

RELEASE OF LIABILITY – ASSUMPTION OF RISK – LIMITATION OF LIABILITY

YOU UNDERSTAND THAT THE ACTIVITIES PERFORMED BY YOURSELF AND OTHERS AT THE FACILITIES INVOLVE A POTENTIAL FOR RISK OF DEATH, PHYSICAL INJURY, INJURY TO PROPERTY AND RELATED DAMAGES. YOU UNDERSTAND THAT CREATEIT MAKER SPACE CORP (“ DBA CREATEIT LABS”) DOES NOT MANUFACTURE THE MATERIALS OR EQUIPMENT AT CREATEIT LABS, BUT PURCHASES AND LEASES THE MATERIALS AND EQUIPMENT FROM THIRD PARTIES. YOU ACKNOWLEDGE THAT MEMBERS GENERALLY WILL USE THE MATERIALS AND EQUIPMENT AND ENGAGE IN ACTIVITIES AT CREATEIT LABS WITHOUT CLOSE SUPERVISION, AND THAT EACH MEMBER WILL BE SOLELY RESPONSIBLE FOR HIS/HER SAFE AND APPROPRIATE USE OF CREATEIT LABS MATERIALS, EQUIPMENT AND FACILITIES. YOU EXPRESSLY AGREE TO ASSUME THE RISK THAT YOU MAY SUFFER DEATH, INJURY OR DAMAGE AS A RESULT OF YOUR USE, OR AS A RESULT OF OTHER PEOPLE’S USE, OF CREATEIT LABS MATERIALS, EQUIPMENT AND FACILITIES, AND AGREE FOR YOURSELF AND ON BEHALF OF YOUR PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS THAT CREATEIT LABS (INCLUDING ITS OWNERS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, ATTORNEYS, EMPLOYEES AND AGENTS) WILL NOT BE LIABLE FOR YOUR DEATH, INJURY OR ANY OTHER DAMAGES YOU MAY SUFFER IN OR ABOUT THE FACILITIES, EXCEPT TO THE EXTENT SUCH DAMAGES OR INJURIES ARE THE RESULT OF THE WILLFUL MISCONDUCT OF CREATEIT LABS. YOU ALSO AGREE THAT CREATEIT LABS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, THEFT OR DAMAGE TO YOUR PERSONAL PROPERTY IN OR ABOUT THE FACILITIES INCLUDING, WITHOUT LIMITATION, ANY PERSONAL PROPERTY STORED AT CREATEIT LABS OR ANY PROPRIETARY INFORMATION OR MATERIALS. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CREATEIT LABS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, FINES, JUDGMENTS, PENALTIES, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES ARISING DURING OR AFTER THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT WHICH MAY BE INCURRED BY OR ASSERTED OR ALLEGED AGAINST CREATEIT LABS (INCLUDING ITS OWNERS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, ATTORNEYS, EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF CREATEIT LABS MATERIALS, EQUIPMENT AND FACILITIES. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

UNDER NO CIRCUMSTANCES WILL CREATEIT LABS BE LIABLE TO YOU, OR TO YOUR PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. CREATEIT LABS MAKES NO WARRANTIES REGARDING THE FACILITIES, EQUIPMENT OR MATERIALS AND MAKES NO REPRESENTATIONS REGARDING THE SAME. YOU USE THE FACILITIES, EQUIPMENT AND MATERIALS AT YOUR OWN RISK. IN NO EVENT SHALL CREATEIT LABS LIABILITY UNDER THIS AGREEMENT EXCEED THE DUES PAID BY YOU TO CREATEIT LABS.

1. PARTIES

By signing this Agreement, you are purchasing a membership and agree to all of the terms in this Agreement. The terms “you” and “CreateIT Labs” include heirs, estates, employees, agents, representatives, officers, managers, members, successors, affiliates, subsidiaries and

permitted assigns. Both parties make this Agreement on behalf of, for the benefit of, and it binds all these included persons and entities.

2. RULES AND REGULATIONS

You also agree to follow CreateIT Labs rules and regulations which have been provided to you. CreateIT Labs may, in its sole discretion, modify its rules and regulations, without notice, at any time. All signs posted at the facilities shall be considered a part of CreateIT Labs rules and regulations.

3. MEMBERSHIP

Your membership permits you to use CreateIT Labs materials, equipment and facilities under the terms and conditions of this Agreement and subject to CreateIT Labs rules and regulations. Your membership is non-transferable by you and gives you no rights in CreateIT Labs, its management, property, or operations. CreateIT Labs may assign or transfer your membership in its sole discretion. CreateIT Labs can sell memberships at different rates and terms than yours.

4. FINANCIAL POLICY

4(a). Dues & Fees: You agree to pay the dues and fees set forth in this Agreement, as well as any tax that may be imposed. All dues and fees are subject to change at any time in the sole discretion of CreateIT Labs upon 30 days' general notice. CreateIT Labs has the right in its sole discretion to add any charges or surcharges for excess use of utilities and for certain proprietary materials and equipment in accordance with CreateIT Labs then applicable price schedule.

4(b). Automatic Monthly Deductions & Timely Payments: You have full control over the method of preauthorized payment that you have selected ("EFT"). You also have full control over the EFT and can stop it anytime by notifying CreateIT Labs at least seven (7) days before your EFT date, in writing, or by notifying your bank, or credit card company to stop. You are responsible for notifying your bank of any error that appears on your bank or credit card statement in a timely manner. You may be responsible for an EFT if you have not provided your bank at least three (3) days' notice before a scheduled transfer. You must notify CreateIT Labs within sixty (60) days of a claimed EFT error on your bank statement or credit card statement or failing such timely notice, CreateIT Labs may deem such claim waived. If you claim your EFT was not stopped when you told CreateIT Labs, you must have written proof or CreateIT Labs will not reimburse you for EFT deductions which you claim should not have been made. If your EFT ends for any reason, your membership may be immediately suspended at CreateIT Labs election until alternative payment arrangements are made or the membership is terminated in accordance with this Agreement.

4(c). Failure to Provide Documentation for Automatic Monthly Payments: If your EFT does not begin because you fail for any reason to provide the information for processing the EFT, CreateIT Labs may immediately suspend your membership and terminate your membership.

4(d). Initiation fees, processing fees, dues for prorated days, first and last month's dues, and prepaid dues are non-refundable, unless specifically stated otherwise in this Agreement.

5. FACILITIES AND SERVICES

5(a). Description of Services: Subject to the terms of this Agreement, your membership to CreateIT Labs shall include access to certain materials, equipment and facilities. CreateIT Labs may also provide a number of optional services for an additional charge.

5(b). Training. You acknowledge that certain materials, equipment and facilities, because of their sensitive or hazardous nature, will be accessible to you only after you have passed specialized training courses. CreateIT Labs reserves the right to charge an additional fee for any such training course in accordance with CreateIT Labs then applicable price schedule.

5(c). Changes in Materials or Equipment: CreateIT Labs reserves the right at any time to make reasonable changes to the type or quantity of materials or equipment offered and alter the hours of operation, and to amend the cost of, add, modify and/or eliminate any program, facility or service in CreateIT Labs sole discretion.

5(d). Temporary Closures: CreateIT Labs (or portions of its facilities) may close on a temporary basis in its sole discretion and such temporary closures will have no effect on this Agreement. If forced to close or partially close by events or occurrences beyond CreateIT Labs control, such as, by way of example, acts of God, fires, floods, windstorms, explosions, riots or unrest, natural disasters, wars, sabotage, terrorism or action by any lawful authority ("Unforeseen Events"), you will not be entitled to a refund, dues credit or to terminate your membership. However, if forced to close or partially close for more than thirty (30) consecutive days by Unforeseen Events, then CreateIT Labs will extend your membership, without dues, for the same period CreateIT Labs was closed or completely unavailable.

6. NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY

You acknowledge that CreateIT Labs will take no steps to ensure the privacy or confidentiality of the activities you conduct, or the proprietary information or materials you bring or produce.

7. DAMAGE OR DEFAULT

Instances of default include, but are not limited to: (i) non-payment of membership dues; (ii) non-payment of fees for services or materials; (iii) repeated late payments of any dues or fees; (iv) the monthly EFT payments or dues are interrupted or discontinued for any reason and you do not provide an acceptable alternative; (v) causing damage to or loss of CreateIT Labs property; (vi) acts of willful misconduct, recklessness or negligence; and (vii) failure to obey CreateIT Labs rules and regulations. Remedies for default are in CreateIT Labs sole discretion. They may include, but are not limited to: (a) barring you from access to any and all equipment and facilities; (b) requiring additional training at your expense; (c) charging your account for any losses, costs, expenses or damages associated with such default; and (d) termination for cause as provided in Section 8. TERM AND TERMINATION below. Should CreateIT Labs chose, in its sole discretion, at any time and from time to time, to charge your account for any default, CreateIT Labs shall have the right to, and you hereby authorize CreateIT Labs to, charge the credit card or bank account associated with your account for such amount. Additionally, CreateIT Labs may, in its sole discretion, chose to invoice you for any losses, costs, expenses or damages associated with such default, and you shall timely make payment of all sums due. Failure to make such payment when due shall be an additional default under this Agreement. All remedies under this Agreement are cumulative and not exclusive.

8. TERM AND TERMINATION

8(a). Term: This Agreement will remain in force until terminated by either party as described in this Section 8.

8(b). Your Cancellation Rights: In the event you terminate this Agreement, you will not be entitled to a refund and will forfeit your unused prepaid dues. The parties agree that any damages to CreateIT Labs arising from your termination of this Agreement are difficult or impossible to ascertain and, as such, CreateIT Labs will be entitled to keep the forfeited portion of any prepaid dues as liquidated damages for such termination. Such liquidated damages, however, will not limit or restrict any damages incurred by CreateIT Labs for a breach of this Agreement by you under Section 7 DAMAGE OR DEFAULT above. You acknowledge that CreateIT Labs is under no obligation to retain, preserve or protect your personal property or information beyond the termination of this Agreement.

8(c). Notice & Effective Date: You (or your estate) must send written notice of your termination of this Agreement to CreateIT Labs and return all CreateIT Labs property. Cancellation is effective as of the latest of (i) thirty (30) days after receipt by CreateIT Labs of written notice of your intent to cancel; and (ii) the receipt by CreateIT Labs of all CreateIT Labs property entrusted to you, including but not limited to any and all member ID card(s), keys, locks, tools, equipment, machines, personal protective equipment, books and other print materials. Such notice shall be sent, via hand delivery, overnight carrier, signature required or certified mail, return receipt requested, to CreateIT Labs at 37 East Washington Ave, Washington, NJ 07882. Any EFT processed due to inadequate notice of cancellation (pursuant to section 4(b) above) will not constitute an extension this Agreement and will not be refundable.

8(d). Termination for Cause by CreateIT Labs: CreateIT Labs may, at its sole option and at any time, immediately terminate your membership for cause if: (i) you fail to complete all signature lines and required initial blocks on this Agreement; or (ii) you default under this Agreement. Should your membership be terminated for cause, you will not be entitled to a refund and will forfeit your unused prepaid dues. Additionally, your account may be charged a termination processing fee as determined by CreateIT Labs, in its sole discretion, and you may be responsible for any damages incurred by CreateIT Labs for a breach of this Agreement by you under Section 7 DAMAGE OR DEFAULT above.

8(e). Termination without Cause by CreateIT Labs: CreateIT Labs reserves the right to terminate your membership for any reason not stated above and if not prohibited by law. If CreateIT Labs does so terminate your membership, it will refund any unused prepaid dues.

9. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement.

10. JURISDICTION

The parties confer jurisdiction to interpret and enforce this Agreement upon the Courts of New Jersey or the United States District Court of New Jersey and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

11. SEVERABILITY

In case one or more of the provisions of this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, the Agreement shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Agreement.

12. WAIVER

No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

13. NO THIRD PARTY BENEFICIARIES

Except as expressly provided in this Agreement above, nothing contained in this Agreement shall be construed as providing rights to any person other than the parties hereto, and no third party shall be a beneficiary to this Agreement.

14. INSURANCE

As a condition of your membership, CreateIT Labs may require you to obtain commercial general liability or other insurance, in such coverage amounts and with such carrier(s) as CreateIT Labs may request in its sole discretion including naming CreateIT Labs as an additional insured and/or loss payee.

15. WAIVER OF JURY TRIAL

THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT RELATING TO THIS AGREEMENT, THE PARTIES PREFERRING THAT SUCH DISPUTE BE RESOLVED BY A JUDGE HAVING JURISDICTION WITH RESPECT TO SUCH DISPUTE.

Revision Date: April 10, 2023

Signed _____

Printed Name _____

Date _____