



Occupancy Periods

Address: 1436 North Bond Street, Baltimore, MD, Room 3

PADSPLIT MEMBERSHIP AGREEMENT

Please read this Membership Agreement ("Agreement") carefully as it contains important information about your legal rights, remedies and obligations. By clicking the "I Accept" button when registering as a Member on PadSplit's Platform, or by accessing or using a Room and Facility, you agree to comply with and be bound by this Agreement.

Please note: Section 15 of the Terms and Conditions Applicable to PadSplit Members contain an arbitration clause and class action waiver that applies to all Members. It affects how disputes with Your Company are resolved. By accepting this Agreement, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last Updated: March 6, 2023

TERMS AND CONDITIONS APPLICABLE TO PADSPLIT MEMBERS

This Agreement constitutes a legally binding agreement between you and Your Company (as defined below) governing your access to and use of your Room and your Facility. Your Company is identified during your registration process as a Member as more particularly set forth below. Your Company acts through its manager, PadSplit, Inc ("PadSplit"). When this Agreement mentions "Company," "PadSplit", "we," "us," or "our," it refers to Your Company acting through PadSplit, as its manager.

Your use of the PadSplit website, including any subdomains thereof, any other websites through which Your Company makes its services available (collectively, "Site") and PadSplit's mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application" and collectively with the Site, the "PadSplit Platform") and all associated services are governed by PadSplit's Terms of Service located at padsplit.com/terms-of-use/. Collection and use of personal information in connection with your access to and use of the PadSplit Platform and the Company Services is described in PadSplit's Privacy Policy located at padsplit.com/privacy-policy/.

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1. Definitions

- 1.1. "Common Areas" means the areas in Your Facility accessible for use by all Members of Your Company. Common Areas specifically exclude Rooms.
- 1.2. "Company" means the legal entity that owns or leases a Facility.
- 1.3. "Company Services" means the services provided to you by Your Company including access to Your Room and Your Facility, and the management services provided by PadSplit as Your Company's manager.
- 1.4. "Facility" means a house owned or leased by a Company.
- 1.5. "Member" means an individual who registers as a non-capital member of Your Company on the PadSplit Platform. You are a Member of Your Company.
- 1.6. "Membership" means your non-capital membership in Your Company.
- 1.7. "Room" means a Room in a Facility.
- 1.8. "Your Company" means the legal entity that owns or leases Your Facility.
- 1.9. "Your Facility" means the house owned or leased by Your Company in which Your Room is located.
- 1.10. "Your Membership Fee" is the weekly fee charged to you for your Membership as communicated during your registration for Membership in Your Company.
- 1.11. "Your Room" means the Room in Your Facility that you are permitted to occupy by virtue of your Membership in Your Company.

2. Scope of Company Services

2.1. YOU AGREE THAT YOU ARE A TEMPORARY OCCUPANT OF YOUR FACILITY BY VIRTUE OF YOUR MEMBERSHIP IN YOUR COMPANY. WHILE A MEMBER, YOU SHALL ENJOY THE PROTECTIONS OF AND BE GOVERNED BY THE LAWS CONCERNING FURNISHED LODGING APPLICABLE TO YOUR PARTICULAR STATE. IF YOU VIOLATE THE PADSPLIT MEMBERSHIP RULES, THE PROVISIONS CONTAINED IN THIS AGREEMENT OR DO NOT PAY THE MEMBERSHIP FEE WHEN DUE, YOU AND YOUR BELONGINGS MAY BE REMOVED PURSUANT TO YOUR STATE'S APPLICABLE LAWS AND YOUR MEMBERSHIP RIGHTS IN YOUR COMPANY WILL BE IMMEDIATELY TERMINATED. THIS AGREEMENT AND YOUR MEMBERSHIP MAY CREATE A LANDLORD/TENANT RELATIONSHIP, AND IF SO, ANY REMOVAL WILL BE CONDUCTED PURSUANT TO THE TENANCY OR EVICTION LAWS APPLICABLE IN YOUR STATE AND LOCAL JURISDICTION

BY ACCEPTING MEMBERSHIP IN PADSPLIT AND STAYING AT A FACILITY, YOU CONSENT TO AND EXPRESSLY AGREE THAT YOUR STAY AT THE FACILITY, AND ANY SUBSEQUENT REMOVAL FROM THE FACILITY IS GOVERNED BY YOUR STATE'S APPLICABLE LAWS FOR FURNISHED LODGINGS AND/OR TENANTS AT WILL. A COPY OF YOUR STATE'S APPLICABLE LAWS CAN BE FOUND IN YOUR STATE'S LEGAL CODE. IF YOU WOULD LIKE A COPY OF YOUR STATE'S LAWS SURROUNDING FURNISHED LODGINGS OR TENANCY AT WILL, PLEASE CONTACT LEGAL@PADSPLIT.COM AND THEY WILL BE PROVIDED TO YOU.

We do not offer services to the general public, but exclusively to our Members, who are subject to application and acceptance into a Company. Services may be offered on a nightly basis as needed or at the discretion of Your Company.

2.2. The PadSplit Platform is an online marketplace that enables registered users to join a Company as a Member for the purpose of accessing a Room and its related Facility. Each Facility is owned by a separate and distinct Company. Joining Your Company as a non-capital Member provides you with the right to access the Common Areas and Your Room in Your Facility. Membership in Your Company does not provide you with any rights with respect to any other Company or Facility referenced on the PadSplit Platform.

2.3. As the provider of the PadSplit Platform and the manager of Your Company, PadSplit facilitates your Membership in Your Company and enforcement of the terms of this Agreement. However, Your Company alone is responsible for Your Room and Your Facility. Your Membership in Your Company creates a contractual relationship between you and Your Company as detailed in this Agreement. PadSplit is not and does not become a party to or other participant in any contractual relationship between you and Your Company, nor is PadSplit acting as a real estate broker or insurer. **Further, as distinct and separate legal entities, neither PadSplit nor any other Company referenced on the PadSplit Platform will have any liability to you in connection with your Membership in Your Company or related use of Your Room and/or Your Facility.**

2.4. While PadSplit performs background checks on each Member on behalf of Your Company, and will make efforts to resolve disputes of Members who violate Your Company's rules as contained in this Agreement, PadSplit and Your Company have no control over and will not be responsible for, nor have any liability for, the conduct or behavior of any Member or third party. You should



always exercise due diligence and care when deciding whether to stay in Your Room and Your Facility or communicate and interact with other Members in Your Facility.

3. **Eligibility, Member Verification**

3.1. In order to access and use the PadSplit Platform or register as a Member you must be an individual at least 18 years old and successfully complete PadSplit's background verification process.

3.2. Member verification on the Internet is difficult and PadSplit and Your Company do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency, fraud prevention and screening purposes, and as permitted by applicable laws, we or our contractors will (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases (including, but not limited to, credit file data) or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks (if available). We run credit checks to ensure that each Member is capable of meeting its financial obligations under this Agreement, and to ensure that no Member is subject to a level of financial distress that would pose a risk of theft or other financial crimes to other Members sharing a Facility.

4. **Modification of this Agreement**

We reserve the right to modify this Agreement at any time in accordance with this provision. If we make changes to this Agreement, we will post the revised Agreement on the PadSplit Platform and update the "Last Updated" date at the top of this Agreement. If you disagree with the revised Agreement, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement within 30 days after the date the revised Agreement becomes effective, your continued access to or use of Your Room and/or Your Facility will constitute acceptance of the revised Agreement.

5. **Account Registration**

5.1. You must register an account ("**PadSplit Account**") to access and use certain features of the PadSplit Platform, including establishing your Membership.

5.2. You can register a PadSplit Account using an email address and creating a password.

5.3. You must provide accurate, current and complete information during the registration process and keep your PadSplit Account information up to date at all times.

5.4. You may not register more than one (1) PadSplit Account. You may not assign or otherwise transfer your PadSplit Account to another party.

5.5. You are responsible for maintaining the confidentiality and security of your PadSplit Account credentials and may not disclose your credentials to any third party. You must immediately notify PadSplit if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your PadSplit Account. You are liable for any and all activities conducted through your PadSplit Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

6. **Service Fees; Security Deposit; Other Fees**

6.1. Payments of Your Membership Fee shall be made on a weekly basis to PadSplit by electronic payment. Payment shall be due upon the due date you designated when booking the room and remitted electronically to PadSplit based on its specific written direction. If payment is not received when due, a late charge of \$25 per week will be assessed. Your Membership Fee is non-refundable.

6.2. PadSplit reserves the right to change Your Membership Fee at any time and will provide you adequate notice of any fee changes before they become effective.

6.3. You will be charged \$30 for replacement of lost keys to Your Room and/or Your Facility.

7. **Rights to Your Room and Your Facility**

7.1. You understand that your Membership in Your Company provides you a limited license granted to you by Your Company to enter, occupy and use Your Room and Your Facility for the duration of your Membership, during which time Your Company and the other Members of Your Company retain the right to enter Your Facility, in accordance with this Agreement and applicable law.

7.2. You agree to leave Your Room and Your Facility no later than the date your Membership in Your Company expires or terminates for any reason. If you fail to pay Your Membership Fee when due or fail to abide by any Company Rules, your Membership in Your Company shall terminate immediately and Your Company, through PadSplit, shall be authorized to remove you from Your Facility under applicable State and Local Law. If you stay past the expiration or termination of your Membership ("**Overstay**"), you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee equal to three (3) times Your Membership Fee (prorated on a nightly basis) to cover the inconvenience suffered by Your Company, plus any legal expenses incurred by Your Company and/or PadSplit to make evict you under applicable state and local law (collectively, "**Overstay Fees**").

8. **Damage to Your Room/Facility, Disputes between Members**

8.1. As a Member, you are responsible for leaving Your Room and Your Facility (including any personal or other property located in Your Room or Your Facility) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, Your Room and/or Your Facility.

8.2. If you have damaged Your Room or Your Facility or any personal or other property located in Your Room or Your Facility (each a "**Damage Claim**"), Your Company, through PadSplit, will collect any such sums from you required to cover the Damage Claim. Your Company also reserves the right to otherwise collect payment from you and pursue any remedies available to it in this regard in situations in which you are responsible for a Damage Claim. You will also be responsible for compensating Your Company, through PadSplit for any missing personal or other property provided by Your Company that is missing at your move-out (each a "Missing Property Claim"). You agree to cooperate with and assist PadSplit in good faith, and to provide PadSplit with such information and take such actions as may be reasonably requested by PadSplit, in connection with any Damage Claims, Missing Property Claims or other complaints or claims made by Your Company or any of its Members relating to Your Room, Your Facility or any personal or other property located therein. A Member shall, upon PadSplit's reasonable request and at no cost to the Member, participate in



mediation or a similar resolution process with another Member, which process will be conducted by PadSplit or a third party selected by PadSplit or its insurer, with respect to losses for which a Member is requesting payment from PadSplit or from you.

8.3. You understand and agree that Your Company, through PadSplit, may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused, or been responsible for, to any personal or other property, including Your Room or Your Facility. You agree to cooperate with and assist PadSplit in good faith, and to provide PadSplit with such information as may be reasonably requested by PadSplit, to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as PadSplit may reasonably request to assist PadSplit in accomplishing the foregoing. ***You further understand and agree that PadSplit may, at PadSplit's sole discretion without the need for additional notice, charge your credit or debit card on file for any Damage and or Missing Property Claim.***

9. Taxes

9.1. You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where Your Facility is located may require certain taxes to be collected from you and to be remitted to the respective tax authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a set amount per day, or other variations ("**Occupancy Taxes**"). Your Company may decide, in its sole discretion, to facilitate collection and remittance of Occupancy Taxes from you, in accordance with this Agreement ("**Collection and Remittance**") if such jurisdiction asserts Your Company has an Occupancy Tax collection and remittance obligation. In any jurisdiction in which Your Company decides to facilitate direct Collection and Remittance, you hereby instruct and authorize PadSplit, as Your Company's manager, to collect Occupancy Taxes from you on Your Company's behalf at the time Your Membership Fee is collected, and to remit such Occupancy Taxes to the appropriate tax authority. The amount of Occupancy Taxes, if any, collected and remitted by PadSplit will be visible to and separately stated you when collected.

9.2. You agree that any claim or cause of action relating to PadSplit's facilitation of Collection and Remittance of Occupancy Taxes shall not extend to any supplier or vendor that may be used by PadSplit in connection with facilitation of Collection and Remittance, if any. You agree that we may seek additional amounts from you in the event that the taxes collected and/or remitted are insufficient to fully discharge your obligations to the tax authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by PadSplit from the applicable tax authority in accordance with applicable procedures set by that tax authority.

10. PADSPLIT MEMBERSHIP Rules; PadSplit Access, Enforcement and Maintenance

10.1 You acknowledge and agree that certain house rules may apply to your Membership in Your Company and your use of Your Room and Your Facility, and that violation of any of these rules will be grounds for termination of your Membership pursuant to PadSplit's Rules Violation Procedure and your removal from Your Facility pursuant to applicable State and Local Laws. A copy of the applicable house rules will be available to you for review prior to your move in date.

11. Term and Termination, Suspension and other Measures

11.1. Your Membership starts on the date provided to you by PadSplit which is conditioned upon your approval as a Member. The minimum Term of this Agreement is 31 days. Your Membership renews on a weekly basis thereafter, conditioned on payment of Your Membership Fee.

11.2. Your Company may immediately, without notice, terminate Your Membership and remove you from Your Room and Your Facility (i) if you have materially breached your obligations under this Agreement, including without limitation failure to make timely payment of Your Membership Fee or violation of the Company Rules, (ii) if you have violated applicable laws, regulations or third party rights, (iii) if we believe in good faith that such action is reasonably necessary to protect the personal safety or property of Your Company, its Members, or third parties; or (iv) for any other reason set forth in this Agreement (each such termination being references as termination for "**Cause**").

11.3. If Your Company terminates your Membership for Cause, you agree that such termination will be effective immediately upon notification of such termination to you by PadSplit, orally or in writing, and that you will not be entitled to any refund of fees paid by you for your Membership. If your Membership is terminated by Your Company other than for Cause, PadSplit (as Your Company's manager) will refund amounts pre-paid by you for the portion of your terminated Membership, on a pro-rated basis. Upon termination of Membership for any reason, all monies owed by you to Your Company, including without limitation Your Membership Fee, payments for Damage Claims or any other amounts due from you to Your Company, are immediately due and payable in full.

11.5. Sections 2.3, 6, 8 and 11 through 18 of this Agreement shall survive any termination or expiration of this Agreement.

12. Disclaimers

If you choose to use the Company Services, you do so voluntarily and at your sole risk. The Company Services are provided "as is", without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the Company Services you are receiving and that you are not relying upon any statement of law or fact made by Your Company or PadSplit relating to Membership in Your Company or your use of Company Services.

If Your Company, through PadSplit as its manager, chooses to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, Your Company and PadSplit disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

You agree that your use of the Company Services, including without limitation your use of Your Room and Your Facility, may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Company Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Company Services. You assume full responsibility for the choices you make before, during and after your participation in a Company Service. If you are bringing a minor as an additional guest, you are solely responsible for the supervision of that minor throughout the duration of your Company Service and to the maximum extent permitted by law, you agree to release and hold harmless Your Company and PadSplit from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Company Service or in any way related to your use of any Company Service.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

13. Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the PadSplit Platform, any Company Service, including without limitation your use of Your Room or Your Facility, or any other interaction you have with other Members whether in person or online remains with you. Neither Your Company, PadSplit nor any other party



involved in creating, producing, or delivering the PadSplit Platform or Company Services, including your use of Your Room or Your Facility, will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) this Agreement, (ii) from the use of or inability to use the PadSplit Platform or Company Services, or (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the PadSplit Platform or Company Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Your Company or PadSplit has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. In no event will Your Company's aggregate liability arising out of or in connection with this Agreement and your use of the PadSplit Platform or Company Services, including your use of Your Room and Your Facility, or interactions with any other Members, exceed Your Membership Fees you have paid in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Your Company and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

14. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend, indemnify, and hold Your Company and its affiliates, subsidiaries and manager, including but not limited to, PadSplit, the Owner of Your Facility, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of this Agreement, (ii) your improper use of the PadSplit Platform or any Company Services, including without limitation use of Your Room and Your Facility in violation of this Agreement, (iii) your interaction with any Member, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, (iv) PadSplit's Collection and Remittance of Taxes, or (v) your breach of any laws, regulations or third party rights.

15. Dispute Resolution and Arbitration Agreement

15.1. This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against Your Company in the United States (to the extent not in conflict with Section 17).

15.2. *Overview of Dispute Resolution Process.* Your Company is committed to participating in a member-friendly dispute resolution process. To that end, this Agreement provide for a two-part process for individuals to whom Section 15.1 applies: (1) an informal negotiation directly with PadSplit's customer service team (as Your Company's manager), and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules (as modified by this Section 15 and except as provided in Section 15.6). Specifically, the Consumer Arbitration Rules provide:

Claims can be filed with AAA online (www.adr.org);

Arbitrators must be neutral and no party may unilaterally select an arbitrator;

Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;

Parties retain the right to seek relief in small claims court for certain claims, at their option;

The initial filing fee for the consumer is capped at \$200;

The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;

The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

15.3. *Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and PadSplit (as Your Company's manager) each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact PadSplit's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

15.4. *Agreement to Arbitrate.* You and Your Company mutually agree that any dispute, claim or controversy arising out of or relating to this Agreement or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the PadSplit Platform, Your Room, Your Facility or the Collective Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Your Company agree that the arbitrator will decide that issue.

15.5. *Exceptions to Arbitration Agreement.* You and Your Company each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

15.6. *Arbitration Rules and Governing Law.* This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

15.7. *Modification to AAA Rules - Arbitration Hearing/Location.* In order to make the arbitration most convenient to you, Your Company agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Fulton County; (c) in any other location to which you and Your Company both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

15.8. *Modification of AAA Rules - Attorney's Fees and Costs.* You and Your Company agree that Your Company will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Your Company agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

15.9. *Arbitrator's Decision.* The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.



15.10. *Jury Trial Waiver.* You and Your Company acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

15.11. *No Class Actions or Representative Proceedings.* You and Your Company acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and Your Company both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 15.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 15.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Your Company agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

15.12. *Severability.* Except as provided in Section 15.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

15.13. *Changes.* Notwithstanding the provisions of Section 4 ("Modification of this Agreement"), if Your Company changes this Section 15 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Your Company's email to you (through PadSplit, as its manager) notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Your Company (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Your Company.

15.14. *Survival.* Except as provided in Section 15.12 and subject to Section 11.5, this Section 15 will survive any termination of this Agreement and will continue to apply even if you stop using the PadSplit Platform or terminate your use of Your Room and Your Facility.

16. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the PadSplit Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the PadSplit Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

17. Applicable Law and Jurisdiction

This Agreement will be interpreted in accordance with the laws of the State of Georgia and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 15 must be brought in state or federal court in Fulton County, Georgia, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Fulton County, Georgia.

18. General Provisions

18.1. Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, this Agreement constitute the entire Agreement between Your Company and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Your Company and you in relation to the access to and use of the Company Services, including without limitation, use of Your Room and Your Facility. No joint venture, partnership, employment, or agency relationship exists between you and Your Company as a result of this Agreement or your use of the Company Services.

18.2. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

18.3. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

18.4. Your Company's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise permitted under law.

18.5. You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Your Company's prior written consent. Your Company may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion. Your right to terminate this Agreement at any time remains unaffected.

18.6. Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by PadSplit, as Your Company's manager, via email, PadSplit Platform notification, or messaging service (including SMS and Chat).

FLORIDA MEMBERSHIP AGREEMENT ADDENDUM

This Addendum adds the following paragraphs to the Membership Agreement between You and PadSplit.

- **Purpose of the Addendum.** Your Membership Agreement is being amended to include the provisions of this Addendum.
- **Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- **Term of the Membership Agreement.** The term of Your Membership Agreement shall begin on your occupancy in a PadSplit unit and shall continue for a period of six (6) months and one day ("Initial Term") wherein after the Initial Term, your Membership Agreement will automatically renew on a week to week basis.
- **Termination of Your Membership Agreement.** PadSplit may terminate your Membership Agreement at any time pursuant to the provisions of the Membership Agreement. You may terminate your Membership Agreement for any reason in the Initial Term upon paying to PadSplit a termination fee of Ten US Dollars (\$10.00) with the termination effective upon your move out. You may terminate your Membership Agreement after the Initial Term pursuant to the terms of the Membership Agreement.



- **Applicable Law.** Your Membership in PadSplit shall be governed by Florida Statutes at Part II, Chapter 83, Florida Residential Landlord Tenant Act.

18.7. If you have any questions about this Agreement please email us at legal@padsplit.com.

Signed by: Kory Young(UID: 788433) on August 1, 2026