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**MEMBERSHIP AGREEMENT Willoughby Workspaces/THE WAY Virtual Office, LLC.**

1. **AGREEMENT.** The following Terms and Conditions (“Terms”) describe your rights and

obligations with respect to your Membership with THE WAY Virtual Office, LLC, DBA

Willoughby Workspaces at The Charlton Abbott (“Charlton Abbott”) as executed

contemporaneously herewith. The terms and provisions of the Membership Agreement

are incorporated as though fully written below. Terms of membership are for 6 months,

unless agreed upon prior to joining by Willoughby Workspaces at The Charlton Abbott.

By executing this document, accessing the Premises, and/or using any services, you agree

to abide by and be bound by the following terms:

2. **PREMISES.** For the purposes of this Agreement, the “Premises” shall be understood to

mean Willoughby Workspaces at The Charlton Abbott building, located at 37903 Euclid

Avenue, Willoughby, Ohio 44094.

3. **SERVICES.** “Services” means your (i) use or receipt of any services in connection with your Membership, Private Office, Meeting or Conference Room Rental any other use of

space in the premises, (ii) access to and use of our on-line Member Portal, (iii) any

Charlton Abbott events, whether member-only or open to non-members, and whether

located on the Premises or any other location, and (iv) any other related services, features

or offerings in connection with each of the foregoing. Additional services may be

available to you at the Premises or by Willoughby Workspaces at The Charlton Abbott in

Willoughby Workspaces at The Charlton Abbott’s sole discretion. Additional terms may

apply to any such additional Services, and to the extent you use any such additional

Services, you are agreeing to abide by and be bound by such additional Terms.

Your membership is exclusive and personal and does not entitle you to extend the

membership benefits, services to a third party. Clients and guests maybe permitted, but

must register upon entering the premise. The availability and scope of the Services are

subject to change from time to time in Willoughby Workspaces at The Charlton Abbott’s

sole discretion. Without limiting the generality of the foregoing, you acknowledge that

the Premises, and the Services Willoughby Workspaces at The Charlton Abbott may

offer at the Premises, are also subject to change from time to time. From time to time,

Willoughby Workspaces at The Charlton Abbott may also make modifications, deletions

or additions to these Terms and will provide you with notice via email and via a message

board post on the Member Portal of any such changes to these Terms or to Services that

apply to you. Unless otherwise set forth in the Agreement or these Terms, such

modifications shall be effective immediately upon notice of the same by Willoughby

Workspaces at The Charlton Abbott.

4. **PAYMENTS.** You hereby acknowledge and agree that you have purchased certain Services in accordance with this Agreement. By entering into the Agreement and these

Terms and providing your payment information in connection with the same, you hereby

agree to pay us the recurring or nonrecurring fees set forth in the Agreement, for other

Services purchased by you, or as such purchased Services are updated from time to time

upon notice to you. You acknowledge and agree that the payment method provided by

you will results in the fees and charged associated with your Membership and/or your

Services being automatically debited each month as further set forth herein. You further

acknowledge and consent to Willoughby Workspaces at The Charlton Abbott

maintaining and storing – with all reasonable precautions – your credit card information

to process the recurring charges. Further, Member agrees to indemnify and waive any claims to liability

on the Willoughby Workspaces at The Charlton Abbott for any actions of third parties regarding the

theft, sale, or any other dissemination of credit card numbers and/or other personal information.

All recurring fees will be charged to your payment method on the member join date or a

date to be determined by the member each month. Overage fees and any other

nonrecurring fees shall be charged to your payment method within thirty (30) days

following your accruing of such fees. There shall also be a $25.00 service fee for

declined credit card transactions. It is the responsibility of Member to make sure there is

a valid, non-expired method of payment associated with Member’s account at all times.

If any amount due, whether recurring or otherwise, is not paid within five (5) days

within the date such payment is due, you will automatically be charged a late fee in the

amount of Fifty and 00/100 Dollars ($50.00). Additionally, past due amounts shall

accrue interest at the rate of 10% per annum until paid by Member. Any payments

received shall first apply to the late charges, then to any outstanding fees, and then to

current fees due. All payments made by you or automatically deducted by Willoughby

Workspaces at The Charlton Abbott shall be nonrefundable.

Notwithstanding anything contained in this Agreement or these Terms to the contrary,

Willoughby Workspaces at The Charlton Abbott reserves the right to modify any fees

upon notice to you through the Member Portal or email. Any changes in fees by the

Willoughby Workspaces at The Charlton Abbott shall become effective on the

immediately following subscription period. Your continued use of these Services

following notice of any such fee modifications through the next such payment date

constitutes your agreement to such modified fees.

5. **MEMBER PORTAL**. To use the Services, you will be required to use the online member portal (the “Member Portal”) provided by Willoughby Workspaces at The Charlton Abbott to you. The use the

Member Portal, you will need to (i) register an account at www.thecharltonabbott.com, and (ii) agree to

the Privacy and Network Policy attached hereto and incorporated herein as Exhibit A. Notwithstanding

anything contained in these Terms to the contrary, you hereby acknowledge and agree that you

shall not use the Member Portal for any (i) advertising, promoting, or sale of any

products or services, (ii) non-work use or use unrelated to your purchase of Services, or

(iii) any unlawful use.

As a confidentiality option, you may limit the use of your Profile to Willoughby Workspaces at

The Charlton Abbott and your Company (defined below) ONLY, and restrict use of your

information in our online community network of the Charlton Abbott Membership (the

“Directory”). We strongly recommend your participation in the Directory in order to

enhance your own business prospects, and create a strong interconnected network of individuals

and organizations. You are solely responsible for maintaining the confidentiality of your Profile, and hereby agree not to reveal or share your password or credentials with any other person, unless

otherwise permitted under your Agreement. You hereby agree to promptly notify Willoughby

Workspaces at The Charlton Abbott if you suspect that our password and/or Profile has been

compromised. Willoughby Workspaces at The Charlton Abbott expressly disclaims any duties

that may arise, express or implied, from its access to information you provide on the portal,

and you expressly authorize the Charlton Abbott to use or disclose any marks, names, trade

dress, intellectual property, or information without notice and in perpetuity for any purpose, commercial or non-commercial.

6. **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 Willoughby Workspaces at The

Charlton Abbott 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, or

submit a request to do so at info@thechartonabbott.com. If your Services are provided by

or through 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 your Profile and to add and

remove individual members to and from your Profile and (b) you have obtained all

necessary consent from any applicable individuals for the creation of such Profile. You

agree to indemnify us for any loss we may suffer as a result of any breach of these

warranties and representations.

7**. ACCESS.** Your access to the Premises will be limited to the scope identified in the Agreement. Whether

your access to the Premises or any room within the space is via normal business hours or a key fob, you

hereby agree not to share, transfer, or make copies of your key fob to any other person without

Willoughby Workspaces at The Charlton Abbott’s written consent. Membership access will be limited to

“Regular Business Hours”, defined as 8:00 am to 5:00pm on weekdays. All non-member guests

and/or clients shall be required to sign in at the front desk of the Premises.

You are solely responsible for maintaining possession and security of your key fob. You

hereby agree to promptly notify us if you lose your key fob or suspect it has been stolen.

You acknowledge and agree that the key fob shall remain the property of Willoughby

Workspaces at The Charlton Abbott and you must immediately return it to Willoughby

Workspaces at The Charlton Abbott upon cancellation, expiration or termination of the

Agreement and/or Services. Willoughby Workspaces at The Charlton Abbott reserves

the right to charge you a replacement fee of $25.00 for any lost, stolen or not returned

key fob.

8. **SECURITY**. You may be required to present a valid government-issued photo

identification to gain access to the Premises. You understand and agree that it is your

obligation to notify Willoughby Workspaces at The Charlton Abbott if you plan on

bringing non-member guests and/ or clients to the Premises, whether for meetings or

community events, and agree to comply with any restrictions or policies Willoughby

Workspaces at The Charlton Abbott may impose. All non- member guests and/or clients

will be required to register with the Willoughby Workspaces at The Charlton Abbott and

provide basic demographic information, i.e. name, phone number and email address.

Subject to those terms, Willoughby Workspaces at The Charlton Abbott agrees that such permission will

not be unreasonably withheld, and you understand and agree to indemnify Willoughby Workspaces at

The Charlton Abbott for any damage to The Charlton Abbott or its interests caused by or attributable to

your Authorized Guest, and expressly disclaim any third- party interest in any privileges Willoughby

Workspaces at The Charlton Abbott may extend to your Authorized Guest. You further understand and

agree that nonmembers and Authorized Guests are never permitted to access the

Premises outside Regular Business Hours, or if a Willoughby Workspaces at The

Charlton Abbott staff member is not on-premises and agree to provide timely notice to

Willoughby Workspaces at The Charlton Abbott if you believe this restriction has been

or is being violated. For security purposes, we may regularly record via video certain

areas of our Premises. 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 us, our members, or other individuals, or any of our or their

interests or property. You consent to such recording and any use Willoughby

Workspaces at The Charlton Abbott may need to make in the course of its business

operations and acknowledge and agree that it is your obligation to notify any Authorized

Guests about this policy.

9. **MAIL.** If you have elected to receive mail and packages under the Agreement,

Willoughby Workspaces at The Charlton Abbott will accept mail and deliveries on your

behalf at the Premises during Regular Business Hours, excluding government holidays or

any day in which we give you two (2) business days written notice. We have no

obligation to store such mail or packages for more than thirty (30) days following of our

receipt or if we receive mail or packages after the cancellation, expiration or termination

of the Agreement and/or Services. You acknowledge and agree that all mail and/or

packages delivered to the Premises shall be for business purposes only, and you agree to

indemnify and hold harmless Willoughby Workspaces at The Charlton Abbott for any

loss or damage that may arise from Willoughby Workspaces at The Charlton Abbott’s

actions or inactions under this paragraph

10. **PRIVATE OFFICES AND CONFERENCE ROOMS**

Subject to anything in the Agreement to the contrary, you acknowledge and agree that all meeting spaces may only be used upon reservation of such space through the Member

Portal. In the event you violate this Section of these terms, Willoughby Workspaces at The

Charlton Abbott shall have the right to (i) immediately remove you and any of your

property from such conference room, (ii) immediately suspend your access to the Premises,

and/or pursue any other remedy set forth in Section of these terms.

You will be responsible for leaving all meeting rooms in a clean and tidy condition after

each use. This includes putting all garbage in any trashcans provided and cleaning up any

spills. You agree to pay any expense incurred from neglect of this rule, including but not

limited to a mandatory cleaning fee of $250.00 at the discretion of Willoughby

Workspaces at The Charlton Abbott.

You also agree to pay a cancellation fee of 100%, if your scheduled room reservation is

not cancelled at least 24 hours prior to the scheduled time. We reserve the right to reassign

the location of your meeting reservation to a comparable room, but only if we have a good

business reason for doing so.

11. **ADDITIONAL RESTRICTIONS.** In addition to any other restrictions, prohibition, or

obligation set forth in or authorized by these Terms, you agree to the following

restrictions and obligations in connection with your use of the Premises or any Services:

**a. Age.** Unless otherwise agreed to in writing by Willoughby Workspaces at The

Charlton Abbott, Services are only available to members or guests who are eighteen

(18) years of age or older. You hereby agree to promptly provide Willoughby

Workspaces at The Charlton Abbott with accurate and complete information as to

yourself and any guest in connection with the foregoing age requirement and the

terms and provisions of this Agreement.

**b. Conduct.** You shall not use the Premises and/or Member Portal or perform any

activity that is reasonably likely to be unlawful, disruptive, dangerous or cause

damage to the Charlton Abbott, Willoughby Workspaces at The Charlton Abbott’s

employees, agents, licensees, members, tenants, invitees, or guests, or any other third

parties, or to the Premises or any fixture or personal property on the Premises. You

understand and agree that Willoughby Workspaces at The Charlton Abbott the

Premises, and the Services are operated to provide a professional workspace, and

agree to conform your conduct, and those of any Authorized Guests you may invite,

to reasonable standards of courtesy, professionalism, and well- mannered behavior,

and abstain from any conduct that may be detrimental to the use of the Services by

other members and Authorized Guests. You further understand and agree that

Willoughby Workspaces at The Charlton Abbott has a strict no-tolerance policy for

racism, sexism, or protected-class discrimination of any kind. Should any behavioral

issues or related concerns, as determined in Willoughby Workspaces at The Charlton

Abbott’s sole discretion, require the imposition of further written policies or the

adoption of a membership-wide code of conduct, you further understand and agree to

conform your conduct to any such restrictions, and agree that postings to the Member

Portal, prominent display in the Premises, or direct written notice by email or hard

copy will provide sufficient notice to require conformity by you therewith.

**c. Use.** You shall not use the Premises for any retail, medical, or any other use involving

frequent visits from guests, clients, customers, or any other persons.

d. Intellectual Property (third parties). You shall not directly or indirectly take, copy or

use for any purpose, commercial or otherwise, any information or intellectual property

of anyone other member, person or guest using the Premises. You agree to promptly

notify Willoughby Workspaces at The Charlton Abbott if you believe any such

conduct has occurred, and hereby agree to waive and hold harmless Willoughby

Workspaces at The Charlton Abbott against any claims that may arise under vicarious

or indirect theories of liability for privacy, intellectual property, and other intellectual property or information-related claims.

12. **Intellectual Property (Willoughby Workspaces at The Charlton Abbott).** You may not

take, copy, or use for any purpose the name “THE WAY Virtual Offices, LLC DBA as

Willoughby Workspaces at The Charlton Abbott” or any of THE WAY’s/Willoughby

Workspaces at The Charlton Abbott's/Willoughby Workspaces’ other business names,

trademarks, service marks, logos, trade dress, 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 THE WAY's/Willoughby Workspaces at

The Charlton Abbott's properties, without THE WAY’s /Willoughby Workspaces at The

Charlton Abbott's prior written consent

13. **DEFAULT/REMEDIES.** If you fail, or if Willoughby Workspaces at The Charlton

Abbott suspects that you have failed, to comply with any of the provisions of these

Terms and/or the Agreement, or at any other time when Willoughby Workspaces at The

Charlton Abbott, in its sole discretion sees fit to do so, Willoughby Workspaces at The Charlton

Abbott may, in its sole and absolute discretion, (i) restrict or suspend your access to the Premises,

your Profile, your Membership and/or the Services by delivery of notice to you, (ii) terminate the

Agreement, your Membership, your Services and/or access to the Premises by delivery of notice

to you, and/or (iii) decline to renew your Membership, Agreement and/or any Services at the end

of your membership period for any or no reason. In the event of a default described above,

Willoughby Workspaces at The Charlton Abbott may pursue any and all remedies available

under the Agreement and at law or in equity.

Upon the termination of the Agreement, or termination of Member’s right of possession,

it shall be lawful for Willoughby Workspaces at The Charlton Abbott, without formal

demand or notice of any kind, to (i) re-enter the remove Member and all persons and

property from the Premises, (ii) keep in place and use, or remove and store all of the

fixtures, equipment and other property of Member left at the Premises or elsewhere at

the property, (iii) accelerate all membership dues owed for the remainder of the

membership term, and (iv) recover from Member the sum of such membership dues,

along with all other amounts accrued and owed hereunder. All past due amounts shall

accrue interest at a rate of 10% per annum until paid by Member.

In addition, Member shall reimburse Willoughby Workspaces at The Charlton Abbott for

all actual and reasonable expenses arising out of any events of default hereunder,

including, without limitation, (i) all actual and reasonable costs incurred in collecting

such amounts due from Member under the Agreement (including actual and reasonable

attorneys’ fees incurred and the costs of litigation and the like) and (ii) for private

offices, all customary and necessary expenses incurred by Willoughby Workspaces at

The Charlton Abbott in attempting to re-let the Premises, such as advertising and

brokerage fees. The reimbursement from Member shall be due and payable immediately

following written notice from the Willoughby Workspaces at The Charlton Abbott that

an expense has been incurred with documentation substantiating such expenses, without

regard to whether the expense was incurred before or after the termination.

14. **CANCELLATION.** Please note that if your individual account was created by a

Company, an authorized representative of such Company may at any time terminate your

individual account by contacting us.

Members must provide written intent to not renew no less than thirty (30) days prior to the expiration of their membership, unless otherwise agreed upon in writing by

Willoughby Workspaces at The Charlton Abbott in its sole and absolute discretion.

You will be responsible for paying 50% of the total fees for the remaining months prior

to your expiration upon termination of your membership. Please advise Willoughby

Workspaces at The Charlton Abbott if the cancellation is due to a change in health,

residence or business activity.

We do 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 payment, despite such cancellation. Sections 10, 11, 13, 14,

and 15(a) shall survive any termination or expiration of these Terms.

15. **DAMAGE TO PREMISES; INDEMNIFICATION**. You shall be responsible for the

cost to repair all damage to the Premises or any personal property located thereon caused

by you or any of your employees, guests or invitees. You authorize Willoughby

Workspaces at The Charlton Abbott to charge your payment method for such repairs

following two (2) business days prior notice for any such charge. In addition to the

foregoing, you hereby agree to indemnify and hold harmless Willoughby Workspaces at

The Charlton Abbott and Willoughby Workspaces at The Charlton Abbott’s affiliates,

parents, and successors, and each of their employees, assignees, officers, agents and

directors (the “Willoughby Workspaces at The Charlton Abbott 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, guests, or invitees, or arising from any of the Services or access to the

Premises extended under your Membership, and Willoughby Workspaces at The

Charlton Abbott shall have sole control over the defense of any such Claims. You shall

not make any settlement that requires a material act or admission by any of Willoughby

Workspaces at The Charlton Abbott Parties, imposes any obligation upon any of

Willoughby Workspaces at The Charlton Abbott Parties, or does not contain a full and

unconditional release of Willoughby Workspaces at The Charlton Abbott Parties,

without Willoughby Workspaces at The Charlton Abbott’s prior written consent. None

of Willoughby Workspaces at The Charlton Abbott Parties shall be liable for any

settlement made without its prior written consent.

16. **LIMITATIONS OF THE WAY LIABILITY.**

**(a)** Waiver & 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 Willoughby Workspaces at The Charlton Abbott Parties resulting from injury or

damage to, or destruction, theft, or loss of, any property or person and release Willoughby

Workspaces at The Charlton Abbott Parties from any such Claims.

**(b)** Liability of Others. You acknowledge and agree that Willoughby Workspaces at The Charlton Abbott shall not be responsible for the actions of any other person, guest, or invitee

using Services at the Premises, or any third party or third party products on or provided in

connection with the Premises. Willoughby Workspaces at The Charlton Abbott does not run

background checks on any person, guest, invitee or third party and does not endorse, support

or verify any information, fact, opinion, recommendations, products or Profiles, as

applicable, of any person, guest, invitee or third party. If a dispute arises between any

person, guest, invitee or third party, we shall have no responsibility or obligation to

participate, mediate or indemnify any party.

**(c)** Limitation of Liability**.** To the extent permitted by law, the aggregate monetary liability of

any of Willoughby Workspaces at The Charlton Abbott 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 Willoughby Workspaces at The Charlton Abbott under these Terms and/or

Agreement for the Service from which the claim arose in the twelve (12) months prior to the

claim arising, except to the extent that any of the foregoing was caused by or arose out of you

or your employees, agents, guests or invitees negligence or misconduct. None of the

Willoughby Workspaces at The Charlton Abbott 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.

**(d)** We are not liable for any loss sustained as a result of any mechanical breakdowns, strike, unforeseen damage to property such as a weather event or act of God, delay or failure of any

team member manager or caretaker to perform their duties, that make the Premises

unaccessible. You expressly and specifically agree to waive, and agree not to make any claim

for damages, direct, indirect, punitive, special or consequential, including, but not limited to,

lost business revenue, profits, or data, for any reason whatsoever, arising out of this section of

the Agreement and due to an unavailability of the Premises due to factors outside of

Willoughby Workspaces at The Charlton Abbott's control.

**(e)** Arbitration Required. In the event issues arise between a Member, Authorized Guest, or

any other person with an interest in this Agreement and Willoughby Workspaces at The

Charlton Abbott or Willoughby Workspaces at The Charlton Abbott Parties, such issue must

be resolved by mandatory and binding Arbitration in accordance with the rules of the

American Arbitration Association and Administered by the American Arbitration

Association. The place of the arbitration shall be Lake County, Ohio, and the Judgment on

the award rendered by the arbitrator(s) may be entered in the Court having jurisdiction

thereof.

That said, You acknowledge and agree that you may not commence any arbitration action or

proceeding against any of Willoughby Workspaces at The Charlton Abbott Parties, whether

in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action,

suit, or proceeding is commenced within twelve (12) months of the cause of action’s accrual.

The parties are seeking to streamline the resolution of any dispute, but should this Arbitration

clause ever be held to be invalid for any reason, then the Parties agree that the matter shall be

filed and heard with the Lake County Court of Common Pleas or a Lake County Municipal

Court. In such a situation, the same twelve (12) month time limit shall apply.

**(f)** Disclaimer of Warranties. To the extent permitted by law, Willoughby Workspaces at

The Charlton Abbott disclaims all warranties and terms, express or implied, with respect to

the Premises or any Services, including warranties, terms or representations as to the

availability, operation, performance and/or use of the Premises or Services, or in connection

therewith. Nothing in the Agreement or Terms shall be construed to give rise to any duty or

obligation by Willoughby Workspaces at The Charlton Abbott beyond those specifically and

expressly set forth.

15. **MISCELLANOUS.**

**(a)** Personal Property. We are not responsible for any property you leave behind in our

Premises. It is your responsibility to ensure that you have secured or retrieved all of your

personal items prior to leaving. Prior to the cancellation, expiration or termination of the

Agreement, your Services and/or Membership, you must remove all of your property from

the Premises. After providing you with reasonable notice, we will be entitled to dispose of

any property remaining in the Premises, and you waive any claims or demands regarding

such property or our handling of such property. You will be responsible for paying any fees

reasonable incurred by Willoughby Workspaces at The Charlton Abbott for such removal,

which you shall pay upon demand of the same.

**(b)** Endorsements & Testimonials. From time to time, Willoughby Workspaces at The

Charlton Abbott 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. All testimonials and endorsements of any type, format, or nature

posted are not verified by Willoughby Workspaces at The Charlton Abbott, and we make 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 therein are not typical.

Willoughby Workspaces at The Charlton Abbott may also make commercial use of images

and video footage of the Premises, and you expressly consent to the use by Willoughby

Workspaces at The Charlton Abbott of any such images or footage for commercial purposes

in perpetuity.

**(c)** 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 ANY THE WAY PARTIES AND RELEASE THE WAY PARTIES FROM

ANY AND ALL SUCH CLAIMS.

**(d)** Cooperation. From time to time, and in its sole discretion, with or without notice,

Willoughby Workspaces at The Charlton Abbott may investigate any actual, alleged or

potential violations of these Terms. You agree to cooperate fully in any of these inquiries.

You further agree to, and hereby waive any and all rights and legal interests in connection

with any such inquiries against Willoughby Workspaces at The Charlton Abbott Parties, and

agree to timely provide any written confirmation as to permissions or licenses in connection

therewith at Willoughby Workspaces at The Charlton Abbott’s request. You further agree to

hold Willoughby Workspace at The Charlton Abbott Parties harmless in connection with any

claims relating to any action taken in connection with any such investigation or inquiry.

**(e)** This is a drug free and non-smoking facility at all times. No exceptions. Member shall not

sell or consume alcohol on premises at any time. Willoughby Workspaces at The Charlton

Abbott reserves the right, in its exclusive discretion, to expel anyone who in its judgment is

intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or

participate in any act jeopardizing the rights, use permit, or insurability of Willoughby

Workspaces at The Charlton Abbott or the safety of its staff, members, guests, or building

contents.

**(e)** Governing Law. These Terms and the transactions contemplated hereby shall be governed

by and construed under the laws of the State of Ohio without regard to conflicts of law

provisions.

**(f)** Severability. If any of these Terms are held to be illegal, invalid or unenforceable, said

provision shall be fully severable. These Terms shall be construed and enforced as if such

illegal, invalid or unenforceable provision had never comprised a part of these Terms and the

remaining provisions of these Terms shall remain in full force and effect and shall not be

affected by the illegal, invalid or unenforceable provision or by its severance from these

Terms.

**(g)** 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 Willoughby Workspaces at Willoughby Workspaces at The Charlton

Abbott’s business, the Premises, or anything contained in the Premises, or arising from the

Agreement, the Services, or your access to the 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.

**(h)** The Charlton Abbott's Contact Information. If you have any questions relating to these terms, please contact Willoughby Workspaces at The Charlton Abbott at info@thecharltonabbott.com

**EXHIBIT A**

**THE WAY Privacy and Network Policy**

Safeguarding your privacy is important to us. Willoughby Workspaces at The Charlton Abbott is

committed to maintaining your trust by protecting personal information that we collect and use.

If you live or are based in the United States, this Willoughby Workspaces at The Charlton Abbott

Privacy Policy (“Policy”) describes how THE WAY Virtual Offices, LLC DBA Willoughby

Workspaces at The Charlton Abbott and its affiliated companies and subsidiaries ("THE WAY

Virtual Offices, LLC DBA Willoughby Workspaces at The Charlton Abbott", “we” or “us”) collect,

use, and disclose your personal information in connection with any website, application, or other

service that refers to or links to the Policy (collectively, our “Services”). Please read the Policy carefully

before you use our Services. You should not use our Services if you are not comfortable with what is

stated below, and your continued use of Services constitutes consent to the practices we describe in this

Policy and the use and sharing of your information as provided herein.

1. **INFORMATION WE COLLECT.** We collect various types of personal information in

connection with the Services, namely: (i) information you provide us directly, (ii) information we

collect about your device(s), (iii) your use of our Services, including through cookies, web

beacons, and other internet technologies; and (iv) information we obtain from third-party sources.

**A.** Personal Information You Provide Us Directly. We collect various types of information and

content that you provide us directly. For example, in order to enroll as a member or to access

some of our Services, you will be requested to provide us with your name, telephone number,

email address, postal address, and where applicable company or organization name. We also

collect other content and information that you provide us directly, including the content and

information you may add to your Profile and photographs or other information or documentation

you submit or provide us and the communications that you transmit through our network. We

collect billing and payment information you provide when you access some of our Services or

purchase products and Services. We also collect information that you provide us when you

participate in our surveys, sweepstakes or events. If you do not provide us with the requested

information, we may be unable to deliver you the Services in full. To the extent that you disclose

to us any personal information of another individual, we assume that you have obtained such

individual’s consent for the disclosure of such personal information as well as the processing of

the same in accordance with the terms of this Policy.

**B.** Information About Your Devises and Use of Services. We collect information about how you

use our Services and other information, as specified below, from and about the computers and

other devices where you access our Services. We use standard internet technologies, such as

cookies and web beacons, to collect information about your computer or device and your online activity,

as explained in more detail in the section on cookies.

The information we collect in this respect is:

(i) your browser type and operating system;

(ii) IP address and device identifiers;

(iii) your browsing behavior on our Services, such as the amount of time spent viewing our

online Services and the links you click within our online Services;

(iv) websites you visit before or after our websites;

(v) whether you have opened or forwarded our e-mails or connected to offers or links that we

send you; and

(vi) your general or specific geographic location, such as through GPS, Bluetooth or Wi-Fi signals

to the extent permitted by the settings of your devices.

If you use our internet connection, networks, telecommunications systems or information

processing systems, your activity and any files or messages on those systems may also be

monitored by Willoughby Workspaces at The Charlton Abbott at any time, in accordance with

applicable law, for the purposes of an investigation or to ensure compliance with company policies.

**C.** Information From Third-Party Sources. We obtain information about you from your company

or organization, including when they may create or supplement your Profile for you in the

Member Portal. You can review and amend this Profile at any time. For further details, see your

Profile at www.thecharltonabbott.com.

We also receive information about you from publicly and commercially available sources and

other third parties as permitted by law. We may combine this information with other information

we receive from or about you, where necessary to provide the Services you requested.

2**. USE OF PERSONAL INFORMATION**. We use the personal information that we collect as

necessary and appropriate for the following purposes:

**A.** To provide our products and Services. We use your personal information to provide you with

the products, Services, and features that you or your company or organization have requested; to

respond to inquiries we receive from you or your company or organization; to verify your

identity; in connection with a transaction that you or your company or organization has initiated;

to deliver notifications and other operational communications; and for troubleshooting;

**B.** To improve our products and Services and to analyze how users navigate and use our products

and Services and individual features;

**C.** To manage the performance of our products and Services;

**D.** For audit and reporting purposes, to perform accounting and administrative tasks, and to

enforce or manage legal claims;

**E.** To deliver advertising and promotional communications. For example, we may periodically

contact you with offers and information about our products, Services, features, and events; to

send you newsletters or other information about topics that we believe may be of interest; to

conduct online surveys; and to otherwise promote our products, Services, features, and events.

We also may deliver targeted advertisements to you, both on and off the Services; and

**F.** For security and to protect, enforce, or defend legal rights, privacy, safety or property, whether

our own or that of our employees or agents or others, and to enforce compliance with

Willoughby Workspaces at The Charlton Abbott policies and to comply with applicable law and

government requests.

**G.** To enhance the community of members, by connecting them via an online directory, in order

to facilitate business and social networking.

3. **SHARING OF PERSONAL INFORMATION**. We disclose your personal information in the

following circumstances to the following parties:

**A.** Our Community. Our Services include online and offline member communities (such as the

Directory), forums and networks that allow you to share and connect with others. We make this

possible for Willoughby Workspaces at The Charlton Abbott members by creating a Profile for

new members that contains your name and the name of your company or other organization. You

can supplement your profile by adding additional information about yourself and your company

or organization and by posting content and comments and you may be able to share your profile

with a broader audience.

**B.** Service Providers. We rely on third-party service providers to perform a variety of services on

our behalf. For example, we may rely on service providers to host data and platforms, fulfill our

product and service requests and answer your questions, send e-mails on our behalf, process

payment card or other transactions, and analyze data to improve our products and Services.

**C.** Other Parties When Required by Law or as Necessary to Provide and Protect Our Services.

There may be instances when we disclose your information to other parties:

i. to provide you with the Services you or your company or organization request, such as a

disclosure of your information to auditors or consultants;

ii. to comply with the law or respond to legal process or a request for cooperation by a

government entity or law enforcement;

iii. to detect, suppress, and prevent fraud or verify and enforce compliance with the policies

governing our Services; or

iv. to protect our rights, property, and safety or that of any of our respective affiliates, business

partners, customers or employees and where otherwise required by law.

**D.** Other Parties in Connection with a Corporate Transaction. We will disclose your personal

information to an acquiror in the event we sell or transfer all or a portion of a business or assets

to that third party, such as in connection with a merger or in the event of a bankruptcy

reorganization or liquidation.

**E.** Third-Party Partners, With Your Consent. We may request your consent to share personal

information about you with third parties so that they may provide you with special offers,

promotional materials, and other materials that may be of interest to you.

**F.** Other Parties at Your Company’s or Organization’s Direction. In addition to the disclosures

described in this Policy, we may share information about you with third parties when your

company or organization requests such sharing. For example, we periodically may partner with

third parties to make products or services available to individual members or participating

companies and organizations. If you or your company or organization requests to participate, we

may share your information with the relevant third party in connection with the requested

product or service.

**G**. Aggregated and Non-Personal Information. We share information with third parties in a

manner that does not identify particular individuals, such as information that has been aggregated

with other records. Our Services may contain links to other sites that we do not own or operate.

We may provide links to these third-party sites as a convenience to our members. They are not

intended as an endorsement of or referral to the linked services. The linked services are subject

to their separate and independent privacy statements, notices, and terms, which we recommend

you read carefully. The collection, use, and disclosure of your personal information will be

subject to the privacy policies of the third party and not this Policy.

4. **THIRD PARTIES CONTENT OR FUNCTIONALITY PARTNERS.** We partner with third

parties to collect, analyze, and use some of the personal information described in this Policy,

including:

**A.** Third-parties that provide features and functionality on the Services by means of plug-ins.

Even if you do not click on or interact with social networking services or other plug-ins, they

may collect information about you, such as your IP address and the pages that you view.

**B**. Advertising providers help us and our advertisers provide advertisements on our Services or

elsewhere, including advertisements that are targeted based on your online behavior, and

analytics companies help us measure and evaluate the usage of our Services.

**C.** Other content providers may offer products and services on our Services and may operate

contents, sweepstakes, or surveys on our Services.

These third parties collect or receive certain information about your use of our Services,

including as further set forth in Section 10 below, and this information may be collected over

time and combined with information collected across different websites and online services.

Some of these companies participate in industry-developed programs designed to provide

consumers choices about whether to receive targeted advertising. Please visit the websites

operated by the Network Advertising Initiative and the Digital Advertising Alliance to learn

more. Further information in local languages may be available at Your Online Choices.

5. **INFORMATION SECURITY.** We have in place various procedures to safeguard your

information. Although we take such steps to protect your information, no security program is

foolproof and thus we cannot guarantee the absolute security of your personal or other

information.

6. **REVIEWING AND UPDATING YOUR INFORMATION**. In accordance with applicable

law, you may have the right to access, update, or correct inaccuracies in your personal

information in our custody and control, subject to certain exceptions prescribed by law. If you

would like to access, review, or update your information, please e-mail info@tw-vo.com.

7. **ACCESSING, REVIEWING, AND UPDATING YOUR PERSONAL INFORMATION**. To

the extent provided for under applicable law, you may have the right to access your personal

information and to update or correct inaccuracies in your personal information in light of the

nature of our certain aspects of the Services. If you would like to exercise any of these rights,

please send an e-mail to info@tw-vo.com.

8**. CHANGES TO THIS PRIVACY POLICY IN THE FUTURE.** Privacy laws and guidelines

are part of a constantly changing environment. We reserve the right, at our discretion, to change,

modify, add, or remove portions of this Policy at any time. We encourage you to review this

Policy periodically to ensure that you are aware of our current privacy practices, although we

may also elect to notify you by e-mail or by posting something on some or all of our online

Services. Your continued use of our Services following any changes signifies your acceptance of

these changes.

9. **QUESTIONS OR COMMENTS.** If you have any questions or comments regarding our

Policy, please contact us at: Willoughby Workspaces at The Charlton Abbott

Email: info@thecharltonabbott.com

10**. COOKIES, WEB BEACONS, AND OTHER INTERNET TECHNOLOGIES**. We, as well as

certain third parties that provide content and other functionality on our Services, may use

cookies, web beacons and other similar technologies on our online Services.

1. **Cookies**. A cookie is a small file that may be stored on your computer or other device. A cookie

enables the entity that put the cookie on your device to recognize it across different websites, services,

devices, and browsing sessions. When you use a web browser to access the Services, some browsers

may allow you to configure your browser to accept all cookies, reject all cookies or notify you when a

cookie is sent. Click the “Help” menu of your browser to learn more about how to change your cookie

preferences. The operating system of your device may

contain additional controls for cookies. Please note that disabling cookies may affect your ability

to access and use certain features of the Services. To learn more about cookies and how to manage

them, please click here.

**B. Web Beacons**. Web beacons and similar technologies are small bits of code, which are

embedded in web pages, ads, and e-mail, that communicate with third parties. We may use web

beacons, for example, to count the number of users who have visited a particular web page, to

deliver or communicate with cookies, and to understand usage patterns. We also may include

web beacons in e-mails to understand whether messages have been opened, acted on, or forwarded.

**C. Other Technologies**. There are other local storage and Internet technologies, such as Local

Shared Objects (also referred to as “Flash cookies”) and HTML5 local storage, that operate similarly to

the cookies discussed above in that they are stored on your device and can be used to

store certain information about your activities and preferences across different services and

sessions. Please note that these technologies are distinct from cookies, and you may not be able

to control them using standard browser tools and settings. For information about disabling or

deleting information contained in Flash cookies, please click here.

**D. How We Use These Technologies**. We use these technologies for the following purposes:

 Administering and improving our Services, including helping us measure and research the

effectiveness of our content, features, advertisements, and other communications. For example,

we measure which pages and features website visitors are accessing and how much time they are

spending on our webpages. We may include web beacons in e-mails, for example, to understand

whether messages have been opened, acted on, or forwarded.

**ii.** Storing your sign-in credentials and preferences so that you don’t have to enter those

credentials and preferences every time you log on to a Service.

**iii.** Helping us and third parties provide you with relevant content and advertising by collecting

information about your use of our Services and other websites.

By continuing to use the Services, you consent to our use of cookies, web beacons, and other Internet technologies as described above.

By signing this document, I understand the Business policies and procedures of my 6-month membership at Willoughby Workspaces at The Charlton Abbott.

Member signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Willoughby Workspaces staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Note: Please sign, print, and return it to a staff member at Willoughby Workspaces to sign and make a copy of the agreement to give you.

Willoughby Workspaces at The Charlton Abbott

37903 Euclid Ave.

Willoughby, OH 44094

[www.willoughbyworkspaces.com](http://www.willoughbyworkspaces.com)

440-710-6561