

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

- 1. Overview.** These Terms and Conditions (the "Terms") describe your obligations in connection with receipt and use of services provided by Beachworx (the "Services", as further described below). If you have any questions about these Terms, please contact **info@theBeachworx.com**. By subscribing to or using the Services, you are agreeing to abide by and be bound by these Terms.
- 2. Who we are.** For the purposes of these Terms "we" is Beachworx, LLC or any affiliate set forth on your invoice. We reserve the right to change the legal entity that charges you for the Services.
 - o The relevant entity with which you enter these Terms shall be known in these Terms as "we," "our" "us" or "Beachworx".
- 3. Who you are.** References to "you," "your" and similar words in these Terms refer to the individual or authorized officer of entity registering for any Services as well as your guests and agents. 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.
- 4. Our Services.** For the avoidance of doubt, references to "Services" in these Terms refer to your access to and use of our online member network, member-only events and offerings and use of space in any of our Beachworx locations (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 Membership. Third Party Services are provided solely by the applicable third party ("Third Party Service Providers") and are 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 at <https://www.thebeachworx.com/faq> 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.
- 5. 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 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 in some cases will provide you with notice of changes to these 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 Beachworx website at <https://www.thebeachworx.com/faq>. Most changes will be effective immediately upon notice, except that pricing and fee changes will only be effective upon your next subscription period. If you don't agree to the changes, you may cancel your Membership or Add On-Plans at any time, pursuant to section 10 of this agreement, but there are no refunds for early cancellation.
- 6. Availability of Services.** The Services are available to members and guests who are at or above the legal age in the jurisdiction where such member or guest is receiving such Services. Kindly be certain you qualify. You agree to provide us with

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

accurate and complete information about yourself when you register with us and as you use the Services.

7. **Passwords and keycards.** Don't reveal your account password(s) or transfer your keys 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 our property, and you must return them immediately upon termination or expiration of your Membership or Add-On Plan. You may be charged a replacement fee for any lost or damaged Access Devices.
8. **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 Beachworx 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 info@theBeachworx.com. If your 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 US. You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.
9. **Payments.** By signing up for a Membership, Add-On Plan, or any other Services (including any Service Packages or Conference Room reservations) and providing your payment information, you agree to pay us the security deposit, recurring or nonrecurring fees associated with the particular 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. 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; payments will be made 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. Security deposits, pro-rata fees, overage fees and other non-recurring fees may be charged immediately upon accrual of such fees, otherwise they will be charged on the first (1st) of each month with the membership bill run. 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 incur a taxable late charge fee – 10% of the total charges due. Failure to make payment along with current late charges due by the tenth (10th) of the month will result in immediate cancellation of your membership and forfeiture of your security deposit. Further,

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

your use of the Services will be immediately suspended, or terminated at our sole discretion if we are unable to charge your payment method on file for any reason, at any time. 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. Private office memberships of annual terms are subject to a 5% increase upon annual renewal. 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.

10. **Cancellation & Refund Policy.** All membership, booking and set-up fees are taxable and are non-refundable. All fees must be paid in U.S. dollars. Security deposits for private offices and monthly coworking memberships may be refunded at Beachworx's discretion; any refund may be subject to deductions, including but not limited to cost associated with cleaning, sign removal, abandoned property removal, damages to the Premises, and/or penalties for failure to return access devices by the last day of active membership, and/or failure to comply with house rules and/or cancellation policy. Virtual membership security deposits are not refundable. Written notice of your intention to cancel a membership is required to be received and acknowledged by info@thebeachworx.com at least 30 days prior to the next billing cycle. Billing cycles are the first day of each month. An early termination of an annum membership will cause the remaining balance to immediately become due and will result in the forfeiture of a security deposit of eligible membership types.
11. **House Rules.** In general, we expect that you will not perform any activity that is illegal, reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, yourself, any guests or any other third parties, or the property of any of the foregoing. If you have questions about the guidelines for any of our Premises, please submit a request at info@theBeachworx.com. We reserve the right to refuse anyone service and/or access to the facility so long as the refusal does not violate anti-discrimination laws or adversely affect a protected class.
12. **Service Restrictions.** An Individual Membership account, Temporary Access Pass and/or Add-On Plan, to the extent applicable, is specific to you. With a Hospitality and Corporate Hot Desk Plan, Hospitality and Corporate Membership allows innumerable persons to use the account and share account credentials or Access Device based upon maximum usage limits of three persons per membership at a time.

Members may host guests only if the Member has rented a private office or board or conference rooms, and such guests may only use such private office or board or conference room during the time such space is rented by the Member. Otherwise, guests shall pay the current rate for access to selected space at the time of accessing Beachworx. Notwithstanding anything herein to the contrary, we reserve the right to refuse entry to and/or remove any person from the Premises who we, in our sole discretion, determine has violated these Terms and Conditions or is not authorized to be in the Premises.

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

13. **Beachworx Plans.** a. "Coworking Membership" includes usage of Workspace in a shared office environment, with seating that is first come, first served subject to desk availability in the applicable Premises. b. "Designated Desks" includes usage of a Designated Hot Desk in a coworking/shared office environment. c. "Private Offices" includes usage of fully furnished office with desk(s), chair(s), and filing cabinet(s). d. "Virtual" includes a business mailing address, mail receipt and/or forwarding of USPS Mail, and light package delivery by courier services, along with access to the member network online or through our member portal, located at: <https://11067beach.yardikube.com/member/content/login - /appaccess/login>. Virtual members are included in our community and will be invited to Beachworx member-only events and programs. "Private Office Day Pass" includes access to a private office, reserved at a minimum of 4 hours at the current hourly rate, plus tax. "Regular Business Hours" are generally from 8:00 a.m. to 5:00 p.m. Monday – Friday in the time zone where the applicable Premises is located. Beachworx will be closed on specific legal holidays and announces its closures via social media, on premise and via email to current members. Regular Business Hours and Regular Business Days are subject to change in our sole discretion.
14. **Security.** You may be required to present a valid, government-issued photo identification in order to gain access to our Premises. 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 property. It is your obligation to notify your guests of this policy.
15. **Additional Services.** Additional Services may be available to you, either in connection with specific Premises or 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 info@theBeachworx.com or contact the applicable community team at any Premises. 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.
16. **Conference Rooms and Workspaces.** You may rent Conference Rooms and/or purchase other Services (such as equipment rental and catering) subject to availability and subject to the standard fees for such Conference Rooms and Services. Such Fees are subject to change from time to time.
17. **Mail.** Subject to select membership type (Virtual Gold, Virtual Platinum, Monthly Coworking Package(s) and Monthly Private Office memberships), you may be eligible to receive mail and light packages at one of our locations. If you subscribe to one of these memberships, we will accept mail and deliveries on your behalf and make deliveries available for pick up during such Premises' Regular Business Hours on such Premises' Regular Business Days. There may be additional charges for failure to pick up mail or packages after 7 calendar days (Virtual Gold, Virtual Platinum). Such charges will be available in the mail app. It is your responsibility to update your mailing address with the USPS and all couriers upon termination of your membership. We are under no obligation to accept or store mail for inactive members. We have no obligation to store any mail or packages for more than thirty (30) days after receipt, and if any mail or packages are discarded after being held for thirty (30) days, you expressly waive any and all claims for or arising out of such discarded items. This feature is meant to allow you to accept business correspondence from time to time. It is not meant to be an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

oversized mail or packages. WE ARE NOT RESPONSIBLE FOR LOST, STOLEN OR DAMAGED MAIL OR PACKAGES.

18. **Property.** We are not responsible for any property you leave behind in any of our Premises. 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 Beachworx Membership and/or Coworking Day Pass, or other reservation, you must remove all of your property from all Beachworx Premises. We will attempt to identify the owner of lost and found items and if we can identify the owner, we will attempt to provide you with reasonable notice and time to retrieve such items. We reserve the right to dispose of any property remaining in any of our Premises. You waive any claims or demands regarding such property or our handling of such property. You are responsible for paying any fees reasonably incurred by us regarding such removal.
19. **Damage.** You are responsible for and agree to pay for all loss or damage to our property, including the Premises and property therein, caused by you or your guests or agents.
20. **Common areas.** If you are accessing our space pursuant to these terms, common spaces in our Premises 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 Premises and ending at the time immediately following your reserved time in the Premises. Common spaces are for temporary use and not as a place for continuous, everyday work.
21. **Compliance with Law.** You agree not to violate any applicable law or regulation while using the Services or Premises. You also agree that you will not violate the rights (including without limitation intellectual property rights) of any other person while using the Services or Premises.
22. **Technology Release.** We 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. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE OR TECHNICAL SUPPORT SERVICES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR OTHERWISE. WITHOUT LIMITING THE FORGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. You agree that we are not responsible for any loss or damage resulting from such software installation or technical support, including without limitation damage to any of your electronic equipment or systems related to such technical support or software installation. Furthermore, you acknowledge that you have no expectation of privacy with respect to Beachworx's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and, if applicable, 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 us.
23. **Pets.** Absolutely no pets allowed in the Premises. Beachworx will comply with the Americans with Disabilities Act and allow harnessed dogs trained as service animals to perform tasks assisting a person with a disability to access the property. Beachworx is not bound by law to allow companion/emotional support animals on premise. In any such event that your service animal, companion animal or pet enters

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

the Premises, you will be solely responsible for any injury or property damage caused by the animal to you, your employees, Beachworx's employees, agents or guests.

24. **You and other members.** We do not control and are not responsible for the actions of other members or any other third parties. If a dispute arises between members or their agents or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.
25. **Account termination.** We may, at our sole discretion, with or without cause 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 with or without cause. We may also at any time terminate your account, Membership, Private Office Day Pass and/or Daily Coworking Pass if we discontinue the Membership and/or Daily Coworking or Private Office Day Pass program at a particular premises or at all premises. You can cancel your account by submitting a request at info@theBeachworx.com. Written notice of your intention to cancel a membership is required to be received by info@thebeachworx.com at least 30 days prior to the next billing cycle. Billing cycles are the first day of each month. An early termination of an annum membership will cause the remaining balance to immediately become due and will result in the forfeiture of a security deposit, if any exists. 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) we 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. 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 due payment, despite termination or expiration of your Membership and/or Day Pass type. Sections 10 (to the extent any payment amounts are outstanding), 17, 22, and 28-40 shall survive any termination or expiration of these Terms.
26. **Personal Information and Advertisements.** You agree that we may share personal information you provide us with third parties and business partners. You further agree that we may collect information regarding you or your use of the Services and that we may share such information to third-parties and our business partners for their marketing purposes. 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.
27. **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. We neither verify 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 us, and we make no warranty or representation as to their accuracy. Thus, you may not rely on testimonials or endorsements.
28. **Use of the BEACHWORX Name; Photos of the Premises.** You may not take, copy or use for any purpose the name "Beachworx" or any of our other business

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

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 Beachworx properties, without our prior consent.

29. **Waiver and Release of claims.** To the fullest extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, release Beachworx, and its landlords and the Premises, affiliates, parents, and successors and each of their employees, assignees, officers, agents, shareholders, owners, and directors (collectively, the "Beachworx Parties") from any and all claims, loss, damage, personal injury, or damage to, or destruction, theft, or loss of, any property, person or service animal that arise out of or result from the Services or your use of the Premises, or any actions or inactions of the Beachworx Parties (the "Claims"). You expressly waive all Claims that you may have against the Beachworx Parties arising out of or relating in any way to the Services or your use of the Premises. This waiver and release expressly waives and releases all Claims, including without limitation claims resulting from or based on the negligence of the Beachworx Parties.
30. **We are not liable for actions of other individuals.** We do not control and are not responsible for the actions of other individuals using the Services or at our Premises. We do not perform background checks on our users, and we are under no obligation to provide any security.
31. **We do 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 our other third-party 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 we 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 our making available access to or discounts for these third-party services does not constitute provision of such third-party services by us, 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.
32. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of any of the Beachworx 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 us under these Terms in the twelve (12) months prior to the claim arising. None of the Beachworx 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 Beachworx 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. For the avoidance of doubt, nothing in these Terms will exclude our liability for intentional torts or intentional misconduct by us.
33. **Disclaimer of warranties and implied terms.** The Services and Premises 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

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

Services, the Premises, 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.

34. **You agree to hold us harmless.** You will indemnify, defend and hold harmless the Beachworx Parties from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, resulting from, in whole or in part, any breach of these Terms by you or your employees or guests, or your or their invitees or any of your or their actions or omissions. You are responsible for the actions of, and all damages caused by all persons 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 Beachworx Parties, imposes any obligation upon any of the Beachworx Parties or does not contain a full and unconditional release of the Beachworx Parties, without our written consent. None of the Beachworx Parties shall be liable for any settlement made without its prior written consent.
35. **You agree to cooperate with us.** From time to time, we may in our sole discretion investigate any actual, alleged or potential violations of these Terms by you or any other member. You agree to cooperate fully in any of these inquiries. You waive any and all rights against the Beachworx Parties and agree to hold them harmless in connection with any claims relating to any action or inaction taken by us as part of our investigation. Nothing herein shall be construed as to require us to conduct any investigation
36. **Governing Law.** These Terms and the transactions contemplated hereby shall be governed by and construed under the law of the State of Florida.
37. **Arbitration and Venue.** Any dispute, controversy or claim arising out of or relating to these Terms, the breach, termination or invalidity of these Terms, or the Services, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Destin, FL before an arbitrator. The arbitration shall be administered by JAMS pursuant to the Comprehensive Arbitration Rules and Procedures of JAMS then in force. YOU UNDERSTAND THAT BY ACCEPTING AND AGREEING TO THESE TERMS YOU ARE WAIVING YOUR RIGHT TO A BRING CLAIMS IN COURT AND ARE WAIVING ANY RIGHT TO A JURY TRIAL. 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 arbitration 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.
38. **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 we 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. You and we 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 we are 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 us including any right to class arbitration or any consolidation of individual arbitration.

BEACHWORX MEMBERSHIP TERMS AND CONDITIONS

39. **Merger.** These Terms as well as our House Rules and any feature-specific guidelines, terms or rules that may be posted or provided to you constitute the entire agreement between us regarding the Services and supersedes and merges any prior proposals, understandings, and contemporaneous communications.
40. **Severability.** 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.
41. **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. Neither your subscription to the Services nor these Terms create any tenancy interest (including any security of tenure), leasehold estate, or other real property interest.
42. **Force Majure.** We shall not be liable for failure to perform any obligations or provide any Services to the extent such failure is caused by fire; flood; explosion; war; riot; embargo; labor disputes; compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities; acts of God or the public enemy; or any act or event of any nature beyond our reasonable control. In no event shall we be liable to you for any special, incidental or consequential damages as a result of delay in performance or failure to perform hereunder.
43. **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.
44. **Contacting us.** If you have any questions relating to these Terms, please contact us at info@theBeachworx.com.

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