

## COVE TERMS OF SERVICE

Welcome to cove! cove.is website and related cove space reservation and use services are provided by Livelyhood, Inc. (doing business as cove) (“Company”, “cove”, “we” or “us”). These terms of service (“Terms of Service”) govern your (“Your” or “You”) access to and use of the services and features available on cove’s website located at [www.cove.is](http://www.cove.is) and all related sub-domains, tools, and services or through downloadable applications that cove makes available to You (“Website”) and Your use of any Space (as defined herein) pursuant to the space reservation and use services provided by Cove as described in more detail herein (collectively, “Services”). Access to the Website, and Your use of Services, are subject to these Terms of Service and the cove Privacy Policy.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CREATE A BINDING CONTRACT (THIS “CONTRACT”) BETWEEN YOU AND COVE. FURTHER, THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND COVE ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (SEE SECTION 17 “AGREEMENT TO ARBITRATE”).

IF YOU DO NOT ACCEPT ALL OF THESE TERMS OF SERVICE, THEN YOU ARE NOT AUTHORIZED TO USE, AND YOU MUST NOT USE, THIS WEBSITE OR ANY OF COMPANY’S SPACE OR SERVICES.

If you have any questions regarding this Contract, please contact us via our Website ([www.cove.is](http://www.cove.is)).

Company reserves the right to change the terms of this Contract, including the associated Schedules, from time to time. We will give notice of changes to Members in a timely manner. Unless we designate a different date for effectiveness, such changes will be effective with respect to the Website from and after the date the updated Contract is posted to the Website and with respect to Services provided to a Member from and after the earlier of the date that (i) the Member expressly accepts such revised version and (ii) the renewal of such Member’s Membership Plan.

### 1. Definitions

In this Contract, the following definitions apply:

“Building Owner” means the owner of any building in which a Space is located.

“Company”, “cove”, “we” or “us” means LivelyHood, Inc. d/b/a cove.

“Contract” means these Terms of Service and the Schedule(s) hereto, whether made available in print or electronically through Company’s Website. The Schedule(s) are an integral part of this Contract.

“Member” means a person registered as a Member for one of our Membership Plans. You are a “Member” if You are registered as such under one of our Membership Plans.

“Membership Plan” means the membership plan selected and agreed by the Member via our Website, as such plan is described on the Website when selected and agreed, whether a trial offer or paid subscription.

“QR Code” means the quick response code issued by the Company to the Member for purposes of accessing the Space and utilizing services made available by the Company. The Company may update the QR Code on a daily or other basis.

“Rules” mean all the rules, regulations, guidelines or policies of Company related to a Member’s use of any Space or the Company services, whether set forth in this Contract, appearing elsewhere on Company’s Websites or otherwise issued from time to time, including the rules and regulations set forth on Schedule 1 attached hereto.

“Space” means the space(s) available for use by a Member under the terms of the Member’s Membership Plan.

“Schedules” mean all the schedules, rate plans and polices referenced in or incorporated into this Contract.

## 2. Basic Terms of Use of the Website

2.1 General Website Access. cove maintains the Website as a service to its visitors and Members, subject to the terms of this Contract. cove grants You a non-exclusive, revocable, and limited right to use the functionality or review the Content (as defined below) that is publicly available on the Website, solely for Your personal use and subject to this Contract and the Privacy Policy referenced herein. You are responsible for obtaining any equipment and Internet service necessary to access the Website and for paying any fees for the equipment and services You select. cove may alter, suspend or discontinue this Website or the Services provided herein, in whole or in part, at any time and for any reason, without providing notice to You, except as required to meet its obligations to You as a Member. The Website may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. cove may provide access to third party services and products, or to cove’s products or services, from time to time, through the Website. You acknowledge that the Website is evolving and that the form and nature of the Website may change from time to time without notice to You. The Website is made available to You “AS IS” without any warranties, express or implied.

2.2 User Information. You may use this Website as a member of the general public that is not a Member without volunteering personally identifiable information. If You are a Member, You are required to release personally identifiable information in order to register with Cove (“User Information”). By accepting these Terms of Service, You agree and acknowledge that You will provide accurate, complete, and up to date information as requested on the screens that collect information from You. You further agree and acknowledge that Your submission of personally identifiable information to the Website is voluntary and entirely at Your own risk. Please refer to the cove Privacy Policy for additional information on cove’s practices for handling personally identifiable information.

2.3 **Login Credentials** Login credentials will be provided by cove to Members (“Login Credentials”). You agree that You are solely responsible for protecting Your Login Credentials from unauthorized use, maintaining the confidentiality of Your Account and password, and You agree to accept responsibility for all activities that occur under Your Login Credentials. You agree to notify us immediately if You believe that any of Your Login Credentials has been or may be used without Your permission so that appropriate action may be taken. You may not (i) create more than one account to access the Website, (ii) share Your Login Credentials with any third party, or (iii) transfer Your account to any third party. cove is not responsible for any loss or damage caused by, or expense incurred by You, as a result of Your failure to safeguard Your Login Credentials. If You cease to be a Member pursuant to the terms of this Contract, Your Login Credentials may be revoked.

### 3. Basic Terms of Use of the Company Service

3.1 For Members, this Contract is a space-sharing service subscription contract offered by the Company or one of its subsidiaries, but it does not in itself confer any right to use any Space. A Member may only use a Space, to the extent available, in accordance with the terms of this Contract and subject to paying all applicable fees and charges.

3.2 Company is the owner or lessee of any item it provides to the Member or puts at the Member’s disposal during the term of this Contract, including specifically and without limitation, all furniture and equipment, mobile and web based applications. The Member’s use of and rights in relation to any space or item provided by Company under this Contract are limited to those rights of use stated in this Contract.

### 4. Eligibility

4.1 To be eligible for our service, the Member must:

- (a) Be at least 21 years of age; and
- (b) Accurately, truthfully and fully complete the application process with Company and deliver all information and documents requested in the application or otherwise.

4.2 Satisfying the foregoing criteria does not automatically give an applicant the right to become a member of the cove Club. Acceptance of the applicant’s membership is subject to approval by Company in its sole discretion, and, without limiting the foregoing, membership may be denied based upon additional criteria established from time to time by Company. In addition, even if approved for membership, a Member may be restricted from using certain Spaces based upon the membership plan selected by the Member.

### 5. License.

5.1 Subject to the terms and conditions of this Contract, Company hereby grants Member a license to use the Spaces available under the Member’s Membership Plan, as posted on the Company’s Website. The Member’s right to use the Spaces will be in common with the Company, other Club Members and such others as Company may permit. Company shall have the right to change the Spaces from time to time (including adding and deleting Spaces) upon

notice to Member given in accordance with the terms and conditions of this Contract. Member shall not have the right to use any Space or any of the Company's services except those included in the Member's Membership Plan.

5.2 Member shall have the right to access and use each Space during normal business hours and during such other hours as the respective Building Owners shall determine. Member shall be provided with a QR Code for purposes of accessing each Space. Member shall not make its QR Code available to any other person without the prior written consent of the Company.

## 6. Term.

6.1 For general public users of the Website, this Contract shall be in effect for the duration of such users' access to the Website; provided that the Company may terminate this Contract, and such access, at any time and for any or no reason.

6.2 For each Member, this Contract shall commence with respect to a membership upon the acceptance by Company of the Member's completed membership application and the payment by the Member of any applicable fees. The term of this Contract shall continue until such time as membership is canceled in accordance with this Section 6. A Member may terminate membership at any time via the membership termination option provided on our Website. No monthly, annual, application, verification or similar fee will be refunded in the event of termination by the Member, except as specifically provided in this Contract. In addition to the termination provisions set forth in Section 6.3 below, Company may terminate this Contract at any time upon no less than seven (7) days' notice to the Member without cause, in which event, if the Member is on a monthly membership plan, the Company will refund a prorated portion of the Member's monthly membership fee. With respect to any termination or cancellation of this Contract, the Member shall remain responsible for any fees, costs or expenses incurred prior to termination of this Contract.

6.3 Company may also, upon notice to the Member, immediately terminate this Contract if the Member (a) fails to pay any sum due under this Contract, (b) fails to comply with any term or condition specified in the Contract or any Rules, (c) is involved in an incident at, about or in connection with any Space that, in Company's discretion, renders the Member ineligible or inappropriate for continued membership, (d) engages in any activities or conduct that Company, in its reasonable discretion, determines to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or (e) is not paying the Member's debts as such debts generally become due, becomes insolvent, files or has filed against the Member a petition (or other document) under any bankruptcy or insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of the Member's property or business. No membership or other fees will be refunded in the event of termination pursuant to this Section 6.3.

6.4 Upon termination of a Member's membership, all of the Member's rights to use any Space or the Company's services shall immediately terminate. The Member agrees to return

immediately to Company any property of Company that the Member has in the Member's possession. Additionally, the Member shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Contract, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to Company).

## 7. Use.

7.1 Member shall use the Space for general office uses only, in accordance with the terms and conditions of this Contract and any Rules therefor designated by Company from time to time.

7.2 Member's license to use any Space shall be subject to the terms of any lease or other agreement between the Company and the respective Building Owner. In the event of termination of any such lease or other agreement, the license granted herein to the Member shall terminate automatically with respect to such Space. Member agrees to abide by all rules and regulations of the Building Owner of each Space.

7.3 Member shall not be entitled to use of any particular space in any particular Space, except for any particular seat/area reserved by Member in accordance with its Membership Plan. Member may also use any "walk-in area" in common with other cove Members on a first-come, first-served basis.

7.4 Member shall not be entitled to (and shall not) host or conduct any meeting with any person other than another cove Member at any time within any Space, unless Member has reserved a conference room for such meeting and paid the additional service charge in connection therewith, if any, pursuant to its Membership Plan.

## 8. Payment.

8.1 The Member will pay Company all application and membership fees and additional charges associated with the Member's Membership Plan. Application fees (if applicable) are not refundable, regardless of whether or not the application is accepted by Company or a Member's membership terminates, and new application fees may be payable if a new membership application is resubmitted more than thirty (30) days after a Member's account with Company is closed. If your Membership Plan includes an annual or monthly fee, your initial membership fee will due and payable upon membership approval, regardless of whether you utilize your QR Code, and will only be refundable if you terminate your membership within the first thirty (30) days following membership approval. Certain restrictions apply as provided on our Website.

8.2 Certain Membership Plans renew every month. Following approval of the Member by Company for a monthly renewing plan, the Member's credit or debit card will be automatically charged in accordance with your Membership Plan, even if the Member does not utilize its QR Code. Monthly payments associated with such plans are non-refundable.

8.3 The Member is required to pay all fees and costs incurred when due, including, without limitation, application fees, membership fees (which are automatically charged when

due), additional charges, sales and other taxes and levies, and other costs and fees as provided in the Rules and Regulations or the Member's Membership Plan. Members are billed for amounts due via credit or debit card or other means as established by Company. Any Member account which is past due will be suspended; however, any reservations booked in advance shall still be charged to the Member if not timely cancelled by the Member. If payment of any amount due is rejected by the credit or debit card provided by the Member, membership, and the use of any Space and the Company's services, may be suspended. Member is responsible for providing and maintaining current credit card or debit card information on file with Company. Ongoing issues with credit or debit card billings may result in termination of membership. Under no circumstances will Company be responsible for any overdraft or other fees charged by a Member's credit card company or bank. For past due accounts, Company may also change when payment is due and/or terminate the Member's account. In addition, Company may utilize third parties to collect amounts owed to Company by a Member and the Member will also be responsible for any collection or similar fees associated with these collection activities.

8.4 Member is responsible for providing and maintaining current email, mobile phone, preferred search address, mailing address and other account information. Telephone calls, email correspondence and social media communications with Company may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls, emails and social media communications.

8.5 Fees and charges assessed to Member hereunder shall not be subject to any set-off, abatement or deduction for any reason whatsoever, except for gross negligence or intentional misconduct of the Company.

## 9. Services at the Space.

9.1 Internet Service. The Company shall provide a Wi-Fi connection at each Space.

9.2 Other Utilities. Electricity for normal office uses and hot and cold water in the lavatories appurtenant to each Space shall be made available by Company, subject to performance by Building Owner of its obligations under the Prime Agreement.

9.3 Interruption of Services. The Company shall not be liable for any interruption of Wi-Fi services, utilities or other services at any Space, and Member shall not be entitled to any refund or other abatement of fees or charges in the event of any such interruption of services.

## 10. Assignment and Subletting.

10.1 No assignment of this Agreement or sublicensing of any Space or any part thereof shall be made by Member, and any purported assignment or sublicensing shall be null and void and of no force or effect.

10.2 Except as expressly provided in the Member's Membership Plan, neither all nor any part of Member's interest in any Space granted hereunder may be encumbered, assigned, or transferred, in whole or in part, either by any act of Member or by operation of law.

10.3 Member shall not permit or suffer any Space to be used by any person claiming by, through or under Member.

## 11. Intellectual Property Rights; Restrictions

11.1 Website Content. All of the content on this Website, including without limitation the images, graphics, information, text, data, links, as well as the underlying software, networks and systems that support this Website and other material accessible through the Website or Services ("Content") is owned by or under license to the Company and is protected by applicable trademark, copyright, or other rights. The Content may contain typographical errors, other inadvertent errors, or inaccuracies. Cove reserves the right to make changes to document names and content, descriptions or specification, or other information, without obligation to issue any notice of such changes. You may view, copy, download, and print Content that is available on this Website, subject to the following conditions: (i) You may only use the Content for internal informational purposes in compliance with all laws and regulations that apply to You; (ii) You may not reproduce or transmit any part of this Website or its Content in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose; (iii) You may not modify, alter, or prepare derivative works based on the Content, or distribute copies of or publicly perform or display the Content, including without limitation by posting the Content on any network computer or distributing the Content on or in any media; (iv) You may not remove copyright, trademark, and other proprietary notices from the Content. Nothing contained within this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, except: (a) as expressly permitted by this Contract; or (b) with the Company's prior written permission or the permission of the third party that owns the trademark or copyright of the Content displayed on this Website.

11.2 Copyright Infringement; Notice and Take Down Procedures. If You believe that any Content on this Website infringes Your copyright, You may request that such Content be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information: (i) identification of the copyrighted work that You believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (ii) identification of the Content that You believe to be infringing and its location, including a description of the Content, and its Website location or other pertinent information that will help the Company to locate such Content; (iii) Your name, address, telephone number and email address; (iv) a statement that You have a good faith belief that the complained of use of the material is not authorized by the copyright owner, its agent, or the law; (v) a statement that the information in Your claim is accurate; and (vi) a statement that "under penalty of perjury," You declare that You are the lawful copyright owner or are authorized to act on the owner's behalf. The Company's agent for copyright issues relating to this Website is: Copyright Agent, Livelyhood, Inc. (dba cove), 1728 Connecticut Ave. NW; Suite 2; Washington, DC, 20009. In an effort to protect the rights of copyright owners, the Company maintains a policy for the termination, in appropriate circumstances, of Users of this Website who are repeat infringers.

12. Prohibited Conduct. You shall not disturb or interfere with the operation of the Website in any manner including without limitation by imposing an unreasonable or disproportionate

burden on the network, software or hardware infrastructure of the Website. You are prohibited from manipulating, by any means, the price of any Services offered on the Website (including without limitation through the use of an alias or decoys or by placing false offers for the sale or purchase of Services). Furthermore, You shall not disrupt or otherwise interfere in any way with another User's participation on the Website. By accessing the Website, or cove's online messaging service, Rating system, or any other Service provided through the Website, You shall abide by the following standards of conduct. You shall not, and will not authorize or facilitate any attempt by another person, to use the Website or any of the Services to: (i) transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by cove; (ii) circumvent or manipulate cove's fee structure, the billing process, or fees owed to cove; (iii) use a name or language that cove, in its sole discretion, deems offensive; (iv) post false, inaccurate, misleading, defamatory, or libelous content (including without limitation personal information); (v) post hateful or racially or ethnically objectionable Content; (vi) post Content which infringes another's copyright, trademark or trade secret; (vii) post unsolicited advertising or unlawfully promote products or services; (viii) take any action that may interfere with other members use of the Website or other members use of the Services; (ix) harass, threaten or intentionally embarrass or cause distress to another person or entity; (x) impersonate another user or member; (xi) exploit or solicit personal information from children under 18 years of age; (xii) introduce viruses, worms, Trojan horses and/or harmful code into the Website; (xiii) obtain unauthorized access to any computer system or Confidential Information through the Website; (xiv) harvest or otherwise collect information about Users, including email addresses, without their consent; (xv) invade the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 18 years of age); (xvi) violate any federal, state, local, or international law or regulation; or (xvii) encourage conduct that would constitute a criminal or civil offense.

13. Company Not Liable.

13.1 To the fullest extent permitted by law, Company shall not be liable or responsible to You for:

(a) any injury or damage resulting from the acts or omissions of Company or any of Company's employees, other persons licensing space or services from Company, or other persons (including, without limitation, any cove Member) using or occupying any part of any Space;

(b) any failure of any services to be provided, including, without limitation, water, gas, electricity or telephone service or any cleaning or security service;

(c) any consequential, exemplary, punitive or other indirect damages or any loss of profits, loss of data or loss of business damages; or

(d) any injury or damage to person or property caused by any person.

13.2 All personal property of Member in any Space shall be at the sole risk and hazard of Member and if the whole or any part thereof shall be lost, destroyed or damaged by fire, theft



or otherwise, no part of said loss or damage is to be charged to or borne by Company, and Member agrees to indemnify, defend and hold Company harmless from and against any and all liabilities, obligations, penalties, claims, costs, charges and expenses, including, but not limited to, attorneys' fees, based upon or arising out of the foregoing.

13.3 In no event shall any member partner, employee or agent of Company have any liability hereunder, and Member shall not seek personal recourse against any such parties or their personal assets.

14. Your Liability. You shall indemnify, defend, indemnify and hold harmless Company and Company's member partners, agents and employees from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, but not limited to, attorneys' fees, which may be incurred by Company or such other indemnified parties by reason of, or arising directly or indirectly from, out of, or in connection with, any negligent or otherwise wrongful act or omission of or by You, Your agents, employees or invitees in or about any Space or Building, or any failure on Your part to perform or comply with any of the terms, conditions or provisions of this Contract.

15. Notices.

(a) Any notice from the Company to Member concerning:

(i) any change with respect to any Space or any Rules shall be deemed to have been given if posted on our Website; and

(ii) any other matters pertaining to this Contract shall be deemed to have been given if sent to Member at the email address provided by Member to the Company pursuant to our Website.

(iii) Any notice from the Member to the Company shall be deemed to have been given if sent pursuant to the email address for the Company provided on our Website.

16. Third-Party Websites, Products, or Services. This Website may contain links to non-cove websites that are provided to You as a convenience. Any outside website accessed from the Website is independent from cove, and cove has no control over the content of such websites. cove is not responsible for the content of any linked website or for any loss or damage incurred in connection with Your use of such links or dealings with the operators of such non-cove websites. In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by cove of that third party or of any product or service provided by a third party. Likewise, a link to a non-cove website does not imply that cove endorses or accepts any responsibility for the content or use of such website. cove does not endorse, warrant or guarantee any product or service offered by any third party through an online messaging service or link accessible through this Website and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, You are responsible for exercising appropriate judgment and caution.

17. Agreement to Arbitrate. Except if You opt-out or for disputes relating to your or cove's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); you agree that all disputes between You and cove (whether or not such dispute involves a third party) arising out of or relating to these Terms of Service, the Services, and/or Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Boston, Massachusetts, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and you and cove hereby expressly waive trial by jury. You and cove shall appoint as sole arbitrator a person mutually agreed by you and cove or, if you and cove cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, cove shall be entitled to seek injunctive relief, security or other equitable remedies from the United States District Court for a district in Massachusetts or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms of Use or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards.

Any claims brought by You or cove must be brought in that parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither You nor cove will participate in a class action or class-wide arbitration for any claims covered by these Terms of Service. You hereby waive any and all rights to bring any claims related to these Terms of Service and Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on Your own behalf.

You may opt out of this Agreement To Arbitrate. If You do so, neither You nor cove can require the other to participate in an arbitration proceeding. To opt out, You must notify cove in writing within 30 days of the date that You first became subject to this arbitration provision. The opt-out notice must state that You do not agree to the Agreement To Arbitrate and must include your name, address, phone number, your cove account to which the opt-out applies and a clear statement that you want to opt out of this Agreement To Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way You can opt out of the Agreement To Arbitrate. You must use this address to opt out:

Cove, Inc. ATTN: Arbitration Opt-out, 1728 Connecticut Ave, NW; Suite 2; Washington, DC, 20009. This Arbitration section will survive the termination of Your relationship with cove.

## 18. Miscellaneous.

18.1 Jurisdictional Issues. cove makes no representations that information on this Website is appropriate or available for use outside the United States. If You choose to access this Website from outside the United States, You do so on Your own initiative and at Your own risk

and You agree and acknowledge that You are responsible for complying with all applicable United States laws as well as Your local laws and regulations. If You transact business through this Website with a party that is located outside the United States, You agree and acknowledge that You do so voluntarily, that You are responsible for complying with all applicable United States laws as well as any local laws and regulations that may impact Your transaction, and You understand that cove disclaims all responsibility related to such transaction.

18.2 Severability. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

18.3 Remedies Cumulative. All rights and remedies which Company may have under this Contract, and at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more such rights and remedies may be exercised at the same time and so far as permitted by law.

18.4 Entire Agreement. These Terms of Service constitute the entire agreement between, or, as appropriate, among, the Parties relating to the subject matter herein. Cove may, at Cove's sole discretion, revise these Terms of Service at any time by updating this posting and providing reasonable notice to You.

18.5 Additional Information. If You have any questions about this Contract, please contact [cove@cove.is](mailto:cove@cove.is).

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## SCHEDULE 1

### RULES AND REGULATIONS

#### 1. Furniture; Personal Property.

1.1 Member shall not bring into or install in any Space any furniture, fixtures, equipment or other personal property (except for Member's laptop computer, portable electronic devices, files and other documents, provided that all such laptops, portable devices, files and documents brought into any space shall be removed by Member prior to the end of each day, except that Member may store personal belongings (customary for the user of an office space) in lockers (if any) made available under the Member's Membership Plan. Items stored in any such locker shall be removed by the Member prior to the expiration of the term of the Member's Contract. Any items not removed by the Member prior to the end of each day (or prior to the expiration or termination of the Member's Contract in the case of items stored in any locker as provided above, may be removed and disposed of by the Company at the Member's expense and without any recourse by the Member against the Company.

1.2 Member shall not damage any furniture, fixtures or equipment located in Licensed Space. If any such damage occurs, then Member shall, upon demand of Company, pay to Company the cost of repair or replacement.

1.3 Member shall not move any furniture, fixtures or equipment from one portion of the Licensed Space to another, nor remove any furniture, fixtures or equipment from the Licensed Space.

1.4 Without limiting the foregoing provisions of this Paragraph 14.4, Company shall have the right, but not the obligation to remove, store or dispose of any furniture, equipment or other personal property brought into any Space by Member which is not removed by Member at the end of any day. All such furniture, equipment and other personal property shall be deemed to have been abandoned by Member. Removal, storage or disposal of all or any portion thereof shall be at the option of the Company, in its sole discretion, at the cost and expense of Member, without liability or recourse to Member or any other person or entity. Member hereby releases and discharges Company from, and agrees to indemnify, defend and hold Company harmless from and against, any and all claims arising with respect to the exercise by Company of its right to remove, store or dispose of any such furniture, equipment or personal property. Member shall pay all costs and expense incurred by Company to remove, store or dispose any such furniture, equipment or other personal property within seven (7) days after written demand by Company.

2. Access by Company. Company shall have access to all Spaces at all times and at any time.

3. Confidentiality. Member agrees that it shall keep confidential any and all information obtained by it relating to Company, any other cove Member or any of Company's or such other Cove Member's clients or business matters. Confidential information shall not include information concerning any cove Member (including Member) made available via the Company's professional or social networking services.

4. Video Surveillance. Company shall have the right (but not the obligation) to monitor any space or common areas at any time by video or visual recording devices and equipment.

5. Use. Member will not make or permit or suffer to be made any use of any Space or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this License; (ii) which is directly or indirectly forbidden by public law, ordinance or government regulation; which may be dangerous to life, limb, or property; (iv) which may invalidate or increase the premium of any policy of insurance carried on any Space or covering its operations; (v) which will suffer or permit any Space or any part thereof to be used in any manner which, in (iii) the sole judgment of Company, shall in any way impair or tend to impair the character, reputation or appearance of the Premises; or (vi) which would impair or interfere with or tend to impair or interfere with use of any Space by any other cove Member.

## COVE LOCKER SUPPLEMENTAL TERMS

Thank you for participating in the cove Locker Program, a service offered by cove that allows Members to rent a locker (“**Locker**”) at Space, using the Space address. These cove Locker Services Supplemental Terms (“**Locker Services Terms**”) for the cove Locker Program (“**Service**” or “**Services**”) supplement the cove Terms of Service located at <https://cove.is/terms.pdf> (the “**Terms**”). The Locker Services Terms, along with such Terms, constitute a binding, contractual agreement between you, an individual user (and/or the organization with which you are affiliated) and LivelyHood, Inc. (“**Company**”, “**we**”, “**us**”) regarding your use of the Service. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms.

These Locker Services Terms are hereby incorporated into the Terms. To the extent that there is any conflict between these Locker Services Terms and the Terms of Use, the provision(s) in these Locker Services Terms will prevail, but solely to the extent such conflict exists.

THESE LOCKER SERVICES TERMS AND THE TERMS GOVERN YOUR USE OF ANY INFORMATION, CONTENT, PRODUCTS OR SERVICES MADE AVAILABLE BY US OR OBTAINED BY YOU AS PART OF THE SERVICE. EVERY TIME YOU USE THE SERVICE, YOU ACKNOWLEDGE AND ACCEPT THESE TERMS AND THE TERMS. BY USING THE SERVICE, YOU AGREE TO THESE TERMS.

We may at its sole discretion modify these Locker Services Terms on a going-forward basis. We will post notice of date of the most recent update above.

- Locker Services. Subject to payment by Member of the applicable Services fees, Company grants Member the right to access and use one (1) or more lockers, as applicable, and as designated by Company, for Member’s storage purposes, at a location designated by the Member (“**Primary Location**”) during the sign up process (“**Locker**”). Member shall only have access to the Locker during the normal business hours (both staffed and unstaffed) of the Primary Location. As part of the Services, provided Member has subscribed to at least one (1) Locker, Member shall have the right to access and use, subject to availability, a locker, on a short-term basis (less than one day) at any other Company locations during their normal business hours (“**Secondary Locations**”). Member’s use of its Locker and any locker at a Secondary Location shall be subject to these Locker Services Terms. Member shall not store any perishable contents in the Locker, or otherwise use the Services for any purpose which, in Company’s opinion, may be deemed to be illegal, illegitimate, fraudulent, obscene, or dangerous. Company shall have the right, at its discretion, to access and/or search and/or clear the contents of the Locker in the event Company believes that Member is in breach of these Locker Services Terms.
- Access to Locker. Member may subscribe to a Locker on our app or online. After subscribing, before being assigned a Locker, as part of onboard process Member is required to provide to Company [via a cove employee on location]: (a) Member’s full name, address, and telephone number; and (b) two original forms of identification.

Company may disclose such information if requested by an appropriate authority or if required for the pursuit of legal action. Once Company receives the required information, Company will assign Member a Locker and a key or combination to access such Locker. Member is not authorized to use any lock not provided by the Company. Possession of the Locker key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Locker. Company will not be responsible for any unauthorized access to Member's Locker.

3. Payment. Member shall pay a monthly Services fee of \$50. Services fee for first month enrollment is payable to Company upon subscription to the Locker Service and will be pro-rated to align with Membership billing cycle. Subsequent monthly Services fees will be payable in advance on same billing date as Membership fee. In the event Member fails to make any payments required hereunder, Company reserves the right to charge late payment fees and/or to suspend the Services. Member shall be solely responsible for all costs associated with any damage to the Locker during the term. Company shall have the right to change the monthly Services fee at any time upon notice to Member.
4. Term and Termination. The Locker Services term commences upon payment by Member of the first month's Services fee and shall continue until terminated by either party for any reason at any time. Locker Services can be terminated on our app or online. There will be no refunds for early termination by Member. Upon termination, it is the Member's responsibility to remove all contents from the Locker within the earlier of (i) 1 week, and (ii) the end of billing cycle during which the Locker Services were terminated. Following termination, Member hereby authorizes the Company, in its sole and absolute discretion, either to destroy any such Locker contents or return the contents to Member at Member's last known address on file, at Member's expense.
5. Disclaimer. COMPANY PROVIDES THE SERVICES "AS IS" AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY WITH RESPECT TO THE LOCKER, INCLUDING THE CONTENTS AND ANY ABILITY OR INABILITY TO ACCESS THE LOCKER OR CONTENTS. NEITHER COMPANY, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, PARENT CORPORATIONS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, WILL BE LIABLE, AND YOU AGREE (ON YOUR OWN BEHALF, ON BEHALF OF YOUR SUCCESSORS, HEIRS, AND ASSIGNS, AS WELL AS ON BEHALF OF ANY ORGANIZATION WITH WHICH YOU ARE AFFILIATED) THAT YOU WILL NOT DIRECTLY, OR INDIRECTLY, HOLD TO SEEK COMPANY LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, DAMAGES, COSTS, AND/OR ATTORNEYS' FEES OF ANY KIND THAT RESULT FROM YOUR USE OF THE SERVICES OR THE LOCKER, INCLUDING ANY UNAVAILABILITY OR DELAY IN THE SERVICES.

6. Indemnification. Member agrees to protect, indemnify, defend, and hold harmless the Company and its affiliates, subsidiaries, parent corporations, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the Services or the Space, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from damage to or loss of the Locker, and any contents in the Locker, and from any violation by Member of applicable federal, state, or local laws, or the laws of any foreign jurisdiction.
  
7. Limitation of Liability. IN NO EVENT SHALL COMPANY, OR ANY OF ITS AFFILIATES, SUBSIDIARIES, PARENT CORPORATIONS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF, OR USE OF THE SERVICES, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACTOR, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE O THE SERVICES, THEN IN NO EVENT WILL SUCH LIABILITIES EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100).



## COVE MAILING SERVICES SUPPLEMENTAL TERMS

Thank you for participating in the cove Mailing Services Program, a service offered by cove that allows Members to send and receive mail, letters or packages (“**Mail**”) at Space, using the Space address. These cove Mailing Services Program Supplemental Terms (“**Mailing Services Terms**”) for the cove Mailing Services Program (“**Service**” or “**Services**”) supplement the cove Terms of Service located at <https://cove.is/terms.pdf> (the “**Terms**”). The Mailing Services Terms, along with such Terms, constitute a binding, contractual agreement between you, an individual user (and/or the organization with which you are affiliated) and LivelyHood, Inc. (“**Company**”, “**we**”, “**us**”) regarding your use of the Service. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms.

These Mailing Services Terms are hereby incorporated into the Terms. To the extent that there is any conflict between these Mailing Services Terms and the Terms of Use, the provision(s) in these Mailing Services Terms will prevail, but solely to the extent such conflict exists.

THESE MAILING SERVICES TERMS AND THE TERMS GOVERN YOUR USE OF ANY INFORMATION, CONTENT, PRODUCTS OR SERVICES MADE AVAILABLE BY US OR OBTAINED BY YOU AS PART OF THE SERVICE. EVERY TIME YOU USE THE SERVICE, YOU ACKNOWLEDGE AND ACCEPT THESE TERMS AND THE TERMS. BY USING THE SERVICE, YOU AGREE TO THESE TERMS.

We may at its sole discretion modify these Mailing Services Terms on a going-forward basis. We will post notice of date of the most recent update above.

- 1. Mailing Services.** Subject to payment by Member of the applicable Services fees, Company grants Member the right to use the Space address designated by Member during the subscription process, as a business address to send and receive non-official business mail and packages or non-official personal mail and packages (“**Mail**”). Company will receive on Member’s behalf all pre-paid Mail addressed to Member and will reserve all such Mail for Member pickup during the normal, staffed business hours of the Space. Member is solely responsible for pickup. Member authorizes the Company and any of its representatives to sign at their discretion on Member’s behalf for any deliveries addressed to the Member. Member acknowledges and agrees that Company will only accept and sign for deliveries during normal, staffed business hours, and Company disclaims all liability in connection with Mail that is attempted to be delivered outside of Company’s normal, staffed business hours and left outside of the Space or is not delivered. Company will receive items requiring cash on delivery, subject to Member making advance arrangements for their receipt and payment by Company to the satisfaction of Company. In the event Member refuses to accept any such Mail, Member will be solely responsible for any costs or fees associated with its refusal or return. Member shall also have the right to send Mail as part of the Services. Outgoing Mail provided to Company during normal business hours as part of the Services will be dropped off at the United States Postal Service at the end of each business day, except for packages. Member is responsible for arranging for the pick up of any packages during

Company's normal, staffed business hours of the Space. Company may in its absolute discretion refuse to send or accept delivery, as applicable, of any item for any reason, without liability to Member, in the event that: (a) there is no or insufficient prepaid postage; (b) any Services fees are outstanding; (c) in Company's opinion, incoming or outgoing delivery of the item is suspicious or illegal, illegitimate, fraudulent, obscene, dangerous, or bulky; (d) Member is using the Services for delivery of unreasonably large items of mail or an unreasonable volume of items of mail; (e) any item received is addressed to an individual or business name not listed as a mailing name as provided to Company; or (f) if the Services are being used for the storage or delivery of items of value. Company is not obligated to open and/or read any Mail. Company will not forward any mail.

2. Activation of Mailing Services. In order to activate the Mailing Services, Member can subscribe on our app or online. After subscribing, as part of onboard process Member is required to provide to Company via a Company employee on location: (a) the full name, address, and telephone number for all persons for whom Mail is to be received and held; (b) the name of the business or individual and the nature of the Mail that is to be received and held; (c) two original forms of identification for all persons associated with the Mail that is to be received and held of a type approved by the Company, including a "proof of identity" and "proof of address." Member must present valid identification matching the identification provided to Company pursuant to Section 2(c) above in order to collect any Mail for Member's business. Company may disclose such information if requested by an appropriate authority or if required for the pursuit of legal action. If the Member fails to produce valid forms of identification within thirty (30) days of the commencement of the Term, the Company may at its sole discretion, refuse to accept delivery of Mail and/or return them to sender.
3. Member Responsibilities. Member shall not use the Mailing Services for any purpose which, in Company's opinion, may be deemed to be illegal, illegitimate, fraudulent, obscene, or dangerous. Further, Member shall not designate or list the Space as the official business address for Member's business with any state or federal governmental agency. If Member fails to remove any Mail item within one month of Company's receipt of delivery, then Member hereby authorizes Company, in its sole and absolute discretion, either to destroy such Mail or return the Mail either to Member at Member's last known address or to the sender at any time after such thirty (30) day period, without further notice, at Member's expense.
4. Payment. Member shall pay a monthly Services fee of \$50. The Services fee for the first month's enrollment is payable to Company upon subscription to the Mailing Services and will be pro-rated to align with Membership billing cycle. Subsequent monthly Mailing Services fees will be payable in advance on same billing date as the Member's Membership fee. In the event that Member receives an unreasonable volume of Mail, according to Company's reasonable judgment, Company may require payment of an additional overage fee. In the event Member fails to make any payments required hereunder, Company reserves the right to charge late payment fees and/or to suspend the Services. Company shall have the right to change the monthly Services fee at any time upon notice to Member.

5. Term and Termination. The Mailing Services term commences upon payment by Member of the first month's Services fee and shall continue until terminated by either party for any reason at any time. Mailing Services can be terminated on our app or online. There will be no refunds for early termination by Member. Upon termination, it is the Member's responsibility to retrieve and forward all Mail within 1 week, or end of billing cycle during which Mailing Services were terminated, whichever is sooner. Following this final termination date, Member hereby authorizes the Company, in its sole and absolute discretion, either to destroy such Mail or return the Mail either to Member at Member's last known address or to the sender at any time after three (3) days from the date of termination, without further notice, at Member's expense.
6. Disclaimer. COMPANY PROVIDES THE SERVICES "AS IS" AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY WITH RESPECT TO THE MAIL, INCLUDING THE CONTENTS AND ANY DELIVERY, NON-DELIVERY OR TIMELY DELIVERY. NEITHER COMPANY, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, PARENT CORPORATIONS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, WILL BE LIABLE, AND YOU AGREE (ON YOUR OWN BEHALF, ON BEHALF OF YOUR SUCCESSORS, HEIRS, AND ASSIGNS, AS WELL AS ON BEHALF OF ANY ORGANIZATION WITH WHICH YOU ARE AFFILIATED) THAT YOU WILL NOT DIRECTLY, OR INDIRECTLY, HOLD TO SEEK COMPANY LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, DAMAGES, COSTS, AND/OR ATTORNEYS' FEES OF ANY KIND THAT RESULT FROM YOUR USE OF THE SERVICES OR ANY MAIL, INCLUDING ANY UNAVAILABILITY OR DELAY IN THE SERVICES OR NON-DELIVERY OR LATE DELIVERY OF ANY MAIL.
7. Indemnification. Member agrees to protect, indemnify, defend, and hold harmless the Company and its affiliates, subsidiaries, parent corporations, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the Services or the Space, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the USPS or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any Mail, or to the Mail contents by any cause whatsoever, from the Company's collection or remission of sales, use, or any other taxes, and from any violation by Member of applicable federal, state, or local laws, or the laws of any foreign jurisdiction.
8. Limitation of Liability. IN NO EVENT SHALL COMPANY, OR ANY OF ITS AFFILIATES, SUBSIDIARIES, PARENT CORPORATIONS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, BE LIABLE FOR ANY DIRECT,

INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF, OR USE OF THE SERVICES, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACTOR, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE O THE SERVICES, THEN IN NO EVENT WILL SUCH LIABILITIES EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100).