



# CENTERFUSE

work... *your way*

## MEMBERSHIP TERMS AND CONDITIONS

- 1. Terms.** CENTERFUSE owns and operates the website at CENTERFUSE.work (the “Site”), where you can find information about our products and services. The Website Terms and Conditions (the “Website Terms”) describe the rights and obligations of an unregistered website user or visitor (“user” or “you”) in connection with your use of the Site. By accessing or using the Site in any way, including as an unregistered website visitor, you agree to be bound by the Website Terms and our Privacy Policy, which is available on the Site. The Website Terms apply only to your use of the Site, and the content made available on or through the Site, as an unregistered website user or visitor. If you use or access any of our physical space, restricted-access web-based services (i.e. those requiring a login), the broker or referral program or other services we provide, your use of such space, services or program is subject to the terms and conditions you received or accepted when you signed up for the use of such space, services or program. From time to time, we may make modifications, deletions or additions to the Site or the Website Terms. Your continued use of the Site following the posting of any changes to the Website Terms constitutes acceptance of those changes. The relevant entity with which you enter into these Terms shall be known as “CENTERFUSE”.
- 2. Eligibility.** The Site and services CENTERFUSE describes are available only to individuals who are at least 16 years old, unless CENTERFUSE specifies otherwise. No one under this age may access or use the Site or provide any personal information through the Site.
- 3. Content.** The text, images, videos, audio clips, software and other content generated, provided, or otherwise made accessible on or through the Site (collectively, “Content”) are contributed by CENTERFUSE and our licensors. The Content and the Site are protected by the U.S. and international copyright laws. CENTERFUSE and our licensors retain all proprietary rights in the Site and the Content made available on or through the Site, and, except as expressly set forth in these Website Terms, no rights are granted to any Content. Subject to the Website Terms, we grant each user of the Site a worldwide, non-exclusive, non-sub licensable and non-transferable license to use (i.e., to download and display locally) Content solely for viewing, browsing and using the functionality of the Site. All Content is for general informational purposes only. CENTERFUSE reserves the right, but does not have any obligation to monitor, remove, edit, modify or remove any Content, in our sole discretion, at any time for any reason or for no reason at all.
- 4. Disclaimer; Limitation of liability.** To the extent permitted by law, CENTERFUSE and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the “CENTERFUSE Parties”) disclaim all warranties and terms, express or implied, with respect to the Site, Content or services (including third-party

services) on or accessible through the Site, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, or arising from course of dealing, course of performance or usage in trade. In no event shall the CENTERFUSE Parties be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Site for (a) any special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever (however arising) or, (b) damages in excess of (in the aggregate) US\$100.

5. **Miscellaneous.** The Website Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law rules, and the United States of America. The Website Terms constitute the entire agreement between CENTERFUSE regarding the Site and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of the Website Terms is held to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the Website Terms shall otherwise remain in full force and effect and enforceable. For any waiver of compliance with the Website Terms to be binding, CENTERFUSE must provide you with written notice of such waiver. The failure of either party to enforce its rights under these Website Terms at any time for any period will not be construed as a waiver of such rights.
6. **Contact.** If you have any questions, complaints, or claims with respect to the Site, you may contact us at: Attn: Website Feedback, c/o CENTERFUSE, 9071 Center Street, Manassas, VA 20110.
7. **Please read these Terms carefully, as they affect your legal rights. Among other things, these Terms include your agreement that except for certain types of disputes described in the “Governing Law; Arbitration and Class Action Waiver” section below, you agree that disputes between you and CENTERFUSE will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.** If you have any questions about these Terms, please contact: [membership@CENTERFUSE.work](mailto:membership@CENTERFUSE.work)  
By using the Services, you are agreeing to abide by and be bound by these Terms.
8. **CENTERFUSE.** Creates an online and physical community for creators. For the purposes of these terms, the CENTERFUSE affiliate set forth on your invoice and will depend on (i) where the Services are deemed to be rendered or (ii) where your primary Premises (if applicable) is located. We reserve the right to change the legal entity that charges you for the Services.
9. **Member.** References to “you,” “your” and similar words in these Terms refer to the individual or entity registering for any Services and agreeing to be bound by these Terms. If you are entering into these Terms on behalf of an entity, you represent and warrant that you have all necessary right, authority and consent to bind such entity to these Terms. Also, if you are based outside of the US, by agreeing to these Terms, you are confirming that you are using the Services for business purposes and not as a consumer (as defined in Regulation 4 of the UK Consumer Contracts Regulations).

10. **Services.** References to “Services” in these Terms refer to your access to and use of our online member network, member-only events and offerings and space in our CENTERFUSE location (each, a “Premises”) and certain other related services and features we provide. The exact Services you receive will depend on (a) the product or services you have purchased; (b) the Services available, which may vary by Premises and (c) additional features and Services selected by you, such as through a “Service Package”, which may be subject to additional guidelines, terms, conditions and/or rules (“Additional Terms”), including additional payment obligations.

- “Services” do not include, and we are not involved in or liable for, the provision of products or services by third parties (“Third-party Services”) that you may elect to purchase in connection with your CENTERFUSE Membership, such as group health insurance, gym memberships or payroll services. Third-party Services are provided solely by the applicable third-party (“Third-party Service Providers”) and pursuant to separate arrangements between you and the applicable Third-party Service Providers. These Third-party Service Providers’ terms and conditions will control with respect to the relevant Third-party Services.
- Some features of the Services may be subject to Additional Terms, which will be posted with those features or otherwise communicated to you. We will consider your use of those features your acceptance of the applicable Additional Terms, and those Additional Terms will be incorporated in these Terms by this reference.

11. **The CENTERFUSE Network.** You must be a member to have access to the CENTERFUSE Network. To use the CENTERFUSE Online Network, you must agree to the CENTERFUSE Network Terms of Service at: [members.CENTERFUSE.work/terms](https://members.CENTERFUSE.work/terms), Privacy Policy at: [members.CENTERFUSE.work/privacy](https://members.CENTERFUSE.work/privacy) and House Rules at: [members.CENTERFUSE.work/guidelines](https://members.CENTERFUSE.work/guidelines). To use our wireless network, you must also agree to our Wireless Network Terms of Service available at: [www.CENTERFUSE.work/legal/wireless-network-terms-of-service](https://www.CENTERFUSE.work/legal/wireless-network-terms-of-service).

12. **How we might change our Services or these Terms.** The availability and scope of the Services, as well as the availability and scope of benefits we offer in relation to Third-party Services, are subject to change from time to time and in our sole discretion. Without limiting the generality of the foregoing, you acknowledge that our Premises, and the Services we may offer at any of our Premises, are also subject to change from time to time. From time to time, we may also make modifications, deletions or additions to these Terms and will provide you with notice of changes to the Terms or to Services that apply to you, by emailing the last email address provided by you in your profile or by posting a notice on the CENTERFUSE Network at: [members.CENTERFUSE.work/privacy](https://members.CENTERFUSE.work/privacy). Most changes will be effective immediately upon notice, except that pricing and fee changes will be effective upon your next subscription period. If you don’t agree to the changes, you may cancel your CENTERFUSE Membership at any time, but note that there are no refunds for early cancellation.

## CREATING YOUR CENTERFUSE MEMBERSHIP

12. **Information.** The Services are available to members and guests who are at or above the legal drinking age in the jurisdiction where such member or guest is receiving such Services, unless we specify otherwise. Kindly be certain you qualify. You agree to provide us with accurate and complete information about yourself when you register with us and as you use the Services.
13. **Passwords and keycards.** Don't reveal your account password or transfer your keycard or other access device or credentials to anyone else (or let them use your account), and don't make any copies of any keys, keycards, or other means of entry to our Premises (each, an "Access Device"). You are responsible for maintaining the confidentiality of your password and security of your Access Device. You must promptly notify us if you suspect your password or Access Device has been compromised. Access Devices remain the property of CENTERFUSE, and you must return them immediately upon termination or expiration of your CENTERFUSE Membership. You may be charged a replacement fee for any lost or damaged Access Devices.
14. **Linking to a company.** During the registration process, you may identify a Company (defined below) with whom your profile is associated. Alternately, your individual profile may have been created by an authorized representative of your employer or other entity for which you provide services (a "Company"), and your profile will be associated with such Company. You agree that you will not falsely represent your association with any Company, impersonate any third-party, or otherwise submit or present any false or misleading information to us or the CENTERFUSE community. In the event your relationship with the Company in your profile changes or ends, you agree to promptly update your profile to reflect this, you may submit a request to do so at: [membership@CENTERFUSE.work](mailto:membership@CENTERFUSE.work). If your CENTERFUSE Membership is provided by a Company, you may lose access to the Services upon termination or change in status of your relationship with such Company. If you are an authorized representative of an entity receiving the Services, you hereby warrant and represent to us that (a) you have the proper authority to create, terminate and maintain the company account and to add and remove individual members to and from the account and (b) you have obtained all necessary consent from any applicable individuals for the creation of their accounts and the processing of individual information within and outside of the U.S. You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.

## PAYING FOR YOUR CENTERFUSE MEMBERSHIP

15. **Payments.** By signing up for a CENTERFUSE Membership, or any other Services (including any Service Packages or Daily Desk or Conference Room reservations) and providing your payment information, you agree to pay us the recurring or nonrecurring fees associated with the Services you are purchasing, as displayed to you at the time you create your account and/or sign up for the relevant Services, or as updated by us from time to time upon notice to you. You acknowledge and agree that the payment method provided by you will be automatically charged the fees and any other amounts you may incur or be liable for (including for damages caused to any of our Premises or property) in connection with the Services. Only a single payment method may be used at any given time to make payments for all Services you purchase in a single transaction. You must keep your payment information up-to-date and

accurate. Recurring fees, which may include recurring membership fees (“Membership Fees”) and any other recurring fees you have agreed to in connection with the Services will be charged on the first (1st) of each month unless CENTERFUSE notifies you otherwise. Overage fees and other non-recurring fees will be charged within thirty (30) days of you accruing such fees. If payment for your Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) of the month in which such payment is due, you will be responsible for paying the then-current late charge. The current late fee schedule is listed on: [www.CENTERFUSE.work/faq](http://www.CENTERFUSE.work/faq). Your use of the Services may be immediately suspended, and eventually terminated, if CENTERFUSE is unable to charge your payment instrument for any reason. When we receive funds from you, we will first apply the funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. The fees applicable to your account may be subject to modification from time to time, and such modifications will become effective upon your next subscription period. Your continued use of the Services following notice of any such modifications, and through the next payment date, constitutes your agreement to such modified fees. You may at any time cancel your account as set forth below if you do not agree to any modified fees.

16. **No refunds.** All fees are non-refundable. All fees must be paid in the official local currency of the location of your contracting entity or as otherwise specified by CENTERFUSE.

## USING AND TERMINATING THE SERVICES

17. **House Rules.** House Rules govern the expected behavior in such Premise, which you can find at such Premise and which you must comply with while using Services in such Premise. The House Rules of the CENTERFUSE Premise on which you receive or use Services are hereby incorporated into these Terms. House Rules may be revised from time to time. In general, CENTERFUSE expects that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to CENTERFUSE, our employees or agents, other members, any guests or any other third parties or any pets or property of any of the foregoing. If you have questions about the guidelines for any of our Premises, please submit a request at: [membership@CENTERFUSE.work](mailto:membership@CENTERFUSE.work).
18. **Service Restrictions.** Your CENTERFUSE Membership account, to the extent applicable, is specific to you. You cannot add additional members to your account or share your account credentials or Access Device with any other individual. Furthermore, you must not use any Services or any space you reserve or occupy in any Premises in a “retail,” “medical,” or other nature involving frequent use by or visits from members of the public.
19. **Grab-a-Spot Desks.**
  1. “Grab-a-Spot Desks” are: (a) for non-members, and can only be accessed through a daily reservation and can only be reserved during the applicable Premise Regular Business Hours on Regular Business Days.
  2. All desk reservations, are subject to desk availability in the applicable Premises.

3. “Regular Business Hours” are generally from 9:00 a.m. to 5:00 p.m. on Regular Business Days, with the exception of days prior to local bank/government holidays. “Regular Business Days” are all weekdays, except local bank/government holidays and up to three other days of which we will inform you.
20. **Security.** You may be required to present a valid, government-issued photo identification to gain access to our Premise. For security purposes, we may regularly record certain areas of our Premise via video. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect CENTERFUSE, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.
21. **Additional Services.** Additional Services may be available to you, pursuant to special or additional features, Service Packages, or other offerings. For more information about additional Services that may be available to you, please submit a request at: [membership@CENTERFUSE.work](mailto:membership@CENTERFUSE.work) or contact the CENTERFUSE Manager at any Premise. Additional Terms may apply to the additional Services, and to the extent you are receiving any additional Services, the applicable Additional Terms are hereby incorporated into these Terms by this reference.
22. **Conference Rooms.** Conference room time is included in your monthly fee based on your level of membership. Scheduling the use of this time must be arranged with the CENTERFUSE Manager. Conference room time for non-members will be charged on an hourly fee basis and must be scheduled with the CENTERFUSE Manager.
23. **Mail.** You may elect to receive mail and packages at our location. If you have done so, we will accept mail and deliveries on your behalf during our Regular Business Hours and Regular Business Days. We have no obligation to store such mail or packages for more than thirty (30) days of receipt or if we receive mail or packages after you terminate your CENTERFUSE Membership. This feature is meant to allow you to accept business correspondence from time to time. It is not meant for an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or oversized mail or packages.
24. **Property.** We are not responsible for any property you leave behind in any area of our Premise. It is your responsibility to ensure that you have retrieved all your personal items prior to leaving. Prior to the termination or expiration of your CENTERFUSE Membership, you must remove all your property from the CENTERFUSE Premise. After providing you with reasonable notice, CENTERFUSE will be entitled to dispose of any property remaining in any area of our Premise, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by CENTERFUSE regarding such removal.
25. **Damage.** You may be held liable (and do hereby authorize CENTERFUSE to charge you) for the repair cost for all damage to our Premise and items therein caused by you or your guests, invitees.



26. **Common areas.** If you are accessing our space pursuant to these terms, common spaces in our Premise are to be accessed by you, and to the extent we permit, your guests, starting from the time immediately prior to your reserved time in the Premise and ending at the time immediately following your reserved time in the Premise. Common spaces are for temporary use and not as a place for continuous, everyday work.
27. **Intellectual Property of others.** You must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same.
28. **Technology Release.** CENTERFUSE may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with the Services. You acknowledge that your refusal to install such software may affect your ability to properly receive the Services you have purchased. CENTERFUSE may also provide you with technical support at your request. You agree that CENTERFUSE (a) is not responsible for any damage to any of your electronic equipment or systems related to such technical support or software installation; (b) does not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) does not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to CENTERFUSE's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or CENTERFUSE.
29. **You and other members.** CENTERFUSE does not control and is not responsible for the actions of other members or any other third parties (including any pets). If a dispute arises between members or their invitees, guests or pets, CENTERFUSE shall have no responsibility or obligation to participate, mediate or indemnify any party.
30. **Account termination.** If you fail, or if CENTERFUSE suspects that you have failed, to comply with any of the provisions of these Terms, or at any other time when CENTERFUSE, in our reasonable discretion sees fit to do so, may, at our sole discretion, restrict your access to your account and the Services and/or terminate your account with immediate effect and possibly without prior notice to you. In addition, we may decline to renew your subscription for any or all Services at the end of your subscription period for any reason or at the discretion of CENTERFUSE. We may also at any time terminate your account and CENTERFUSE Membership should we discontinue the CENTERFUSE Membership program at our Premise. You can cancel your account at any time, by submitting a request at: [membership@CENTERFUSE.work](mailto:membership@CENTERFUSE.work). Please note that if your individual account was created by a Company, (a) an authorized representative of such Company may at any time terminate your individual account by contacting us, and (b) CENTERFUSE may terminate your account, even if the Company's account remains active, and even if you continue to be employed or engaged by such

Company. Cancellation will be effective immediately upon CENTERFUSE's receipt of notice of cancellation. CENTERFUSE does not provide refunds upon termination or cancellation of your account with respect to amounts already paid. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of your CENTERFUSE Membership. Sections 10 (to the extent any payment amounts are outstanding), 11-13, 19, 20, 22-25, 28-39, 31-48 shall survive any termination or expiration of these Terms.

## USING THE MOBILE APP

32. **License.** When you download any CENTERFUSE-available mobile device application (the "Application"), then, subject to your compliance with these Terms, we grant you a limited, nonexclusive, nontransferable, revocable license to install and use the Application on a compatible mobile device that you own or control for your use, in each case in the manner enabled by us, for so long as you remain in good standing with your CENTERFUSE Membership program.
33. **Other Application Terms.** You acknowledge and agree that you are solely responsible for data usage fees and any other fees that your wireless service carrier may charge in connection with your use of the Application. CENTERFUSE owns all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to (a) the Application; (b) all related software and technology used by us to provide Application features and functionality and (c) all usage and other data generated or collected in connection with the use thereof. Except as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of any of the foregoing. In addition, you agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas, algorithms or trade secrets of the Application or any other software or technology of CENTERFUSE, except to the extent expressly required by applicable statutory law.

## ADVERTISEMENTS, ENDORSEMENTS AND TESTIMONIALS

35. **Advertisements.** In using the Services, you may encounter advertisements from Third-party Service Providers and our other business partners, which may be targeted to you based on certain information you provide to us or that we collect based on your use of the Services. The types and extent of advertising are subject to change. In consideration for us granting you access to and use of the Services, you agree that we, such Third-party Service Providers and our other business partners may provide you with such advertising from time to time.
36. **Endorsements and Testimonials.** From time to time, we may also publish testimonials by users and members related to their experiences with the Services. These testimonials are the users' subjective opinions, and they represent individual results. CENTERFUSE neither verifies them nor claim that they are typical results that others will generally achieve. Names, locations, dates and other information may have been changed to protect the privacy of the individuals involved. All other testimonials and endorsements of any type, format or nature



posted by users are not verified by CENTERFUSE, and CENTERFUSE makes no warranty or representation as to their accuracy. You should be cautious when relying on any testimonials or endorsements, and you should assume the results described therein are not typical.

37. **Use of the CENTERFUSE Name; Photos of the Premises.** You may not take, copy or use for any purpose the name “CENTERFUSE” or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any CENTERFUSE properties, without our prior consent.

## LIMITATIONS OF LIABILITY

38. **Waiver and Release of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against CENTERFUSE and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the “CENTERFUSE Parties”) resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet (“Claims”) and release the CENTERFUSE Parties from any such Claims.
39. **CENTERFUSE is not liable for actions of other individuals.** CENTERFUSE does not control and is not responsible for the actions of other individuals or pets using the Services or at our Premise. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members nor do we guarantee that our users’ or members’ profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.
40. **CENTERFUSE does not have liability for third-party products or services.** The Services may provide you with access to third-party products or services. The Services may also provide you with access to advertisements from other third-party CENTERFUSE business partners. We are not responsible for the content of these advertisements or any links, products, services or other materials relating to any third-party products, services, advertisements or other materials. In no event will CENTERFUSE be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Services or any products, services or other materials relating to any advertisement. You agree that by CENTERFUSE making available access to or discounts for these third-party services do not constitute provision of such third-party services by CENTERFUSE and you will look solely to the applicable third-party for provision of the applicable third-party services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third-party services.
41. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of any of the CENTERFUSE Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to CENTERFUSE under these Terms for the product or service from which the claim arose in the twelve (12) months prior to the claim arising. None of the CENTERFUSE Parties will be liable under any cause of action, for

any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of the CENTERFUSE Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

- Nothing in these Terms will exclude CENTERFUSE's liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation or (c) any breach of any implied terms which cannot lawfully be excluded.

**42. Disclaimer of warranties and implied terms. The Services are provided "AS IS". To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.**

**43. Exclusions.** Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions and limitations above may not apply to you. In such event, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.

## **INDEMNIFICATION**

**44. You agree to hold CENTERFUSE harmless.** You will indemnify and hold harmless the CENTERFUSE Parties from and against any and all claims, liabilities, damages and expenses ("Claims") including reasonable attorneys' fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or pets or any of your or their actions or omissions, and CENTERFUSE will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons and pets that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by any of the CENTERFUSE Parties, imposes any obligation upon any of the CENTERFUSE Parties or does not contain a full and unconditional release of the CENTERFUSE Parties, without our written consent. None of the CENTERFUSE Parties shall be liable for any settlement made without its prior written consent.

**45. You agree to cooperate with CENTERFUSE.** From time to time, we may investigate any actual, alleged or potential violations of these Terms. You agree to cooperate fully in any of these inquiries. You waive any and all rights against the CENTERFUSE Parties, and agree to hold them harmless in connection with any claims relating to any action taken by CENTERFUSE as part of our investigation.

## GOVERNING LAW; ARBITRATION AND CLASS ACTION WAIVER

46. **Governing Law.** These Terms and the transactions contemplated hereby shall be governed by and construed under:
- If you are based in the U.S., the law of the Commonwealth of Virginia, U.S.A. and the United States without regard to conflicts of law's provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods or Commonwealth of Virginia, or any other implementation of the Uniform Computer Information Transactions Act.
  - If you are based outside of the U.S., the law of England and Wales, without regard to conflicts of law's provisions thereof.
47. **Venue.** Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to these Terms, or at law, or the breach, termination or invalidity of these Terms, that cannot be settled amicably by agreement of the parties to these Terms shall be finally settled:
- If you are based in the U.S., in accordance with the arbitration rules of JAMS then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Manassas, Virginia, U.S.A.
  - If you are based outside of the U.S., in accordance with the International Chamber of Commerce commercial arbitration rules then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be London, England. Any claim which is not subject to arbitration pursuant to this paragraph shall be adjudicated exclusively in the English courts.
48. **Proceedings; Judgment.** The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under these Terms, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. These Terms shall be interpreted and construed in the English language, which is the language of the official text of these Terms.
49. **Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor CENTERFUSE will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. Both you and CENTERFUSE also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if CENTERFUSE is a party to the proceeding. **You are giving up your right to participate as a class**

**representative or class member on any class claim you may have against CENTERFUSE including any right to class arbitration or any consolidation of individual arbitrations.**

## **GENERAL PROVISIONS**

50. **What if some of these Terms are not enforceable?** These Terms as well as the CENTERFUSE House Rules and any feature-specific guidelines, terms or rules that may be posted or provided to you constitute the entire agreement between CENTERFUSE regarding the Services and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. The failure of either party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
51. **Nature of these Terms.** Notwithstanding anything in these Terms to the contrary, these Terms in no way shall be construed as to grant you any title, lease, easement, lien, possession or related rights in our business, Premises or anything contained in our Premises. These Terms create no tenancy interest (including any security of tenure), leasehold estate, or other real property interest. Neither party will in any way misrepresent our relationship.
52. **OFAC.** You hereby represent and warrant that you are not, nor will you be at any time while you are a member, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time.
53. **Contacting us.** If you have any questions relating to these Terms, please contact us at: [membership@CENTERFUSE.work](mailto:membership@CENTERFUSE.work) .