# **₩** mindwarehouse

# mindwarehouse Terms and Conditions for Meeting Room Use

1. **Acceptance of Terms.** The use of the facilities at, and the services provided to you ("User") by mindwarehouse, LLC ("mindwarehouse") (including but not limited to use of mindwarehouse office space at 111 NE 1<sup>st</sup> Street, Miami, Florida, 33132, access to Internet, etc.), are subject to the following Terms and Conditions ("Terms"). mindwarehouse reserves the right to modify and/or update these Terms, as well as the mindwarehouse Community Values and Guidelines ("Guidelines") and the mindwarehouse Rates (the "Rates"), each as attached hereto or delivered herewith, at any time without notice to you, and continuing your use thereafter constitutes acceptance of such modifications and/or updates.

2. **Services.** mindwarehouse may provide you with access to office space, work stations, internet access, office equipment, conference space, knowledge resources, and other services as mindwarehouse may offer from time to time (collectively, "Services"). All fees and charges are nonrefundable. mindwarehouse may change the fees and charges then in effect, or add new fees or charges, in its sole discretion by giving you notice in advance. Services may be unavailable during a period of repair and maintenance or special events or programs.

3. **Permitted Uses.** You shall use and maintain the premises in a clean, careful, and safe manner and comply with all applicable laws, ordinances, orders, rules, and regulations of all governmental bodies (state, federal and municipal). You will not deface or injure the premises or any part thereof or overload the floors of the premises. mindwarehouse retains the right to charge Users of the space causing any damage to the facility or its equipment that exceeds regular wear and use for such damages. As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these Terms, or that are prohibited by the Guidelines. You may not use the Services in any manner that could damage, disable, overburden, or impair any mindwarehouse server, or the network(s) connected to any mindwarehouse server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any mindwarehouse server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

mindwarehouse reserves the right to charge Users for meeting room time, printing, shipping, and receiving, phone use, and other services that exceed normal consumption or as expressly stipulated in this agreement or rates sheet.

You hereby represent and warrant that you have all requisite legal power and authority to enter into a User Agreement and abide by the terms and conditions of these Terms (and all Guidelines) and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. **mindwarehouse Required Disclosures.** mindwarehouse reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as mindwarehouse deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in mindwarehouse's sole discretion.

### 5. Confidentiality.

a. You acknowledge and agree that by virtue of your use of services at mindwarehouse your participation in and use of the Services you may be exposed to certain information relating to mindwarehouse or any of its users, members or users of the Services, or its or their business and opportunities, which information may be nonpublic, proprietary or confidential, and which may include (but not be limited to) techniques, processes, computer software, scientific discoveries, experiments, data, technologies, equipment designs, products, training, devices, knowhow, trade secrets, charts, manuals, and improvements thereto, financial information, services, marketing plans, employees, customers, client or contact lists, sales information, operations plans or information, analyses, compilations, studies, or any other information which you are obligated to maintain as confidential or which you know or have reason to know should be maintained as confidential, whether such information may have been obtained directly or through examination or observation of or access to the Services ("Confidential Information"). Accordingly, you agree that (i) you will maintain the Confidential Information in strict confidence, and (ii) you will not, except as expressly authorized by mindwarehouse or the applicable party to which such Confidential Information belongs, use for your own benefit (or for the benefit of any person or entity other than mindwarehouse or the disclosing party), copy, reveal, sell, exchange or give away, disclose, divulge or make known or available in any manner to any third party (whether or not you receive any benefit therefrom), any Confidential Information

b. All Confidential Information remains the sole and exclusive property of mindwarehouse or the respective disclosing party. You acknowledge and agree that nothing in the Terms or the Guidelines or your participation or use of the Services, will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of mindwarehouse or any participant or user of the Services.

c. Unauthorized disclosure or use of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by damages. In the event of a breach or threatened breach of this Agreement, mindwarehouse and/or the applicable user/member shall be entitled to a preliminary injunction and/or a temporary restraining order from any court of competent jurisdiction enjoining or restraining the breaching User from using or disclosing the Confidential Information, or such other equitable relief as may be necessary to protect the applicable interests, without the necessity of proving the inadequacy of any legal remedies or irreparable harm or of posting bond. Such remedy shall be additional to and not a limitation upon any other remedy which may otherwise be legally available to mindwarehouse or the applicable user/member, including but not limited to a remedy for actual damages occasioned by the breach of the terms of this Agreement (which damages shall include costs, expenses and reasonable attorneys' fees).

6. **Participation In or Use of Services.** You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that mindwarehouse does not have any liability with respect to your access, participation in, or use of the Services, or any loss of information resulting from such participation or use.

## 7. Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MINDWAREHOUSE PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH THE USER.

### 8. Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH USER HEREBY WAIVES. RELEASES AND DISCHARGES MINDWAREHOUSE AND ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE MANAGER, OFFICERS, AGENTS, SHAREHOLDERS, USERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, AND IN NO EVENT SHALL MINDWAREHOUSE OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE MANAGER, OFFICERS, AGENTS, SHAREHOLDERS, USERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY BE LIABLE FOR. ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE OF THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MINDWAREHOUSE, AND EVEN IF MINDWAREHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 9. Limitation of Liability and Remedies.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES OR DAMAGES TO LOSS OF PERSONAL EQUIPMENT AND BELONGINGS), THE ENTIRE LIABILITY OF MINDWAREHOUSE OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE MANAGER, OFFICERS, AGENTS, SHAREHOLDERS, USERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS TOU AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO TEN DOLLARS (USD \$10.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 7 AND 8 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. **Termination.** mindwarehouse reserves the right to terminate any Service at any time. mindwarehouse further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the Terms or Guidelines. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY MINDWAREHOUSE NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND MINDWAREHOUSE MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON AT ANY TIME. Upon termination, you agree to immediately remove any and all of your personal property from the premises.

11. **Non-Disparagement.** You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding mindwarehouse, or any of mindwarehouse's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

12. **Indemnification.** You release, and hereby agree to indemnify, defend and hold harmless mindwarehouse and mindwarehouse's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future managers, officers, agents, shareholders, users, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and/or fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by mindwarehouse or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. **Insurance.** mindwarehouse carries Liability and Business Personal Property insurance. mindwarehouse Users are not required but it is strongly suggested that they carry an insurance policy to cover their own equipment and personal property while using our space.

#### 14. Additional General Terms.

You furthermore agree to the following additional general terms and conditions:

a. You shall not place anything, or allow anything to be placed, in the common areas, in any, or near the glass or any window, door, partition or wall which may in mindwarehouse's judgment, appear unsightly from the common areas or from the outside of the building in which the premises are situated ("Building"). You also shall not place anything, or allow anything to be placed, on any window, door, partition or wall without prior consent from mindwarehouse.

b. The halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the premises. The halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and mindwarehouse shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of mindwarehouse, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the building. Neither you nor any of your employees or invitees shall go upon the roof of the building.

c. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by you or your employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be born by you.

d. You shall not cause any unnecessary janitorial labor or services by reason of your carelessness or indifference in the preservation of good order and cleanliness.

e. No cooking shall be done or permitted on the premises, nor shall the premises be used for lodging (the use of a coffee maker and microwave are, however, permitted uses).

f. You shall not bring upon, use or keep in the premises or the building, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by mindwarehouse.

g. mindwarehouse shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting of wires is to be allowed without the consent of mindwarehouse. The locations of telephones, call boxes and other office equipment affixed to the premises are determined by mindwarehouse, in its sole discretion.

h. Upon the termination of Services, you shall deliver to mindwarehouse all keys and passes for offices, rooms, and toilet rooms which shall have been furnished to you. In the event of the loss of any keys so furnished, you shall pay mindwarehouse therefore. You shall not make, or cause to be made, any such keys, you shall order all such keys solely from mindwarehouse and you shall pay mindwarehouse for any additional such keys over and above the set(s) of keys originally furnished by mindwarehouse.

i. You shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the premises in any manner except as approved by mindwarehouse.

j. No furniture, packages, supplies, equipment or merchandise will be received in the building or carried up or down in the elevator or stairways, except between such hours and in such elevator and stairways as shall be designated by mindwarehouse.

k. You shall cause all doors to the premises to be closed and securely locked before leaving the building.

I. Without the prior written consent of mindwarehouse, you shall not use the name of the building or any picture of the building in connection with, or in promoting or advertising your business, except you may use the address of the building as the address of your business.

m. You shall cooperate fully with mindwarehouse to assure the most effective operation of the premises' or the building's heat and air conditioning, and shall refrain from attempting to adjust any controls. You shall keep corridor doors closed.

n. Except for mindwarehouse's gross negligence, you assume full responsibility for protecting the premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the premises closed and secured.

o. Except with the prior written consent of mindwarehouse, you shall not sell or cause to be sold any items or services at retail in or from the premises, nor shall you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the premises for the service or accommodation of occupants of any other portion of the building without written consent of mindwarehouse.

p. You shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the premises, nor store goods, wares or merchandise on the premises. You shall not allow any vending machines on the premises without mindwarehouse's prior consent.

q. No freight may be moved into, within or out of the building other than as expressly authorized by mindwarehouse, and any such movement of freight shall be under the supervision of mindwarehouse and according to such regulations as may be promulgated by mindwarehouse and the building's owner.

r. On weekends, federally observed holidays and on other days during certain hours for which the building may be closed after normal business hours, access to the building or to halls, corridors, elevators, stairwells will be controlled by through the use of a passcode system, and access to the mindwarehouse space will be controlled through the use of a card key or passcode system. These systems will verify any and all persons seeking access to the building and the mindwarehouse space through the use of proper identification to determine if they have rights of access to the premises.

mindwarehouse shall in no case be liable for damages wherein admission to the building has not been granted during abnormal hours by reason of your failing to properly identify yourself through the use of a card-key or passcode, or through the failure of the building to be unlocked and open for access by you, your employees and general public. Nothing contained herein shall obligate mindwarehouse to provide such passcode or card key system or to make mindwarehouse liable for any act or omission or failure of such system and the pass codes or card keys which may be provided.

s. You shall not change locks or install other locks on doors without the prior written consent of mindwarehouse.

t. You shall give prompt notice to mindwarehouse of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to you so the same may be attended to properly.

u. No safes or other objects larger or heavier than the freight elevators of the Building are limited to carry shall be brought into or installed on or in the premises. mindwarehouse shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by mindwarehouse, be required to be supported by such additional materials placed on the floor as mindwarehouse may direct, and at your expense. In no event can these items exceed a weight for which the floor is designed.

Internet Policy: Wireless access to the Internet is provided during your use. Service interruptions, if they v. occur, will be handled as promptly as possible. mindwarehouse is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. Unless otherwise set forth by mindwarehouse in writing, you are receiving a single user account solely for your use of the Services through one unit per login session. You agree not to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches these Terms and may constitute fraud or theft, for which mindwarehouse reserves all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. mindwarehouse may change your address, log-in name or password at any time. mindwarehouse will assign you an IP address each time you access the Service, and it will vary. You may not assign your log-in name, password or IP address to any other person. You agree not to use the Service, any mindwarehouse or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: a. violating any applicable law or regulation; b. posting or transmitting content you do not have the right to post or transmit; c. posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; d. posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion; e. attempting to intercept, collect or store data about third parties without their knowledge or consent; f. deleting, tampering with or revising any material posted by any other person or entity; g. accessing, tampering with or using non-public areas of the Service or any mindwarehouse or related website, computer systems or network; h. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; i. attempting to access or search the Service or any mindwarehouse or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by mindwarehouse or other generally available third party web browser; j. sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail"; k. using the Service or any mindwarehouse or related website or network to send altered, deceptive or false source-identifying information; I. attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any mindwarehouse or related website or network; m. interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any mindwarehouse or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any mindwarehouse or related website or network; or n. impersonating or misrepresenting your affiliation with any person or entity. If mindwarehouse suspects violations of any of the above, mindwarehouse will investigate and may institute legal action, immediately deactivate Service to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with mindwarehouse in investigating suspected violations.

w. You shall not install, maintain or otherwise locate at mindwarehouse any computer server of any kind, whether hardware or software.

x. No User shall drink alcoholic beverages to excess. No alcohol shall be sold or otherwise transferred in

violation of law on mindwarehouse premises. Your alcohol intake is not monitored by mindwarehouse and you release and hold harmless and indemnify mindwarehouse from any damages that may occur due to your consumption of alcohol on the mindwarehouse premises or in connection with any mindwarehouse event, whether that be while operating a motor vehicle or otherwise.

y. No weapons of any kind are permitted on Club property unless you are a uniformed police officer and are on duty and identify yourself as such. Possession of weapons is grounds for immediate termination of space use.

15. **Building Rules.** You understand that mindwarehouse is a tenant pursuant to a lease (the "Lease") with respect to the premises herein leased. A copy of the building rules and regulations are available at the mindwarehouse reception desk or upon request. You understand the occupancy of the premises is subject to, in addition to the Terns, the provisions of the Lease. User will comply with all rules, regulations and requirements of the building in which the premises are located and with reasonable rules and regulations established by mindwarehouse and related to the premises and Users use thereof. mindwarehouse will have no responsibility to you for violation of any agreement provision or rules and regulations by any other User of mindwarehouse. Termination of the Master Lease will terminate their terms and all mindwarehouse obligations hereunder.

#### 16. **Miscellaneous.**

a. Entire Agreement. These Terms, the Guidelines and the Rates constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.

b. Severability. In the event that any provision or portion of these Terms, the Guidelines and the Rates, is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of these Terms, the Guidelines and the Rates, shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

c. Waivers. No waiver shall be binding on mindwarehouse unless executed in writing by an authorized representative of mindwarehouse.

d. Successors and Assigns. These Terms, the Guidelines and the Rates, shall be binding on your heirs, legal representative, successors and assigns.

e. No Assignment. In no event may you assign in whole or in part use of the Services, without the advance written consent of mindwarehouse.

f. Notice. All notices, requests, demands or other communications for which these Terms, the Guidelines and the Rate Sheet provides shall be in writing and shall be addressed at the following addresses:

If to mindwarehouse: mindwarehouse, LLC 111 NE 1<sup>st</sup> Street, 7<sup>th</sup> Floor, Miami, FL 33139

If to you:

At the address set forth on any communications

or such other address as any party may designate in writing. All notices under this the Management Agreement (including these Terms, the Guidelines and the Rates) shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) Upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

g. Attorney's Fees. If mindwarehouse shall bring any action for any relief against you arising out of the Use of the Space, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

h. Governing Law. The rights and obligations of hereunder shall be governed by these Terms, the Guidelines and the Rates) shall be construed and enforced in accordance with, the laws of the State of Florida. Venue for the resolution

of any dispute arising out of this Agreement shall be Miami Dade County, Florida.

i. Modification. mindwarehouse may in its sole discretion, upon written notice, change the Terms, the Guidelines and the Rates.

By reserving or utilizing space, I hereby acknowledge that I have read and understood all of the terms and conditions contained in this Agreement, and further agree to be bound to the Terms of Use regarding my participation in and use of the Services.