

TERMS OF SERVICE

Nyack Business Center, Nyack Business Center Conference Rooms, and Nyack Business Center Mailroom Services (the "Services") are services operated by Nyack Business Center, LLC. ("Nyack Business Center" or "Company") of 99 Main Street, Nyack, N.Y. 10960, USA. This Agreement, which governs the terms and conditions of your use of Nyack Business Center, is between you ("You," "User," or "Client"), as an authorized user of the Services, and the Company. Client agrees that the Services will be used only as provided in such terms and conditions for legitimate business purposes.

- **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.** The Services are offered to You conditioned on Your acceptance without modification, of the terms and conditions, contained in this Agreement. Your use of the Services constitutes Your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or the third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new Company resources and services. In the case of any violation of these terms, the Company reserves the right to seek all remedies available by law and in equity for such violations.
- **MEETING ROOM AND MAIL ROOM TERMS AND CONDITIONS.** Company entitles Users to hire offices, meeting rooms and conference services ("Facilities") by the half hour increments from Nyack Business Center, its Partners, and members. Use of any Facilities will be subject to: (i) availability of the Facilities; (ii) payment of all fees and charges incurred in reserving and/or using the Facilities in USD; and (iii) compliance with the terms and conditions and/or house rules from time to time applicable to the Facilities. Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the Facilities is to be made by Client prior to use and shall not be considered guaranteed until written confirmation has been provided to Client. Cancellations can be received up to 24 business hours prior to the start time of the reservation. Cancellations received within 24 business hours of the start time of the reservation will be charged the total fee, "no refund" policy does apply. Same policy applies if the reservation was made less than 24 business hours of reservation start date/time. Any additional fees will be billed at time of change of reservation. Any costs incurred for third party suppliers (e.g. caterers or equipment suppliers) as a result of cancellation or change to a booking will be payable in full by the Client, regardless of when the cancellation or change is received. Reservations not made through Nyack Business Center are NOT guaranteed in any way and no pricing structure is guaranteed for reservations NOT made specifically with Nyack Business Center. Client's notice to change or cancel an existing reservation must be in writing, and must be sent via email addressed to info@99mainst.com or performed electronically via client's reservation account interface on www.NyackBusinessCenter.com.
 - Nyack Business Center is a US-based company, and as such all pricing and fees on this website or within any correspondence are listed in USD, unless otherwise noted. You agree to pay Nyack Business Center the amount due in USD. Nyack Business

Center is not responsible for any fluctuation of rate based on currency conversion or any local added fees, taxes, or charges added by Client's financial institution or in accordance of local, city, state, or country laws. Additionally, Nyack Business Center is not responsible for any service fees or over draft fees associated with a charge made for services.

- **MODIFICATIONS TO THE SERVICE.** The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service. The amended Terms shall be effective immediately after they are posted on Nyack Business Center's website, www.NyackBusinessCenter.com. User's continued use of the Service after the posting of the amended Terms on the Site constitutes User's affirmative: (a) acknowledgment of the Terms and its modifications; and (b) agreement to abide and be bound by the Terms, as amended. User acknowledges/agrees that the Company shall not be liable to User or any third party in event that the Company exercises its right to modify/discontinue all/part of the Service.
- **MODIFICATION OF USER RATES.** The Company reserves the right, in its sole discretion, to change User pricing.
- **CHARGES.** By electing to purchase Nyack Business Center services, You warrant that all information You submit is true, valid and accurate (including without limitation Your credit card number and expiration date) and You agree to pay all subscription and additional usage fees You incur, plus all applicable taxes.
 - Payment of Your account balance and other applicable charges is due at time of purchase and must be made by the valid credit card designated by You. You must promptly notify the Company of changes to: (a) the account number or expiration date of Your designated card; (b) Your billing address; or (c) cancellation, theft or loss of Your designated card. Any payment in need of reprocessing will be assessed a \$50 late payment fee.
 - If payment for Your account is not received from the card issuer or its agents, You agree to pay all amounts due, including late payment fees and collection costs, upon demand. Each time you use the Service, or allow or cause the Service to be used, You agree and reaffirm that the Company is authorized to charge Your designated card. You agree that the Company may (at its option) accumulate charges incurred and submit them as one or more aggregate charges, and that the Company may delay obtaining authorization from Your card issuer until submission of the accumulated charge(s). Nyack Business Center reserves the right at any time to withhold any services provided under this Agreement (with or without notice) or to terminate the Agreement if fees are not paid by the end of the day they are due or the funds due from any retainers have not been cleared. Actual collection fees incurred by Nyack Business Center, up to 50% of the account balance, will be added to the unpaid balance. You agree to pay Nyack Business Center 1.5% interest per month on all amounts owing and not paid when due. The Company reserves the right to suspend or terminate Your Service account without notice upon rejection of any card charges or if Your card issuer (or its agent or affiliate) seeks return of payments previously made to the Company when the Company believes You are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company.
 - c) Your set up fees (if applicable) and service fees are payable in advance and are non-refundable. All meeting spaces are booked and charged in half (1/2) hour

minimum increments. Any partial or overage usage will result in a half (1/2) hour minimum charge. Partial or overage usage is defined as any usage outside of originally reserved and paid for time allotment. You agree that the Company may submit charges for Your services, without further authorization from You, unless You provide prior notice that You have terminated this authorization or wish to change Your designated card. Such notice will not affect charges submitted before the Company reasonably could act on Your notice. (Note: the Company takes no responsibility for contacting You prior to charging Your designated credit card for Your recurring service fee.) If You have any question regarding any charges that have been applied to Your account, You must contact the Company's Manager within 30 days of the charge date. Failure to use Your account will not be deemed a basis for refusing to pay any charges submitted by the Company in accordance with this Agreement.

- **SERVICES.** The Client warrants that it will not use any of the Services for any obscene, illegal, immoral or defamatory purposes and will not in any way bring Nyack Business Center into disrepute. The Client will not in any way use or combine the Nyack Business Center name, in whole or in part, for the purpose of trading activities. Nyack Business Center will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties. This Agreement is interpreted and enforced in accordance with the laws of the state of New York, USA.
- **LINKS.** The Service or related websites may provide links to other Websites or resources. User agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources.
- **INTELLECTUAL PROPERTY RIGHTS.** User acknowledges that content, including but not limited to policy information, text, software, music, sound, photographs, video, graphics, the arrangement of text and images, commercially produced information, and other material contained on the Site or through the Service ("Content"), is protected by copyright, trademarks, service marks, patents or other proprietary agreements and laws and User is only permitted to use the Content as expressly authorized by the Company. These Terms do not transfer any right, title, or interest in the Service, Site or the Content to User, and User may not copy, reproduce, distribute, or create derivative works from this Content without express authorization by the Company. User agrees not to use or divulge to others any information designated by the Company as proprietary or confidential. Any unauthorized use of any Content contained on the Site or through the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. **EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION ON THE SITE MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM THE COMPANY. USERS ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THE SITE FOR ANY PUBLIC, PERSONAL OR COMMERCIAL PURPOSES.**
- **TRADEMARKS.** "Company Trademarks" means all names, marks, brands, logos, designs, trade dress and other designations the Company uses in connection with the Service or any other service. User acknowledges the Company' rights in the Company

Trademarks and agrees that any and all use of the Company Trademarks by User shall inure to the sole benefit of the Company.

- **DISCLAIMER OF WARRANTIES.** USER EXPRESSLY AGREES THAT USE OF THE SITE AND THE SERVICE IS AT USER'S SOLE RISK. THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMPANY MAKES NO WARRANTY THAT THE SITE OR SERVICE WILL MEET USER'S REQUIREMENTS, OR THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR VIRUS-FREE NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR ANY INFORMATION OR PRODUCTS OBTAINED THROUGH THE SITE OR SERVICE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. USER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES UNDER CERTAIN CIRCUMSTANCES; CONSEQUENTLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER, IN WHOLE OR IN PART.
- **LIMITATION OF LIABILITY.** As a condition of use of the Service, and in consideration of the Services provided by the Company, User agrees that neither the Company, nor any officer, affiliate, director, shareholder, agent, contractor or employee of the Company (the "Company Affiliates"), will be liable to User or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the Service, Site or Content; including but not limited to any of the following: Reliance, Termination, Infringement, Force Majeure. The limitations set forth in this section apply to acts, omissions, negligence, and gross negligence of Company and/or the Company Affiliates, which, but for this provision, would give rise to course of action in contract, or any other legal doctrine. The Company shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from the use or inability to use the Services or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if the Company has been advised of the possibility of such damages. The entire liability of the Company and Your exclusive remedy with respect to the use of the site and service are limited to the lesser of (1) the amount actually paid by You for the Service during the three (3) months preceding the date of Your claim; or (2) US \$100.00. You hereby release the Company and the Company Affiliates from any all obligations, liabilities and claims in excess of this limitation.

- **NO RESALE OF THE SITE.** User agrees not to reproduce, duplicate, copy, sell, resell, exploit or make any commercial use of or access to the Service, without the express written consent of the Company.
- **LAWFUL USE.** User agrees that use of the site is subject to all applicable national, state, and local laws and regulations, and that User is solely responsible for the contents of its communications through the Service.
- **INDEMNIFICATION.** User will defend, indemnify and hold harmless the Company and the Company Affiliates, and their respective successors and permitted assigns, from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) acts or omissions by User arising out of or in connection with this Agreement; (b) intentional or negligent violations by User of any applicable laws or governmental regulation, (c) contractual relations between the User and a third party; or (d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright. User acknowledges that the Company has no control over the content of information transmitted by User or User's customers and that the Company does not examine the use to which User or User's customers put the Service or the nature of the information User or Users customers send or receive. User hereby indemnifies and holds harmless the Company and Company Affiliates from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by User or Users.
- **ACCESS TO PASSWORD PROTECTED/SECURE AREAS.** Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.
- **TERMINATION & EFFECT.** The Company may terminate or suspend access to the Service or Site with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but are not limited to, the following: inactivity of the User; violation of any terms listed in this policy; or failure to pay for Services. The Company shall not be liable to User or any third party for termination of the Service or Site. Should User object to any provision of the Terms or any subsequent modifications thereto or become dissatisfied with the Service or Site in any way, Users only recourse is to immediately: (a) terminate use of the Service and Site; and (b) notify the Company of termination. Upon termination of access to the Service and Site, User's right to use the Service and Site shall immediately cease. In the event of User default, User agrees to pay all costs, expenses and reasonable attorneys' fees expended by Nyack Business Center in enforcing this Agreement or collecting any sums due hereunder both in and out of bankruptcy and before and after judgment.
- **SEVERABILITY.** In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms. The Company's failure to act with respect to a breach by User or others does not waive its right to act with respect to subsequent or similar breaches.
- **CONFIDENTIALITY.** Client recognizes that Client may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary

business information of Nyack Business Center ("Confidential Information"). Client agrees that during the Term of this Agreement and thereafter:

- Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care;
 - Client will use Confidential Information solely for the purposes of this Agreement; and
 - Client will not disclose Confidential Information to any third party without the express prior written consent of the Company. Upon termination, Client will promptly return to the Company any Confidential Information. If the Company transfers its business or any business segment that provides Services to Client, the Company is authorized to transfer all User information to Company's successor.
- OWNERSHIP. All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Company and/or its licensors and service providers except where expressly stated otherwise.

DAMAGES WAIVER: User hereby authorizes Nyack Business Center to charge initial applicable reservation fees and any and all applicable variable fees including fees incurred for any potential damages.

You will not damage, deface or alter the meeting space, furniture, furnishings, walls, ceilings, floors, equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the meeting space or the common area facilities. You will not cause damage to any part of the building or our property or disturb the quiet enjoyment of any licensee or occupant of the building. At end of your reserved time, the meeting space assigned to you, if any, will be in as good condition as when you first occupied it, normal wear and tear excepted and we may apply additional charges in case of any damage to the facilities. We retain the right to enter your reserved meeting space to inspect it, to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests and invitees will be reimbursed to us by you upon demand. You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors and invitees, within or about the facilities. You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.

Privacy Policy

Nyack Business Center's Security Features:

Nyack Business Center guarantees your privacy. We are a Comodo Secure Site, which means your confidential information is also protected. We employ the Internet's strongest security technologies, including Secure Sockets Layer (SSL) and Comodo. The information is encrypted on your computer, sent through the Internet as jumbled code, and decoded on

NyackBusinessCenter.com's secure server. It cannot be read in transit.

Effective on: (02/20/2016)

Nyack Business Center is committed to your privacy. This notice serves to help you better understand what information Nyack Business Center collects, how it uses that information, and with whom Nyack Business Center may share a limited portion of that information with. The most recent version of Nyack Business Center's privacy policy can be found on this page (<http://www.NyackBusinessCenter.com/privacy>). If you have questions or concerns regarding this policy, you should contact [building management](#) by email.

Nyack Business Center knows that you value your personal information, and we protect your privacy as if it were our own. Nyack Business Center's uses of your information is limited to the ways outlined in this notice, except as required by law and/or to comply with a judicial proceeding, court order, or legal process served on our website.

What kind of information about me does Nyack Business Center collect?

Nyack Business Center collects information about you in these ways:

1. **Order information you give us:** If you place an online order, our secure order form requests contact, billing, and financial information (such as your credit card numbers for purchases). Contact information from the order form (email address, name, billing and shipping address, and phone number) is used to send orders and information about our company to you.
2. **Account information:** If you choose to create a Nyack Business Center account, your login information is stored with any other information you associate with your account.
3. **Non-personal information we receive automatically:** Like most websites, Nyack Business Center utilizes cookies. Cookies are a mechanism to remember information about you when you navigate from one web page to another. Our website uses cookies to hold a user's unique session identifiers, allowing us to serve correct information back to the user. Such information includes your shopping cart items, or whether you are logged in. Our website cookies do not hold any personally identifiable information. Nyack Business Center may use other similar technologies which allow us to collect non-personally identifiable information about your visit to help us better your experience.

How does Nyack Business Center use this information?

Nyack Business Center uses information collected in these ways:

1. **Order processing and customer service:** After placing an online order, your contact information including your email address will be used to get in touch with you should we have questions regarding your order or should we need to notify you of the status of your order. Your credit card information is transmitted securely to our third part processing provider in compliance with Payment Card Industry standards. (youremail@emailaddress.com).
2. **Third-party service providers:** Nyack Business Center works closely with other companies and individuals to facilitate transactions and better your experience. Examples of third-party service provider services booking orders, analyzing data,

providing accurate search results and links, processing credit card payments, affiliate marketing, and newsletters. Any information that Nyack Business Center shares with a third-party service provider is done so safely, securely, and under a contractual relationship with that provider to protect your data.

3. **Promotional offers:** From time to time we or a service provider acting on our behalf may use your name, email address, and/or mailing address to send you an offer for a Nyack Business Center product or service we believe to be of interest to you.
4. **Other information you provide us:** Information you provide us for specific offers or services is only used for the limited purpose for which the information is being given. Examples of these offers or services include Refer-A-Friend, Email to a Friend, and surveys.

What information can I access or modify?

If you are a registered customer, you may log into your account and view or modify the account information on file, including personally identifiable information, recent orders, payment settings, and settings. In order to protect your personal information, only the last four numbers of any saved credit cards are viewable.

How does Nyack Business Center secure my information?

Nyack Business Center utilizes technologies including **Transport Layer Security (TLS)** and database encryption to ensure the privacy of your personal information. When you make an online purchase, our advanced security technology uses strong secure protocols to send your personal data to us, making it practically impossible for someone to intercept and extract that data. Any time we share your information with a third party consistent with this Privacy Policy, we utilize technological and contractual safeguards to keep your information safe.

While we are confident ordering online is safe and secure, if for any reason you cannot access the secure server or feel uncomfortable ordering online, please feel free to place your order with us by phone at 1-845-348-0099 ext 1. As a general practice, it is important for you to protect against unauthorized access to your password and to your computer. If using a shared computer, be sure to log out of your account prior to leaving the computer.

Can I opt-out?

At any time, you can opt out of promotional mailings and you also have the right to disable your account. To do so, you may call at 1-845-348-0099 ext 1 or email us at info@99mainst.com.