



RELATIONSPOT INC.

Community Membership Agreement

This Community Membership Agreement (the "Agreement") is entered into between RELATIONSPOT INC. (the "Company") and the individual accepting this Agreement electronically (the "Member" or "You"). The Company and You may each be referred to as a "Party" and together as the "Parties."

1. Membership Term

1.1 Annual term. The annual membership shall commence on the date You electronically accept this Agreement and complete the membership checkout, unless a different start date is confirmed by the Company in writing, and shall terminate on the anniversary date of the following year.

1.2 No automatic renewal. Membership does not automatically renew. At the end of the one-year membership term, You may purchase a new annual membership at the price and under the terms then offered by the Company.

2. Membership Dues

2.1 One-time annual payment. You agree to pay a one-time fee of \$850 for a one-year membership.

2.2 Payment authorization. By accepting this Agreement and completing checkout, You authorize the Company and its payment processor to charge Your payment method one payment of \$850 for the one-year membership. This purchase does not create a recurring payment or subscription.

2.3 No refunds. The \$850 membership payment and all other membership fees are final and non-refundable, except where a refund is required by applicable law.

2.4 Future membership pricing. The Company may change the price of future membership terms. Any new price will apply only if You choose to purchase another membership after the current one-year term ends.

3. Rights and Privileges

Membership includes:

- One Free Social Coaching & Welcome Session with a Relationspot Coach
- Admission to all in-person events (there is an additional fee for each in-person event)
- Friday Night Zoom Get-Togethers
- The Empower Hour Community Classes on Zoom
- Special Discounts on Social Coaching: Single Sessions & Packages*
- Discounts on Special Events and Mixers*
- Admission to Relationspot's Private Facebook Group

*Coaching, and special events and mixers are open to members and non-members. Non-members pay full price. Members pay a discounted price.

In-person events currently take place in and around the New York City area and Westchester.

4. Code of Conduct

- The Member agrees to be kind, courteous, and respectful to other Members.
- The Member agrees to be accepting of other Members.
- The Member agrees to be welcoming of other Members.
- The Member agrees that he or she will not bully, make fun of, or be mean to other Members, or make any Member feel unwelcome or less than.

5. Community Guidelines

You understand that Your attendance at and/or participation in membership events is voluntary and for Your personal enjoyment only. Attending and/or participating in an event does not require You to interact with any person without Your explicit consent. You understand that any interactions You initiate with any other participants without their explicit consent may result in Your expulsion from the event or membership, or legal consequences resulting from the unconsented action.

- You agree to follow all instructions posted or given to You by the event host or representatives.
- You agree to inform the host or representatives of any unsafe or illegal conditions or actions You observe.
- As a Member, attendee, and/or participant, You agree not to allow any non-consensual touch, bullying, badgering, or intimidation of any kind.
- You will not provide illegal drugs or prescription medicine at any event to anyone.
- You will not knowingly or willfully expose someone to a communicable disease, sexually transmitted disease ("STD"), or sexually transmitted infection ("STI") without their knowledge and consent.
- You understand it is Your responsibility to know and communicate Your general health and STD/STI status to any inquiring attendees, and it is Your responsibility to inquire about this information of others.
- You understand that membership events may explore new concepts and may involve situations in which You feel uncomfortable.
- You understand that attending and/or participating in membership events entails known and unanticipated risks.
- You understand that it is Your responsibility to inquire about ingredients in food served at membership events that You may be allergic and/or sensitive to, and You take full responsibility for any harm that may arise from Your ingestion of food served at events.

6. Termination and Cancellation of Membership

6.1 Termination by Company. The Company reserves the right to terminate Your membership for reasons including, but not limited to, non-payment of dues or violation of any Company guidelines and/or code of conduct.

6.2 Cancellation by Member. You may cancel Your membership by providing written notice to the Company at contact@relationspot.com. Cancellation ends Your access to membership benefits but does not entitle You to a refund.

6.3 Effect of cancellation. The one-time \$850 membership payment remains final and non-refundable if You cancel or stop using the membership before the one-year term ends, except where a refund is required by applicable law.

7. Photography and Website Release

You hereby grant full permission to the Company to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of Your attendance and/or participation in events and activities outlined in this Agreement, including the Company's sponsored pre- and post-event activities, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, and to use Your name, voice, likeness, and/or other indicia of identity for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of the Company.

Further, You relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of the events You may take or capture to the Company. You grant permission for the Company to publish and recognize Your attendance and/or participation in the events connected to this Agreement on the Company's website. You acknowledge that You have reviewed and consented to the Company's online Privacy Policy found at www.relationspot.com.

8. Consent to Store and Use Information

You hereby grant full permission to the Company to store in its database and otherwise use any and all information You provide to the Company for Company purposes in perpetuity, subject to applicable law and the Company's privacy policy.

9. Non-Disparagement

The Member understands and agrees that the goodwill of the Company has a value that, while uncertain at the time of this Agreement, is acknowledged as being commercial in nature and monetizable. As such, the Member agrees, to the fullest extent permitted by law, that he or she will not, during and after the term, publicly criticize, denigrate, or otherwise disparage or present, portray, or otherwise refer to in a negative light the Company, any of the Company's principals, affiliates, directors, officers, employees, legal counsel, advisors, consultants, agents, or any of the Company's Members.

Nothing in this Section shall be interpreted or construed as preventing the Member from cooperating in any governmental proceeding or from providing truthful testimony pursuant to a legally issued subpoena.

10. Indemnification; Limitation of Liability

10.1 Company's indemnification. The Company shall indemnify and hold You harmless from and against any and all claims, losses, costs, damages, expenses, fees (including attorneys' fees), judgments, or liabilities suffered or incurred by You as a result of the Company's breach of this Agreement.

10.2 Member's indemnification. You shall indemnify and hold the Company, its directors, officers, administrators, representatives, past and present employees, volunteers, agents, supervisors, participants, assigns, sponsors, representatives and successors, members, other Members, and persons harmless from and against any and all claims, losses, costs, damages, expenses, fees (including attorneys' fees), judgments, or liabilities suffered or incurred by the Company due to any: (i) breach of this Agreement by You; (ii) unlawful, illegal, defamatory, offensive, or discriminatory acts or statements by You; (iii) non-compliance by You with applicable laws, rules, and regulations; and (iv) other conduct connected with this Agreement that results in claims, losses, costs, damages, expenses, fees, judgments, or liabilities.

10.3 Limitation of Company's liability. The Company's liability to You under this Agreement, whether based on breach, tort, or any other legal theory, shall not exceed an amount equal to the total membership fees and dues paid by You under this Agreement, as may be due and owed to You at the time such a claim is made.

10.4 Limitation of Member's liability. Your liability to the Company under this Agreement, whether based on breach, tort, or any other legal theory, shall include up to the full and total amount of any claims, losses, damages, costs, expenses, fees (including attorneys' fees), judgments, and other liabilities actually incurred by the Company as a result of Your breach of this Agreement that may be available at law or in equity.

11. Governing Law; Breach; Dispute Resolution

11.1 Choice of law. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to the State of New York's conflicts of laws rules and principles.

11.2 Waiver of right to jury trial and class proceedings. Both Parties agree that neither shall have any right or authority to have any dispute brought, heard, or arbitrated as a class, collective, or representative action.

11.3 Consent to arbitration. Any disputes under this Agreement shall be exclusively resolved through mandatory, binding, and confidential arbitration according to JAMS general arbitration rules and procedures then in effect. The Parties agree to use reasonable efforts to ensure that they may be represented in any arbitration proceedings remotely, using online, telephonic, or internet communications, as permitted by the applicable arbitration rules. If in-person proceedings are needed, such proceedings shall take place in New York County, New York, unless otherwise stipulated between the Parties.

11.4 Arbitration awards. Any award issued by the arbitrator may be reduced to a judgment and entered in a court of competent jurisdiction. The party for whom the arbitrator finds shall be entitled to reimbursement of all costs, attorneys' fees, and other disbursements and expenses associated with and actually incurred in the resolution of the dispute.

11.5 Parties to be named. It is understood and agreed by the Parties that, in the event of a breach of this Agreement by the Company, You shall initiate action only against the Company and shall not personally name any principals of the Company or persons controlling the Company, directly or indirectly, in any such action.

12. Construction and Interpretation

The Parties agree that any person, entity, or judicial forum interpreting or construing this Agreement shall not apply a presumption that any of its provisions should be more strictly construed against the party who prepared the Agreement.

13. Amendments

This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed or electronically accepted by the Parties.

14. Acknowledgments

You, and/or Your Guardian if applicable, expressly acknowledge, represent, and warrant that You: (i) have carefully read each and every provision of this Agreement, or, if unable to read the Agreement in English, have had the Agreement translated to You by an attorney or person of Your choice; (ii) fully understand all of this Agreement's provisions; (iii) have been given reasonable time to consider Your rights and obligations and to consult legal counsel before accepting this Agreement; (iv) have been advised to consider all terms carefully and consult with an attorney of Your choice prior to accepting this Agreement; (v) understand and agree that this Agreement is legally binding and that, by accepting it, You may be giving up certain rights; (vi) understand and agree that You have not been forced or pressured in any way into accepting this Agreement; and (vii) are freely, knowingly, and voluntarily entering into this Agreement intending to be legally bound to its terms and provisions.

15. Entire Agreement

This Agreement comprises the entire understanding and agreement of the Parties concerning the membership terms and supersedes all prior agreements and understandings between the Parties on the subject matter hereof.

16. Non-Assignability

Neither Party may assign, delegate, or otherwise transfer its interest under this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party.

17. Headings

The headings in this Agreement are for the convenience of the Parties and are not intended to modify the terms of the Agreement.

18. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

19. Counterparts; Electronic Acceptance

This Agreement may be executed in counterparts, and each such counterpart, when taken together, shall constitute a single and complete Agreement.

Member agrees that checking the required acceptance box and completing the online checkout process constitutes Member's electronic signature and acceptance of this Agreement. Member agrees that this electronic acceptance has the same legal effect as a handwritten signature.