responsible for any delay.
 - If in Our opinion, We decide a request for any pay-as-You-use service is excessive, We reserve the right to charge an additional fee at Our usual published rates based on the time taken to complete the service. This will be discussed and agreed between Us and You at the time You make such request.
17. Mail Acceptance Policy: We will not accept any items exceeding 4.5 kg (10 lbs.) in weight, 46 cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains any dangerous, live or perishable goods and shall be entitled in its absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior agreement. We do not guarantee or assume responsibility for any of the services hereunder.
 - To prevent Our facility or address from being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations, We will not forward mail received on Your behalf outside of the US or Canada. We reserve the right to immediately suspend services and/or terminate the agreement if We determine Our facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations.
 - We may charge an administrative fee if We feel there is an excessive volume of mail received and processed by Our team on Your behalf.
18. Liability: We hold no liability over loss or damage of delivered goods.
19. Office Services: We will be happy to discuss special arrangements for the use of the facilities outside Our normal opening hours. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.

20. Membership: Your complimentary Membership can be used in any of Our locations outside of Your home center where Your office/virtual office is located. Use of Membership services will be governed by the terms and conditions which are conveniently located on Our website.
21. Guest Policy: A Virtual Office Plus You may be accompanied by visitors/guests during their days of free office usage. The number of guests cannot exceed the number of workstations in the day office. There is no charge for day office guests, who may access and use Internet services free of charge. They also have free access to a telephone, but all calls will be charged. If We feel the amount of guest(s) are being abused or exceeds the capacity of the office, You may be asked to book a Meeting Room at the Office You preferred rate.
22. Community Meeting Room [in Regus/HQ branded centers only]: Your use of the Community meeting room is subject to availability. It can only be booked online, through Your account, on the day of use, on a first come, first served basis. The Community meeting room must be returned to the state in which it was originally found following the meeting. Cancellation of usage is at Our discretion if Your use is deemed to be excessive. *This clause applies to Standard Virtual Office and Virtual Office Plus customers.*

Our Services Agreement

23. Data Protection: We request You provide, as and when We request, documentation and personnel information as We may reasonably require to enable the provision of the services. Such personal data will be used by Us in accordance with the law.

You agree We may process, disclose or transfer (including outside the EEA-European Economic Area to other countries which are part of Our international network from time to time) any personal data which We hold on or in relation to You provided in doing so We take such steps as We consider reasonable to ensure it is used only

- To fulfill Our obligations under Your agreement;
- For work assessment and fraud prevention; or
- To make available information about new or beneficial products and services offered by Us and other organizations which We consider may be of interest to You.

Please be aware countries outside the EEA - European Economic Area - may not have laws in force to protect Your personal data. To the extent We (i) processes personal data of the Client, and (ii) the General Data Protection Regulations ("GDPR") apply to such processing, then Article 28 of the GDPR shall be deemed to be incorporated into the Agreement, and We shall charge a reasonable fee in the event You make a request in relation to the same.

24. Cross default: You agree a default by You under this agreement is a default by You under all other agreements between Us and You ("Other Agreements") and a default under Other Agreements by You are a default under this agreement by You. You agree the retainer held by Us under this agreement secures the obligations of You under Other Agreements and is available for use by Us to satisfy unfulfilled obligations of yours under those Other Agreements.
25. Online Account/App: All Day Office and Meeting Room bookings, copies of Your agreement, correspondence and downloadable statements of account are contained in Your online account or on the app. These are accessible at Your convenience to actively manage Your account. All requests for agreement changes, terminations, and retainer/deposit return requests must be made through Your online account or through the app for security and data protection purposes. You can log into Your online account simply by going to the website and clicking 'Log in' at the top of the screen. The app is also available in both the Apple and Android stores.
26. Company name change: If there is a need to change the name of Your company, requests must be made through Your online account. Please note you can request to receive up to one previous invoice regenerated

with your new company name. This invoice can only be generated for the last invoice period before the date the change was made.

27. Subordination: This agreement is subordinate to Our lease with Our landlord and to any other agreements to which Our lease with the landlord is subordinate.
28. Termination: We reserve the right to immediately suspend services and/or terminate the agreement if we determine that our facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations. We have the right to terminate the Agreement immediately if You are or become (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control ("OFAC") or on any similar list (collectively, the "List"), or (ii) a person, entity, or government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.
29. Online Account/App: All Day Office and Meeting Room bookings, copies of Your agreement, correspondence and a downloadable statement of account are available via Your online account or on the app. These are accessible at Your convenience to actively manage Your account. All administration of Your agreement can be managed online through Our website or mobile app. You can log into Your online account simply by going to the website and clicking 'Log in' at the top of the screen. The app is also available in both the Apple and Android stores.

Fees

30. Standard services: The standard fee and any fixed, recurring services requested by You are billed in advance. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied on a daily basis. All services will renew automatically at the prevailing market rate. If a recurring service needs to be cancelled, You simply need to request this to the center team. However, please note any service already invoiced will remain payable (no credit will be raised).
31. Pay-as-You-use and additional variable services: Fees for pay-as-You-use services, plus applicable taxes, in accordance with Our published rates which may change from time to time, are billed in arrears. For Your convenience, the Service Price Guide, which may change from time to time, lists many commonly requested services and Your costs. If You require a service not shown in the Service Price Guide, such as postage, shipping labels, courier or overnight delivery services, please ask a center team member for the cost as it may include a convenience and administrative fee. Additional services are subject to the availability of Our center staff to accommodate such requests at the time each such request is made.
32. Call Charges: Charges will not be applied for call transfers to Your voicemail but will be applied when transferring a call to a nominated number. Call charges are based on local telecom rates and vary dependent on destination to local, national and international numbers.
33. Mainline Answering: The 'main line answering' service for any of the Office and Virtual Office products is not intended for main sales lines, large marketing campaigns, call centres and/or Your main support lines. We reserve the right to charge an additional fee of \$1.00 per call, should Your business exceed 80 calls in a month.
34. Annual indexation: For all agreements with a term greater than 12 months the indexation applied of the All Items Retail Prices Index will be substituted by CPI or 4% whichever is the greater.
35. Late Payment and Penalty: All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice provided. If You do not pay fees when due, a service fee of \$25 plus 5% penalty will be charged on all overdue balances under \$1,000. For balances equal to or greater than \$1,000 a fee of \$50

plus 5% penalty will apply. If You dispute any part of an invoice, You must pay the amount not in dispute by the due date or be subject to such late fee and penalty.

36. Insufficient funds: You will pay a fee of \$50, or the maximum amount permitted by law, for checks returned due to declined credit cards, insufficient funds from direct debit payments or returned checks.
37. Retainer/Deposit: For security, We will only return retainers/deposits via bank transfer or ACH.
38. Retainer Maintenance Fee: Any retainer not claimed after 120 days will be charged a monthly \$50 account maintenance fee.

Liability

39. Mail: You release Us from any liability arising out of or incurred in connection with any mail or packages handled on Your behalf.
40. Services: You are liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by Us, You will immediately pay by an alternate form of payment accepted by Us.

Force Majeure

41. Force Majeure: We shall have no liability to You under this agreement if We are prevented from, or delayed in, performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. We obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. We shall notify You as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Center or in another available business center.

USPS Regulations

42. USPS Regulations: You acknowledge We will comply with the USPS regulations regarding Your mail. You must also comply with all USPS regulations. Failure to comply will result in immediate termination of this Agreement. If this Agreement is for a Mailbox Plus program, You must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to receive mail and/or packages at the Center. You acknowledge this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. You must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Three (3) of Form 1583. Your mail must bear a delivery address containing at least the following elements, in this order, (i) Intended addressee's name or other identification, (ii) Street number and name, (iii) secondary address, (iv) "PMB" or # and Your designated PMB number, and (v) City, State and ZIP Code (5-digit or ZIP+4). USPS may return mail to the sender without a proper address. When Your agreement ends, You agree not to file a change of address form with the USPS.