

4KITSONCO MEMBERSHIP TERMS OF USE

1. Acceptance of Terms.

The services provided by You're Covered Pty Ltd t/a 4 Kitson Co ("4KitsonCo") to you, the undersigned, (including but not limited to use of office and warehouse space at 4 Kitson St Frankston 3199), are subject to the following Terms of Use ("TOU"). 4KitsonCo reserves the right to modify and/or update the TOU (as well as the Community Norms referenced in Clause 3) at any time without notice to you.

2. Membership & Provision of Services.

You become a member of the 4KitsonCo co-working space when you agree to this TOU and you commence paying fees for the level of membership you require ("**Member**" & "**Membership**").

Your Membership is personal to you and you are not allowed to transfer your Membership to anyone else without our prior written approval.

Once you become a Member 4KitsonCo will provide you with access to office space, work stations, internet access, office equipment, conference space, knowledge resources and other services as 4KitsonCo may offer from time to time pursuant to the level of membership you have selected and are paying for (collectively, "Services"). The Services at all times are subject to this TOU and the Community Norms referenced in Clause 3, which together shall form a legally binding agreement between you and 4KitsonCo.

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices, or that are prohibited by the "Community Norms," attached to this TOU.

You may not use the Services in any manner that could damage, disable, overburden, or impair any 4KitsonCo server, or the network(s) connected to any 4KitsonCo server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorised access to any Services, or accounts, computer systems or networks connected to any 4KitsonCo 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.

You hereby represent and warrant that you have all requisite legal power and authority to enter into this Agreement and abide by the terms and conditions of this TOU (and all Community Norms) 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.

You are not permitted to share your key or security code with any non-member and if you are caught doing so, we can immediately cancel your Membership.

4. Use of services.

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

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through 4KitsonCo servers or bandwidth;
- d. 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 limitation, copyright or 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;
- e. 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;

- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct or other guidelines which may be applicable for any particular Service;
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations;
- l. Create a false identity for the purpose of misleading others;
- m. Obstruct any entranceway, create any circumstances of disrepair or damage any 4KitsonCo Property or Premises;
- n. Bring any pets onto the 4KitsonCo Premises without prior agreement from management;
- o. Use mobile phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, 4KitsonCo requests that all members, guests, and clients turn their phones to vibrate while in the Premises. We also ask that you use a headphone or meeting room for calls longer than three minutes; or
- p. Otherwise violate this TOU or any of the Community Norms.
- q. Otherwise exceed the following usage limitations in relation to the shared conference space: members may not have more than 8 individuals total in the meeting room or 20 in the collaborative space. All monthly allotments of conference space usage included with memberships, as well as purchases of additional usage, are subject to availability of the conference space. Unused time does not roll over or accrue from month to month.

5. Invoicing and Payment.

For the period of time that you are a Member you will be automatically invoiced on a monthly basis in advance on your nominated credit card based on your selected membership option. Also included in the monthly invoices will be any variable charges, such as telephone usage or other agreed additional services that have been incurred during the previous monthly period. Payment is required at the beginning of each month for the previous monthly period, at the date specified in the invoice.

If any monthly payment bounces or is in arrears for more than 7 days your membership will be terminated. If your membership is terminated your right to access the Premises will cease and your key card will be deactivated.

6. 4KitsonCo Required Disclosures.

4KitsonCo reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as 4KitsonCo deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in 4KitsonCo's sole discretion.

7. Confidentiality.

You acknowledge and agree 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 4KitsonCo 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, knowhow, 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 4KitsonCo, any analyses, compilations, studies or other documents prepared by 4KitsonCo or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to:

- a. Maintain all Confidential Information in strict confidence;

- b. Not to disclose Confidential Information to any third parties;
- c. Not to use Confidential Information in any way directly or indirectly detrimental to 4KitsonCo or any participant or user of the Services.
- d. All Confidential Information remains the sole and exclusive property of 4KitsonCo or the respective disclosing party. You acknowledge and agree that nothing in this TOU or Community Norms, or your participation or use of the Services, will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of 4KitsonCo or any participant or user of the Services.

8. Participation in or Use of Services.

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that 4KitsonCo does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

9. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, 4KitsonCo 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 concerning any use of the services. The entire risk as to the quality or arising out of participation in or the use of, the services, remains with you.

10. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall 4KitsonCo 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 4KitsonCo, and even if 4KitsonCo has been advised of the possibility of such damages.

11. Limitation of Liability and Remedies.

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 4KitsonCo 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 TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance capped on the aggregate amounts paid by you under the applicable membership agreement in the previous 12 month period. The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law.

12. Termination. 4KitsonCo reserves the right to terminate any Service at any time.

4KitsonCo further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU or Community Norms.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY 4KITSONCO NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND 4KITSONCO MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON AT ANY TIME.

Upon termination, you agree to immediately remove any and all of your personal property from the Premises leaving the Premises in the same condition as it was when you entered the Premises, fair wear and tear

excepted. Should your property not be removed within 14 days of termination, it will be disposed of by 4KitsonCo.

You may terminate this Agreement (and your Membership) at any time by written notice to us, however you acknowledge that any monthly fees which have been paid in advance shall not be refunded for any unused portion of the applicable month that you terminate.

13. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless 4KitsonCo and 4KitsonCo's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, Directors, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, wilful misconduct and/or fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by 4KitsonCo or its respective officers and agents in connection with the defence of such claim or lawsuit.

14. Insurance.

As required by the owner of building located at 4 Kitson St Frankston, 4KitsonCo carries Public Liability insurance. 4KitsonCo members are not required, but it is strongly suggested that they carry an insurance policy to cover their own equipment and personal property (for fire, theft and damage) while using our space as 4KitsonCo shall not be liable for any loss or damage to any members' equipment or property which is left on the Premises.

15. Additional General Terms.

By signing this TOU, you agree to the following additional general terms and conditions of your membership:

- a. You shall not place anything, or allow anything to be placed, in the common areas, in any, or near the glass or any window, door, partition or wall which may in 4KitsonCo's judgment, appear unsightly from the common areas or from the outside of the building in which the Premises are situated ("Building").
- b. The sidewalks, halls, passages, exits, entrances, and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, stairways, etc., are not for the use of the general public and 4KitsonCo shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of 4KitsonCo, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither you nor any of your employees or invitees shall go upon the roof of the Buildings.
- c. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by you or your employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be borne by you.
- d. You shall not cause any unnecessary labour or services by reason of your carelessness or indifference in the preservation of good order and cleanliness.
- e. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for lodging (the use of a coffee maker and microwave are, however, permitted uses).
- f. You shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by 4KitsonCo.
- g. 4KitsonCo shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting of wires is to be allowed without the consent of 4KitsonCo. The locations of telephones, call boxes and other office equipment affixed to the Premises are determined by 4KitsonCo, in its sole discretion. Note: 4KitsonCo is a WIRELESS Facility. No network or phone lines will be run for your space. Wireless adaption software / hardware is available for purchase either via the 4KitsonCo or third party vendors.
- h. Upon the termination of Services, you shall deliver to 4KitsonCo all keys and passes for offices, rooms, and toilet rooms which shall have been furnished to you. In the event of the loss of any keys so furnished, you shall pay 4KitsonCo therefore. You shall not make, or cause to be made, any such keys, you shall order all

such keys solely from 4KitsonCo and you shall pay 4KitsonCo for any additional such keys over and above the set(s) of keys originally furnished by 4KitsonCo.

- i. You shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by 4KitsonCo.
- j. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the stairways, except between such hours and in such stairways as shall be designated by 4KitsonCo.
- k. When accessing the Building after hours, you shall cause all doors to the Premises to be closed and securely locked before leaving the Building.
- l. Without the prior written consent of 4KitsonCo, you shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising your business, except you may use the address of the Building as the address of your business.
- m. You shall cooperate fully with 4KitsonCo to assure the most effective operation of the Premises' or the Building's heat and air conditioning and shall refrain from attempting to adjust any controls.
- n. Except for 4KitsonCo's gross negligence, you assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- o. Except with the prior written consent of 4KitsonCo, you shall not sell or cause to be sold any items or services at retail in or from the Premises, nor shall you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building without written consent of 4KitsonCo.
- p. You shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises, nor store goods, wares or merchandise on the Premises. You shall not allow any vending machines on the Premises without 4KitsonCo's prior consent.
- q. All freight must be moved into, within and out of the Building under the supervision of 4KitsonCo and according to such regulations as may be promulgated by 4KitsonCo. All moving of furniture or equipment into, within or out of the Building by you shall be done at such time and in such manner as directed by 4KitsonCo or its agent. In no cases shall items of freight, furniture, fixtures or equipment be moved into or out of the Building or in any common area during such hours as are normally considered rush hours to an office building; i.e., 8:30-9:30 A.M., 11:00 A.M.-1:00 P.M. and 4:00-6:30 P.M.
- r. On Weekends, public holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, stairwells will be controlled by 4KitsonCo through the use of a card key system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. 4KitsonCo shall in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of your failing to properly identify yourself through the use of a card-key, or through the failure of the Building to be unlocked and open for access by you, your employees and general public. Nothing contained herein shall obligate 4KitsonCo to provide such card key system or to make 4KitsonCo liable for any act or omission or failure of such system and the card keys which may be provided.
- s. You shall not change locks or install other locks on doors without the prior written consent of 4KitsonCo.
- t. You shall give prompt notice to 4KitsonCo of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to you so the same may be attended to properly.
- u. 4KitsonCo shall have the power to prescribe the weight and position of safes or other objects which shall, if considered necessary by 4KitsonCo, be required to be supported by such additional materials placed on the floor as 4KitsonCo may direct, and at your expense. In no event can these items exceed a weight for which the floor is designed.
- v. Internet Policy: Wireless access to The Internet is provided during your membership. Service interruptions, if they occur, will be handled as promptly as possible. 4KitsonCo is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. Unless otherwise set forth by 4KitsonCo in writing, you are receiving a single user account solely for your use of the Services through one unit per login session. You agree not to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches this TOU and may constitute fraud or theft, for which 4KitsonCo reserve all rights and

remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. 4KitsonCo may change your address, log-in name or password at any time. 4KitsonCo will assign you an IP address each time you access the Service, and it will vary.

- w. You may not assign your login name, password or IP address to any other person. You agree not to use the Service, any 4KitsonCo or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to:
- i. violating any applicable law or regulation;
 - ii. Posting or transmitting content you do not have the right to post or transmit;
 - iii. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right;
 - iv. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion;
 - v. Attempting to intercept, collect or store data about third parties without their knowledge or consent;
 - vi. Deleting, tampering with or revising any material posted by any other person or entity;
 - vii. Accessing, tampering with or using non-public areas of the Service or any 4KitsonCo or related website, computer systems or network;
 - viii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 - ix. Attempting to access or search the Service or any 4KitsonCo or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by 4KitsonCo or other generally available third party web browser;
 - x. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";
 - xi. Using the Service or any 4KitsonCo or related website or network to send altered, deceptive or false source-identifying information;
 - xii. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any 4KitsonCo or related website or network;
 - xiii. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any 4KitsonCo or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any 4KitsonCo or related website or network; or
 - xiv. Impersonating or misrepresenting your affiliation with any person or entity.
- x. If 4KitsonCo suspects violations of any of the above, 4KitsonCo will investigate and may institute legal action, immediately deactivate Service to any account without prior notice to you and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with 4KitsonCo in investigating suspected violations.
- y. You shall not install, maintain or otherwise locate at 4KitsonCo any computer server of any kind, whether hardware or software without written permission from 4KitsonCo.

16. Miscellaneous.

Entire Agreement. This TOU and Community Norms constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.

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

Waivers. No waiver shall be binding on 4KitsonCo unless executed in writing by an authorized representative of 4KitsonCo.

Successors and Assigns. This TOU and Community Norms shall be binding on your heirs, legal representative, successors and assigns.

No Assignment. In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of 4KitsonCo.

Notice. All notices, requests, demands or other communications for which this TOU or Community Norms provides shall be in writing and shall be addressed at the following addresses: If to 4KitsonCo: 4Kitson St Frankston 3199 Attn Joanna Baker. If to you: At the address set forth in your online account set up via the Proximity portal, or such other address as any party may designate in writing. All notices under this TOU and Community Norms shall be effective: (a) forty-eight (48) hours after sending via postage prepaid, registered or certified mail, return receipt requested; (b) Upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, , except that notices of change of address shall be effective upon receipt.

Legal Fees. If 4KitsonCo shall bring any action for any relief against you arising out of this TOU or Community Norms, the losing party shall pay to the prevailing party a reasonable sum for legal fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

Governing Law. The rights and obligations of hereunder shall be governed by, and this TOU and Community Norms shall be construed and enforced in accordance with, the laws of Victoria, Australia. Venue for the resolution of any dispute arising out of this TOU or Community Norms shall be State of Victoria, Australia.

Modification. 4KitsonCo may in its sole discretion, upon written notice, change the Terms of Use and Community Norms.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU (including the attached Community Norms) and further agree to be bound to the TOU and Community Norms regarding my participation in and use of the Services.

Signed _____ Name _____

Company _____ ABN _____

Date _____

On behalf of 4KitsonCo

A handwritten signature in black ink, appearing to read 'Joanna Baker', written in a cursive style.

Joanna Baker, General Manager