



# MEMBERSHIP AGREEMENT

## TERMS & CONDITIONS

### 1. Definitions

In this Agreement:

**“Agreement”** means (i) where the Membership is subscribed through the Subscription Portal, the contract formed upon the Member’s completion of the subscription process on the Subscription Portal and as confirmed in the Membership Confirmation Email, or (ii) where the Membership is subscribed outside the Subscription Portal, the membership agreement executed by the parties; in each case together with the General Terms, the House Rules, and any appendix agreed by the parties, all of which shall form part of the Agreement;

**“Additional Services”** has the meaning given to such term in clause 4(b);

**“Additional Service Fee”** has the meaning given to such term in clause 4(b);

**“Cancellation Notice”** means a notice in the form required by JustCo for the Member to cancel this Agreement before an upcoming renewal of this Agreement;

**“Card Payment Method”** means the credit or debit card details provided by the Member at the time of signing up on the Subscription Portal for payment of the sums due under this Agreement, and successfully verified by the third-party service provider facilitating the collection of payment on behalf of JustCo, as updated by the Member from time to time;

**“Claim”** means any claim, action, cause of action, demand, damage, loss, expense, liability, proceeding, judgment or order howsoever arising, whether in connection with this Agreement, at law, in equity, by statute, and/or whether by a party to this Agreement or by any third party;

**“Commencement Date”** means the date on which JustCo will commence providing the Services to the Member as specified under the Key Details;

**“Compliance Proceedings”** means: (i) any litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings) in any jurisdiction; or (ii) any investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority in any jurisdiction; in each case relating to, or in connection with, any actual or alleged contravention of applicable Sanctions Laws or Financial Crime Laws;

**“Contact Details”** means the contact details provided by the Member when signing up for this Membership;

**“End Date”** means the last day on which JustCo will provide Services to the Member as specified under the Key Details, provided that if this Agreement is renewed pursuant to clause 2(b), “End Date” shall mean the last day of the month in which the Member gives a Cancellation Notice;

**“Fee Schedule”** means the prevailing fee schedule for the Additional Services, administrative charges, ancillary or other miscellaneous charges which may be applicable to the Member in connection with the Member’s use of the Services. The current fee schedule is published at the Subscription Portal, House Rules or may otherwise be obtained upon request from JustCo. For the avoidance of doubt, JustCo may revise the fee schedule from time to time at its sole discretion, provided that any change shall be notified to the Member at least one (1) month in advance. Such changes shall only apply prospectively and only to Additional Services provided on a month-to-month basis without a fixed term and shall not affect any Additional Services for which the Member has already committed to a fixed term or prepaid fees;

**“Financial Crime Laws”** means all applicable laws, regulations, rules and legally binding regulatory requirements relating to anti-money laundering, counter-terrorism financing, economic or trade sanctions, anti-bribery and corruption, fraud, or the proceeds of crime, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and associated rules and instruments, the *Criminal Code Act 1995 (Cth)* (including offences relating to bribery of foreign public officials and terrorism financing), the *Proceeds of Crime Act 2002 (Cth)*, the *Autonomous Sanctions Act 2011 (Cth)* and any regulations made under those Acts, together with any legally binding guidance, directions, determinations or notices issued by the Australian Transaction Reports and Analysis Centre or any other competent governmental, regulatory or supervisory authority in Australia, and any equivalent or similar laws or regulations relating to financial crime, money laundering, terrorism financing, sanctions, bribery or corruption in any other applicable jurisdiction;

**“General Terms”** refer to the general terms and conditions governing the Membership for Australia as set out in this Agreement, which is also published on JustCo’s website (currently at <https://www.justcoglobal.com/en/faqs/>);

**“Group Company”** means a related corporation (as that term is defined in the *Corporation Act 2001 (Cth)*);

**“Hot Desk Day”** means a day pass granting the Member access, during the applicable day and during such operating hours as JustCo may prescribe, to a non-dedicated workstation located within a shared workspace area of the Premises, available to the Member for use on a first-come, first-served basis and subject to the terms of this Agreement;

**“Hot Desk Monthly”** means a monthly Membership during the Service Term granting the Member access to a non-dedicated workstation located within a shared workspace area of the Premises, available to the Member for use on a first-come, first-served basis and subject to the terms of this Agreement;



# MEMBERSHIP AGREEMENT

“**House Rules**” means the rules applicable to the use of the Premises in Australia as published on JustCo’s website (currently at <https://www.justcoglobal.com/en/faqs/>), as may be updated or amended by JustCo from time to time;

“**Initial Fee Payment**” means the Membership Fee payable for the first month of the Service, or in cases of an incomplete month, the pro-rated Membership Fee for the period from the Commencement Date and the last day of that calendar month.

“**Interest Rate**” means a rate of interest at 2% per month or the maximum interest rate permitted by applicable law, whichever is lower;

“**JustCo**” means the JustCo entity specified in the Key Details;

“**Key Details**” means the “Order Summary” section in the Membership Confirmation Email where subscription of this Membership is made through the Subscription Portal, or the section titled as “Key Details” in the membership agreement executed by the parties (in any other instance of contracting for this Membership).

“**Member**” means the person or legal entity specified under the Key Details;

“**Membership**” has the meaning given to such term in clause 3(a);

“**Membership Confirmation Email**” means the email sent by JustCo to the Member confirming that the Member’s subscription for the Services through the Subscription Portal has been completed;

“**Membership Fee**” means the monthly fee payable for the use of the Services in the amount specified under the Key Details;

“**Other Premises**” means any “JustCo” branded flexible workspace centre of JustCo or any Group Company other than the Premises;

“**Permitted Occupier**” means any person occupying or present at the Premises or Other Premises with the Member’s permission or invitation, including the Member’s Personnel;

“**Personal Data**” has the meaning given to such term in the Privacy Laws;

“**Personnel**” means officers, employees, agents and subcontractors;

“**Premises**” means the JustCo flexible workspace home centre specified in the Key Details;

“**Privacy Laws**” means the *Privacy Act 1988 (Cth)*2012 and any other applicable legislation made thereunder;

“**Privacy Policy**” means JustCo’s privacy policy published on JustCo’s website (currently at <https://www.justcoglobal.com/en/faqs/>), as may be updated or amended by JustCo from time to time;

“**Prohibited Person**” means any person who is (i) in breach of any Sanction Laws or Financial Crime Laws; (ii) a Sanctioned Entity; (iii) engaged or involved in, or otherwise subject to any Compliance Proceedings, whether actual, threatened or pending; and/or (iv) directly or indirectly controlled or owned 50% or more (individually or in the aggregate) by, any person covered by (i) to (iii);

“**Sanction Laws**” means the economic or financial sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), the United Nations Security Council, the European Union, His Majesty’s Treasury, the Australia government and/or other relevant government or sanctions authority;

“**Sanctioned Entity**” means a person, an entity, or a member of any group of persons or entities who is the subject of economic or financial sanctions or trade embargoes administered or enforced under the Sanctions Laws (including the designation as a “specially designated national” or “blocked person”);

“**Services**” has the meaning given to such term in clause 4(a);

“**Service Term**” means the period commencing on the Commencement Date and expiring on the End Date; and

“**Subscription Portal**” means the online platform hosted on JustCo’s website and/or JustCo mobile application which facilitates a Member’s subscription and purchase for the Membership, Services and/or Additional Services.

## 2. Term

(a) Subject to clause 2(b), this Agreement shall take effect and become legally binding on both parties upon (i) the Member’s completion of the Initial Fee Payment and receipt of the Membership Confirmation Email (“**Membership Confirmation**”) if subscription is performed through the Subscription Portal, and (ii) in any other case, when this Agreement is executed by the parties.

(b) The Member shall cooperate with JustCo’s customer due diligence and screening requirements as may be required under applicable law. Completion of these checks to JustCo’s satisfaction is a condition subsequent to this Agreement, and acceptance of the Member is at JustCo’s sole discretion. If JustCo rejects the Member following such checks, this Agreement shall be void, and JustCo shall refund the any Initial Fee Payment received, with such refund being the Member’s sole remedy and JustCo having no further liability.

(c) The Service Term shall start on the Commencement Date and shall continue until the End Date, unless terminated or renewed in accordance with this Agreement:

(i) With respect to a 1-month plan, the first month will be from the Commencement Date to the last day of the calendar month in which the Commencement Date occurs, and if such plan is renewed, each subsequent month will then be a full calendar month.

(ii) With respect to a multi-month plan, which is renewed, the first renewed month shall be from the date immediately following the end of such plan to the last day of the calendar month in which such date occurs, and each subsequent month shall be a full calendar month.

(b) At the end of the Service Term, this Agreement will automatically renew for further terms of one (1) month, unless



# MEMBERSHIP AGREEMENT

JustCo informs the Member that this Agreement will not be renewed or the Member serves a Cancellation Notice at any time before the end of the Service Term. Each renewed term shall be (i) on the same provisions as this Agreement and (ii) subject to any adjustments to the Membership Fee required to be made to reflect JustCo's prevailing membership fee for the Services at the time of renewal.

(d) Following the Membership Confirmation Email or execution of this Agreement (as the case may be), under no circumstances shall the Member be permitted to make any changes to the scope of the Membership and Services or purport to terminate this Agreement. The Member undertakes to complete the Service Term and agrees that (i) pre-termination of this Agreement or (ii) reducing the contracted number of Hot Desk Monthly (or Hot Desk Day) ("**Downgrading**"), is not permitted under any circumstances. Any purported pre-termination or Downgrading by the Member before the expiry of the Service Term shall not be effective and will be a fundamental breach of this Agreement and JustCo reserves the right to pursue the remedies prescribed at clause 12(b).

### 3. Membership

(a) JustCo shall provide the Member with the Services during the Service Term, subject to the provisions of this Agreement ("**Membership**").

(b) The Member acknowledges and agrees that:

- (i) the Membership and this Agreement do not confer upon the Member a lease or tenancy or any right of exclusive possession or any ownership of or title to any part of the Premises or any Other Premises and that they remain in JustCo's possession and control; and
- (ii) the availability of the Services under this Agreement is subject to compliance by the Member of its obligations under this Agreement.

(c) The Member agrees that JustCo:

- (i) shall collect and use the Personal Data of the Member's Permitted Occupiers, including the information included in the Key Details, for the purposes of (1) conducting customer due diligence checks as may be required by applicable law, (2) fulfilling JustCo's obligations under this Agreement or applicable laws, (3) complying with directions from governmental authorities, and/or (4) such other purposes prescribed under JustCo's Privacy Policy. The Member further agrees to facilitate any such collection of Personal Data from its Permitted Occupiers; and
- (ii) may record the common areas in the Premises and Other Premises via closed-circuit television for security and purposes relating to the administration and management of the Services.

(d) JustCo shall comply with the Privacy Laws when collecting, using and storing such Personal Data.

(f) The Member acknowledges and agrees that the House Rules and General Terms form a part of this Agreement and that JustCo may vary the provisions of the House Rules and General Terms as it deems reasonably appropriate or necessary. To the extent of any inconsistency between the Key Details, the General Terms, and the House Rules, the documents shall prevail in the following order of precedence: (i) Key Details; (ii) General Terms; and (iii) House Rules. JustCo shall not, without the consent of the Member, vary the House Rules and General Terms in a way which would have the effect of varying the Membership Fees payable under this Agreement or materially adversely affecting the Services under this Agreement.

### 4. JustCo's Obligations

(a) During the Service Term, JustCo shall provide the following services to the Member (the "**Services**"):

- (i) access to the Premises;
- (ii) access to any Other Premises during business hours, being 8.30 am to 6.00 pm (Mondays to Fridays, excluding any public holidays);
- (iii) non-exclusive use of the passageways, lavatories, pantries, breakout areas and other common areas, and any other common facilities in the Premises and the Other Premises; and
- (iv) access to and use of the online community portal and member network of JustCo.

(b) Additional services complementary to the Services, such as the booking and use of meeting rooms, including such other additional services, add-ons and/or upgrades described on the Fee Schedule and/or Subscription Portal, may be provided at such additional fees and upon such other terms to be determined by JustCo (collectively the "**Additional Services**"). Any additional fee charged in respect of an Additional Service shall be referred to as the "**Additional Service Fee**". Additional Services may be subscribed at any time by the Member and its Permitted Occupiers through such platforms as JustCo may prescribe, including through JustCo's mobile application, Subscription Portal, order forms, quotations, or other documents. The Member shall be bound by any subscription of Additional Services undertaken by its Permitted Occupiers. The availability and scope of the Additional Services that JustCo or any JustCo Group Company may provide under this Agreement are subject to change from time to time at JustCo's discretion.

(c) Where reasonably necessary for JustCo's operational requirements (including without limitation emergencies, health and/or safety situations), JustCo may relocate the Member's Membership at the Premises to or any other of JustCo's other operating premises ("**Alternative Office Space**"). In such circumstances, JustCo will provide prior notice to the Member detailing the change, provided that prior notice is not required where such change is necessitated by an



# MEMBERSHIP AGREEMENT

emergency or any situation affecting health and/or safety. JustCo will use reasonable efforts to minimise any inconvenience in connection with the relocation to an Alternative Office Space. If JustCo is unable to provide an Alternative Office Space or if the Member declines to accept the replacement, this Agreement may be terminated by either party upon the provision of seven (7) days written notice. In such event, the Member shall be released from its obligation to pay the Membership Fees payable for the remainder of the Service Term following such termination date.

## 5. Member's Obligations

(a) The Member agrees to:

- (i) comply with its obligations under this Agreement and the House Rules as well as all applicable laws relating to the use of the Services and/or the Additional Services;
- (ii) take reasonable care of the Premises and any Other Premises (including all items, equipment, cable connections, furniture and fittings therein);
- (iii) not do or permit anything be done on the Premises and/or any Other Premises that is or likely to, in JustCo's reasonable opinion:
  - A. be a nuisance or annoyance or harassment;
  - B. interfere with the quiet, comfort and peace of such premises;
  - C. cause any injury, damage or loss to JustCo or any third party; and/or
  - D. be unlawful, illegal in nature or constituting a criminal offence or tortious act under any applicable laws;

(b) The Member agrees that:

- (i) the Member is responsible for all acts or omissions by the Member's Permitted Occupier(s); and
- (ii) any breach of the Member's obligations in this Agreement or the House Rules by the Member's Permitted Occupier shall be deemed a breach of this Agreement by the Member.

## 6. Card Payment Method

In cases where a Card Payment Method is selected by the Member as the mode of payment:

- (a) The Member consents to the collection and storage of data relating to the Member's Card Payment Method by the third-party service provider facilitating payment collections on behalf of JustCo.
- (b) The Member authorises JustCo to charge the Member's Card Payment Method for all payments payable under this Agreement, including the right to charge on a recurring basis for the recurring Membership Fee due under this Agreement.
- (c) It is the Member's obligation to ensure that the Card Payment Method remains valid and/or is sufficiently funded during the Service Term.
- (d) The Member warrants and represents to JustCo that the Member is the beneficial account holder and/or is expressly

authorised by such beneficial account holder to provide, furnish and use such credit or debit card details under the Card Payment Method for the purposes of payment of all fees stipulated under this Agreement.

## 7. Fees and Payment

(a) (**Membership Fee**) The Membership Fee for the first month of the Service Term, or in cases of an incomplete month, the pro-rated Membership Fee for the period from the Commencement Date and the last day of that calendar month, will be invoiced and due and payable by the Commencement Date. Thereafter, the Membership Fee will be due and payable on the 1<sup>st</sup> of every calendar month during the Service Term, and where a Card Payment Method is selected as the mode of payment, JustCo shall charge the Card Payment Method.

(b) (**Additional Service Fee and Other Amounts**) JustCo will invoice the Member for any Additional Service Fee and any other amounts payable under this Agreement and such invoiced amounts are due on the 1<sup>st</sup> of the next calendar month. Where a Card Payment Method is selected as the mode of payment, JustCo shall charge the Card Payment Method for such invoiced amounts.

(c) (**Failed Payment**) If any charge to the Card Payment Method fails and/or JustCo does not receive payment of invoiced amounts by its specified due date and remains unpaid beyond five (5) working days after JustCo has provided notice of such non-payment (a "**Failed Payment**"), JustCo may at its discretion:

- (i) immediately suspend any or all of the Services and/or Additional Services and/or restrict the Member's access to the Premises and Other Premises and may charge a re-activation fee of \$100 (or such other amount as may be updated from time to time as published in the Fee Schedule) to lift such suspension and/or restriction after the Member has paid all outstanding amounts;
- (ii) terminate this Agreement pursuant to clause 11(a);
- (iii) charge a late payment fee of \$80 (or such other amount as may be updated from time to time as published in the Fee Schedule) and also interest at the Interest Rate on such outstanding amount from the day immediately following the specified due date to the date such amount is finally paid in full;
- (iv) treat all incurred amounts as being immediately due and payable; and/or
- (v) take action to recover all outstanding amounts owing to JustCo and any JustCo Group Company, and all costs and expenses incurred in recovering such amounts (including all legal costs and disbursements on the basis of a full indemnity).

JustCo may, but is not obliged to, make further attempt(s) at charging the Card Payment Method in the event of a Failed Payment prior to exercising its rights under this Agreement.



# MEMBERSHIP AGREEMENT

(d) **(Administrative Fees)** Where applicable, the Member is responsible for and JustCo shall charge the Card Payment Method any bank administrative fees, bank charges, transaction fees, credit card fees and foreign exchange charges incurred in relation to this Agreement. For clarity, payment for any amounts under this Agreement using the Card Payment Method shall be subject to an administrative charge of 5% or such other rate as may be updated from time to time by JustCo in its sole discretion.

(e) **(Payment Obligations)** Notwithstanding the billing schedule described in clause 7, the Member remains responsible for the payment of each Membership Fee, any Additional Service Fee and any other amounts payable under this Agreement through the end of the Service Term.

(f) **(Taxes)** All amounts specified in this Agreement are exclusive of goods and services taxes, or any other similar taxes. In addition to being responsible for all amounts payable under this Agreement, the Member shall also be responsible for such taxes where applicable on all such amounts and, if requested by JustCo, provide to JustCo evidence of such payment.

(g) **(Currency)** All amounts specified in this Agreement are stated in Australian dollars unless specified otherwise.

## 8. Insurance

The Member is responsible for taking out and maintaining, at its own cost, personal property insurance and general liability insurance for the duration of the Service Term to cover the Member and the Member's Permitted Occupiers against any injury, property loss and damage, or any such other liability.

## 9. Compliance with laws

(a) Each party must comply with all applicable laws where the Premises are located, including the relevant data privacy laws of each party in which Personal Data is received, collected, held, used or disclosed by that party in connection with this Agreement.

(b) The Member represents and warrants that, at the date of this Agreement and throughout the Service Term, neither the Member nor any of its owners, shareholders, directors, officers or authorised representatives is a Prohibited Person, nor is involved in, or subject to, any Compliance Proceedings. The Member must immediately notify JustCo in writing if it becomes aware of any circumstances indicating that it or its Personnel may be or become a Prohibited Person. JustCo may, acting reasonably, suspend the Member's access to the Premises or terminate this Agreement with immediate effect if the Member is in breach of this clause.

## 10. Confidentiality

(a) Each party shall keep the terms of this Agreement confidential and shall not disclose any terms to any third party without the prior written consent of the other party, provided

that (i) JustCo shall have the right to identify the Member as a member of the Premises, and (ii) each party may disclose such terms to its professional advisors and/or Group Company.

(b) The confidentiality obligations in this clause do not apply to information that (i) is or becomes legally in the public domain without a breach of such confidential obligations; or (ii) is required to be disclosed by law.

## 11. Termination

JustCo may immediately terminate this Agreement by written notice:

(a) in the event of a Failed Payment;

(b) if the Member has breached any other provisions of this Agreement and/or the House Rules and:

(i) such breach, if capable of remedy, is not fully remedied within the reasonable period specified in JustCo's notice of breach; or

(ii) such breach is not capable of remedy, or the offending conduct continues or recurs despite JustCo having issued a notice of breach; or

(c) if insolvency, bankruptcy or judicial management (or other similar process) proceedings are threatened against the Member or if the Member becomes unable to pay its debts as they fall due.

## 12. Effect of termination or expiry

(a) Upon the termination or expiry of this Agreement:

(i) the Member's right to access and use the Premises and/or Other Premises shall immediately cease;

(ii) the Member shall pay to JustCo all other unpaid amounts payable under this Agreement and where a Card Payment Method is selected as the mode of payment, JustCo shall charge all such amounts to the Card Payment Method;

(iii) any items, belongings and/or personal effects left behind by the Member and/or its Permitted Occupiers will be held by JustCo for a period of seven (7) days from the date of termination. At the conclusion of this period, if any items, belongings and/or personal effects left behind by the Member and/or its Permitted Occupiers have not been claimed, they will be deemed to have been abandoned and JustCo may dispose of such items in any manner at its sole discretion. JustCo is not liable for any disposal of such items under this clause at the conclusion of the seven (7) day period, and the Member shall be responsible for paying any fees reasonably incurred by JustCo in holding and/or disposing, of such items; and;

(iv) where termination of this Agreement is due to a Failed Payment, all amounts payable under this clause 12(a) shall be paid within seven (7) days from the date JustCo issues the relevant invoice to the Member.

(b) If this Agreement is terminated by JustCo pursuant to clause 11 or repudiated by the Member under any other



## MEMBERSHIP AGREEMENT

circumstances, the Member shall be liable to compensate JustCo an amount up to the total Membership Fees payable for the remainder of the Service Term, with such payment to be made within fourteen (14) days from the date of JustCo's written notice on the same. Any such payment shall be in addition to the other obligations set out in this clause 12. The Member agrees that such amount may be charged by JustCo to the Card Payment Method.

### 13. JustCo's Liability

(a) JustCo and/or the relevant JustCo Group Company provides the Services and Additional Services on an "as is" basis and to the maximum extent permitted by law, excludes any representation, warranty, condition, guarantee or undertaking that may be implied by law or statute into this Agreement.

(b) To the maximum extent permitted by law, other than any wilful misconduct, gross negligence or fraud by JustCo and where it is otherwise reasonable, JustCo is not responsible for and the Member waives and releases JustCo from any Claims in connection with:

- (i) any interruption, disruption or cessation in the Member's use of the Premises and/or Other Premises;
- (ii) any accident, happening or injury suffered on the Premises and/or Other Premises; or
- (iii) any damage to or loss of any goods or property on the Premises and/or any Other Premises.

(c) JustCo does not represent, warrant or guarantee to the Member any condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement.

(d) Neither JustCo nor any JustCo Group Company shall be liable to the Member for any special, indirect or consequential damages, including without limitation any loss of profits or losses related to business interruption.

(e) JustCo shall not be responsible for any mail, package or any other delivery addressed for delivery to the Premises or any Other Premises.

(f) JustCo shall not be liable for any delay or failure to perform any obligations under this Agreement resulting from circumstances beyond JustCo's reasonable control, including

(i) power outages, fire or other casualty, natural disaster, act of God, epidemic, pandemic, strike or labour dispute, war or civil unrest, terrorism, or any law, order or requirement of any governmental authority, (ii) delays or changes in construction of the Premises, and (iii) delay or failure caused by conditions under the control of JustCo's landlord of the Premises.

(g) The Member agrees that it shall not commence any action or proceeding for any cause of action in connection with this Agreement unless such action or proceeding is commenced within three (3) years of the occurrence of the alleged cause of action.

### 14. The Member's Liability

(a) The Member shall be liable for, and hereby indemnifies and holds harmless JustCo, each JustCo Group Company and their respective Personnel from and against, any and all Claims by third parties in connection with any breach by the Member of this Agreement, the Member's use of the Services and/or Additional Services (except to the extent any such Claim arises due to JustCo's wilful misconduct, gross negligence or fraud).

(b) The Member shall be liable for any and all costs incurred for repairs or replacement to make good any damage resulting from the use by the Member of the Premises and Other Premises, fair wear and tear excepted.

(c) Neither the Member nor any Member Group Company shall be liable to JustCo for any special, indirect or consequential damages, including without limitation any loss of profits or losses related to business interruption.

### 15. General

(a) (**Entire Agreement**) This Agreement together with the House Rules constitute the entire agreement between JustCo and the Member with respect to the subject matter of this Agreement. The Member acknowledges it has not relied on any representations or warranties outside of this Agreement in entering into this Agreement.

(b) (**Severability**) If any part of the provisions of this Agreement is illegal or unenforceable, it will be severed from these provisions and the remaining provisions will continue in full force and effect.

(c) (**Relationship**) The relationship between the parties is one of independent contractors. Nothing in this Agreement creates or implies any partnership, joint venture, fiduciary, agency or employment relationship between the parties. Each party is engaged in the operation of its own respective business, and neither party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other party. The Member agrees that it is entering into this Agreement for the purposes of its trade, business and/or profession, and not as a consumer.

(d) (**Jurisdiction**) This Agreement is governed by the laws of the state in which the Premises are located and the parties submit to the exclusive jurisdiction of the courts of such state.

(e) (**Assignment**) The Member shall not assign or novate any of its rights or obligations under this Agreement without prior written consent from JustCo. JustCo may assign its rights or novate this Agreement to any JustCo Group Company upon written notice.

(f) (**Communication**) Any invoice, notice, demand or other communication to be served on a party must be in writing. Unless otherwise provided, notices shall be sent by email using the Contact Details, and will be deemed to have been received on the date and time the email was sent (as evidenced in the sender's email sent history).



(g) **(Waiver)** Mere delay by a party in exercising any right does not constitute a waiver of that right, nor will any waiver (either wholly or in part) by a party of any particular right operate as a subsequent waiver of the same or any other right of that party. JustCo's rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

Updated as at 23 January 2026