



Your **work.** Your **place.** Your **time.**

Co-Merge Membership Terms of Service

This Co-Merge Membership Terms of Service (these “Terms of Service”) apply to and govern the use of the premises occupied by Waynlo Building Corp DBA Co-Merge Workplace (“Co-Merge”) and all services offered, provided or made available by Co-Merge to its members. Each person (referred to in these Terms of Service as “you”) who registers with Co-Merge as a member and/or accesses or uses any services of Co-Merge, agrees to bound by all of these Terms of Services.

CO-MERGE MAY MODIFY THESE TERMS OF SERVICE AT ANY TIME IN ITS DISCRETION AS IT DEEMS NECESSARY TO PROTECT THE INTERESTS OF CO-MERGE OR ITS MEMBERS. CO-MERGE ENCOURAGES YOU TO PERIODICALLY REVIEW THESE TERMS OF SERVICE (WHICH ARE POSTED AT www.co-merge.com/terms-of-service) TO STAY INFORMED AND UPDATED AS TO MODIFICATIONS TO THESE TERMS OF SERVICE. YOU AGREE TO BE BOUND BY ALL MODIFICATIONS TO THESE TERMS OF SERVICES.

Services

Co-Merge offers a variety of services that are designed to foster a collaborative and entrepreneurial working environment at its premises located at any of the following locations:

- 330 A Street, San Diego, CA 92101

(the “Premises”) by providing multiple individuals who register and join as members of Co-Merge (“Members”) with access to the Premises for professional office use, meetings, or events. The range of services offered by Co-Merge to its members is described on www.co-merge.com and may be subject to change from time by Co-Merge in its discretion. All of services offered by Co-Merge to its Members from time to time shall be referred to herein as the “Services.” Subject to your full and timely payment of all Fees in accordance with these Terms of Services, Co-Merge hereby grants you a limited, non-exclusive, terminable right to access and use the Premises for the purposes of accessing and utilizing the Services in accordance with these Terms of Service. Your right to access and use the Premises and the Services is expressly conditioned upon your full compliance with the terms of these Terms of Service.

Fees and Payment Terms

You agree to pay Co-Merge all fees, costs, and expenses described and set forth in the list of fees on the Pricing page (the “Fees Schedule”) posted at www.co-merge.com (the “Fees”) in accordance with these Terms& Conditions, as well as those of the Fees Schedule. Co-Merge may modify the Fees Schedule at any time in its sole discretion upon thirty (30) days notice to its Members by posting a revised Fees Schedule on its website located at www.co-merge.com (the “Website”). You agree to pay all Fees (as may be modified) in accordance with the payment terms set forth in the Fees Schedule. If you fail to pay any Fees when due, Co-Merge, in addition to its other rights under these Terms of Service, may assess a late fee in the amount of fifteen percent (15%) of the outstanding amount of such unpaid Fees for each thirty (30) day period during which such unpaid amount remains outstanding. You shall also pay all undisputed fees, costs and expenses incurred by Co-Merge, including its reasonable attorney’s fees and costs, incurred in connection with its efforts to collect any unpaid Fees owed by you. NO FEES SHALL BE REFUNDED OR PRORATED BY CO-MERGE UNDER ANY CIRCUMSTANCES.

Your Obligations and Prohibited Activities

You agree to comply with all of the following terms and conditions:

- At all times when you are in or around the building in which the Premises are located (the “Building”), you shall conduct yourself in a professional and responsible manner and shall not act in any way that may unreasonably disturb other occupants of the Building.
- While on the Premises, you shall conduct yourself in a professional and responsible manner and shall not act in any way that may unreasonably disturb other Members. Examples of anti-social behavior that violates these Terms of Services include without limitation (a) harassing other members of Co-Merge; and/or (b) soliciting other Members with respect to business or personal matters.
- You shall not possess any illegal drugs or substances while in the Building or the Premises.
- You shall only consume alcohol on the Premises during pre-organized events and in designated areas of the Premises. You shall not possess or consume any alcohol on the Premises if you are under the age of 21 years and shall not encourage, assist or knowingly permit any person who is under the age of 21 years to possess or consume alcohol on the Premises.
- You shall not use the Premises or the Services for any illegal or unlawful purposes. You shall not commit any unlawful or illegal act while on the Premises or in the Building.
- You shall not use any of the Services in any manner that (a) damages, disables, overburdens, impairs, or should reasonably be expected to damage, disable, overburden, or impair, any Co-Merge network, network infrastructure, any network(s) connected to any Co-Merge network or computers, and/or any equipment or property of Co-Merge; and/or (b) unreasonably interferes with any other Members’ use and enjoyment of any Services.
- You shall not gain, or attempt to gain, unauthorized access to the use of any Services (including any computer or telecommunication services or networks) except in the manner and by the means expressly authorized by Co-Merge.
- You shall not access, or attempt to access, any account, computer, computer systems, software or networks of Co-Merge or any other Member of Co-Merge through hacking, password mining, or any other unlawful or unauthorized means.
- You shall comply with all security procedures required or implemented by Co-Merge with respect to your use of the Premises and the Services.
- You shall not use any Services, or any networks or equipment of Co-Merge, for, or in connection with, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise), or to commit any act in violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM).
- You shall not use any Services, or any networks or equipment of Co-Merge, in any manner to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (including but not limited to rights of privacy and publicity) of any other person or entity.
- You shall not use any Services, or any networks or equipment of Co-Merge, to publish, post, upload, distribute or disseminate any inappropriate, offensive, profane, defamatory, obscene, indecent, violent, or unlawful materials or information.

- You shall not use any Services, or any networks or equipment of Co-Merge, to upload, post, download, distribute, access, make available, or use any files, software or materials that are owned by third parties or otherwise protected by intellectual property laws, including without limitation, copyrighted materials (including but not limited to music or video files) and materials protected by trademark, patent or trade secret laws, unless you own or control the rights thereto or have received all necessary consent to take the actions undertaken by you with respect thereto.
- You shall not use any Services, or any networks or equipment of Co-Merge, to upload, post, download, distribute, access, make available, or use any files, software or materials that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may erase or alter data, or otherwise damage or harm the operation of any other person or entity's networks, telecommunications equipment, computers, servers, other property, or business interests.
- You shall not use any Services, or any networks or equipment of Co-Merge, to harvest, disseminate or collect information about any other person (including without limitation any other Member), including email addresses, without the authorization or consent of such person.
- You shall not use any Services, or any networks or equipment of Co-Merge, to create a false identity or otherwise for the purpose of deceiving or misleading others.
- You shall not use any Services, or any networks or equipment of Co-Merge, in any manner that violates the proprietary, contractual or intellectual property (including without limitation patent, copyright, trademark or trade secret) of Co-Merge or any other person or entity, or otherwise violates any other person or entity's rights of privacy or publicity.
- You shall not use any Services, or any networks or equipment of Co-Merge, in any manner that violates any applicable laws or regulations.
- You shall not rent, make available for public use, reproduce, duplicate, copy, trade, resell, or sublease any of the Services.

Registration/User Accounts

To join as a member of Co-Merge and use the Services, you must establish a user account by complying with the registration requirements posted on the Website, which may include the establishment of a separate user account. By registering with Co-Merge you confirm that you are at least eighteen (18) years old. You also agree that all information that you provide to Co-Merge in connection with your registration and/or user account is true and accurate. You shall be solely responsible for maintaining the secrecy of all information relating to your user account, including any log-in ID and password, and shall not provide such information to any other person. You shall be solely responsible for all activity conducted under or relating to your user account.

Your Representations and Warranties

You represent and warrant to Co-Merge as follows: (1) you are over the age of eighteen (18) years; (2) all information provided by you to Co-Merge prior to and following your registration as a Member is, and shall be, completely true and accurate; and (3) you shall strictly comply with these Terms of Services (as may be modified from time to time) in connection with your access and use of the Premises and the Services.

You agree to indemnify and hold harmless Co-Merge and its affiliates, officers, directors, managers, employees and agents, from and against any and all liability, damages, losses, charges, expenses, fines, and costs (including reasonable attorney's fees and costs, and the costs of enforcing this indemnity) suffered or incurred by Co-Merge (or any of the foregoing persons or entities) as a result of, arising out of, or relating to (1) any use of the Premises or the Services by you or any of your guests; (2) any breach by you of any of these Terms of Service; and (3) any third party claim that relates in any way to any of your acts or omissions, including without limitation, any act or omission committed while you are in the Building or the Premises and/or while using any of the Services.

Your Acknowledgements

You expressly acknowledge and agree as follows:

- YOUR USE OF THE PREMISES AND THE SERVICES IS AT YOUR SOLE RISK.
- You shall safeguard all keys or access codes to the Building or the Premises provided by Co-Merge and shall not duplicate any keys or provide such access codes to any other person or entity. You shall be responsible for all costs and expenses incurred by Co-Merge as a result of the theft, or loss of any keys or access codes to the Building or Premises provided to you.
- You shall comply with all security requirements promulgated by Co-Merge from time to time.
- Co-Merge shall have no obligation to police or monitor any use of the Premises or the Services by you or by any other Members or to screen or vet any Members prior to their access or use of the Premises or the Services. You are solely responsible for safeguarding your computer, data, and personal belongings.
- You are solely responsible for all personal and business interactions with any other Member and should exercise prudence and discretion in connection with any personal or business relationship with any other Member.
- The Services may not be available at all times for your use as a result of technical issues with, or scheduled maintenance or repair of, Co-Merge's networks or equipment and/or the use of equipment and space by other Members. Members are expected to work together in a collaborative and professional manner with respect to use of common space and equipment.
- No parking at the Building is provided by Co-Merge. You shall be solely responsible for arranging for parking in an appropriate designated parking space at your own expense. You shall not park in spaces designated for guests or tenants of the Building unless expressly authorized in advance by Co-Merge.
- You will be liable to Co-Merge for all damage to the Premises or any equipment, networks or property owned or used by Co-Merge that is caused by the acts or omissions of you or your guests, regardless of whether such damage is caused accidentally or intentionally.
- If Co-Merge provides any food or beverages for your consumption, you shall be solely responsible for ensuring that your allergic, dietary, or other health conditions enable you to safely consume such food and beverages even if you have advised Co-Merge in advance of any such conditions.
- Your guests are permitted to be on the Premises in accordance with Co-Merge policies. You are solely responsible for the fees for your guest's use of the Services in accordance with the Fees Schedule. You shall be solely responsible and liable for the acts and omissions of all of your guests and any other person whom you invite to the Premises or permit to use any of the Services.

Release

YOU, ON YOUR BEHALF AND ON BEHALF OF YOUR HEIRS, ESTATE, AND PERSONAL REPRESENTATIVES, HEREBY FOREVER RELEASE CO-MERGE, TOGETHER WITH ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LIABILITY, COSTS, AND EXPENSES (COLLECTIVELY, "CLAIMS") SUFFERED OR INCURRED BY YOU AS A RESULT OF, OR RELATING IN ANY WAY, TO YOUR ACCESS OR USE OF THE PREMISES OR ANY OF THE SERVICES. THE FOREGOING RELEASE EXPRESSLY INCLUDES WITHOUT LIMITATION: (1) ALL CLAIMS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND/OR PROPERTY LOSS SUFFERED BY YOU WHILE ON THE PREMISES OR WHILE USING THE SERVICES; (2) ALL CLAIMS RELATING TO BUSINESS LOSSES, INCLUDING WITHOUT LIMITATION CLAIMS RELATING TO LOST OR ALTERED DATA OR THEFT OF OR DAMAGE TO

YOUR COMPUTER(S) OR EQUIPMENT; (3) ALL CLAIMS RELATING TO ANY OTHER PERSON'S USE OF THE PREMISES OR THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY OTHER MEMBER OF CO-MERGE; AND (4) ALL CLAIMS RELATING TO ANY ACT OR OMISSION OF ANY PERSON EITHER ON OR OFF THE PREMISES, AND/OR WHILE USING THE SERVICES, INCLUDING WITHOUT LIMITATION ANY OTHER MEMBER OF CO-MERGE.

Co-Merge Disclaimers

YOUR ACCESS AND USE OF THE PREMISES AND THE SERVICES IS AT YOUR SOLE RISK.

CO-MERGE MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU WITH RESPECT TO THE PREMISES AND THE SERVICES. THE PREMISES AND THE SERVICES ARE MADE AVAILABLE FOR YOUR USE "AS IS" AND "WITH ALL FAULTS." CO-MERGE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PREMISES, THE SERVICES, AND ANY NETWORK, COMPUTER, FURNITURE OR EQUIPMENT LOCATED ON THE PREMISES OR PROVIDED FOR YOUR USE IN CONNECTION WITH THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. CO-MERGE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET OR ACHIEVE ANY OF YOUR EXPECTATIONS OR NEEDS.

Limitation of Liability

IN NO EVENT WILL CO-MERGE OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND WHATSOEVER ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, YOUR MEMBERSHIP IN CO-MERGE, THESE TERMS OF SERVICE, YOUR ACCESS OR USE OF THE PREMISES OR THE SERVICES, AND/OR THE TERMINATION THEREOF. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR LOST PROFITS AND ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF CO-MERGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING IN ANY WAY THE TERMS OF THE PRECEDING PARAGRAPH, IN NO EVENT SHALL CO-MERGE OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS' LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO YOUR MEMBERSHIP IN CO-MERGE, THESE TERMS OF SERVICE, AND/OR YOUR ACCESS OR USE OF THE PREMISES OR ANY OF THE SERVICES EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO CO-MERGE DURING THE ONE-MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION WHICH GIVES RISE TO THE ALLEGED LIABILITY.

Ownership Rights

Nothing in these Terms of Service shall grant, or be construed to grant, you any right, title or interest in or to any property, equipment, software, or intellectual property of Co-Merge. Your rights to Co-Merge's property, equipment, and networks are strictly limited to the rights granted under these Terms of Service permitting you to access and use the Premises and the Services. The references herein to you being a "Member" of Co-Merge are for convenience only and do not, and are not intended, to convey or imply that you are an owner of Co-Merge or otherwise own any equity, securities, assets, or any other interest of Co-Merge.

Confidential Information

In connection with your use of the Services, you may have access to, or otherwise learn or come to know, commercially-valuable information that is owned by, created by, developed by, or otherwise known to, Co-Merge or its affiliates that is proprietary and/or confidential to Co-Merge or its affiliates (“Confidential Information”). Confidential Information includes, without limitation, the following information and materials: (1) information and materials relating to existing and future services and products of Co-Merge and its affiliates; (2) information and materials relating to other Members of Co-Merge; (3) information and materials relating to the vendors, customers, distributors, suppliers, consultants, contractors, and business partners of Co-Merge and its affiliates; (4) information relating to pricing and pricing strategies; and (5) any other information that derives economic value, either directly or indirectly, from being confidential or proprietary to Co-Merge or its affiliates. If you have reasonable grounds to be uncertain whether Co-Merge deems any particular information or materials to be Confidential Information, you shall obtain clarification from Co-Merge prior to making any use or disclosure of such information.

You agree that, at all times, you shall hold all Confidential Information in strictest confidence and shall not disclose, use, or publish any Confidential Information, except as Co-Merge may expressly authorize in writing. You agree to safeguard all materials containing or incorporating any Confidential Information, whether written or otherwise, and agree not to copy, duplicate, display or distribute such materials without Co-Merge’s prior written consent. Upon any termination or expiration of your membership with Co-Merge, or at any time upon the request of Co-Merge, you shall deliver and return all documents and materials, together with all copies thereof (existing in any format or on any media), that contain, relate to, incorporate, or disclose any Confidential Information.

You acknowledge and agree that you will not knowingly attempt to access any Confidential Information or any confidential or private personal or business information relating to any other Member of Co-Merge who uses the Services.

Privacy Policy

Co-Merge seeks to protect the privacy of its Members and other users of the Website. The information collected by Co-Merge, and how such information is used and disclosed by Co-Merge is described in, and subject to the terms of, Co-Merge’s Privacy Policy. BY REGISTERING AS A MEMBER OF CO-MERGE OR USING THE PREMISES, THE SERVICES OR THE WEBSITE, YOU EXPRESSLY CONSENT TO CO-MERGE’S USE AND DISCLOSURE OF YOUR INFORMATION AS DESCRIBED IN THE PRIVACY POLICY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT CO-MERGE CANNOT GUARANTEE THAT OTHER PERSONS, INCLUDING OTHER MEMBERS OF CO-MERGE USING THE SERVICES, WILL NOT BE ABLE TO ACCESS OR USE YOUR INFORMATION. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK THAT YOUR INFORMATION MAY BE ACCESSED OR USED BY THIRD PARTIES.

Insurance

Co-Merge shall have no obligation to procure or maintain any insurance to cover any losses or damages that you may incur while on the Premises or while using the Services. You are strongly encouraged to consult with an independent insurance advisor and to obtain appropriate insurance coverage to protect your interests while on the Premises and while using the Services.

Termination of Your Membership

Your membership in Co-Merge shall commence upon your completion of the registration requirements of Co-Merge at the Website and your payment of all applicable Fees owed to Co-Merge upon registration.

You may terminate your membership with Co-Merge at any time. However, such termination will not entitle you a refund or proration of payment for any Services, which you have purchased prior to termination and you shall remain obligated to pay all Fees owed for Services that you purchased or used prior to termination.

Co-Merge may immediately terminate your membership in Co-Merge at any time upon notice to you for "Cause." The term "Cause" means that you has breached or violated any of the terms of these Terms of Service.

Upon any termination of your membership in Co-Merge: (1) you shall immediately remove your personal belongings from the Premises and cease all use of the Services, and you shall not return to the Premises without the prior permission of Co-Merge; and (2) you shall pay all Fees owed by you, including all Fees owed for Services that you or your guest purchased or used prior to termination of your membership.

The rights of Co-Merge to terminate your membership in Co-Merge as described in these Terms of Service, whether or not exercised, shall not be exclusive of any other remedies available to Co-Merge under these Terms of Service or applicable law on account of any breach or default by you of these Terms of Service.

General Provisions

- Co-Merge and you are independent parties, and neither shall be deemed an employee, partner or agent of the other for any purpose whatsoever. You expressly acknowledge and agree that these Terms of Service, and your membership in Co-Merge, do not create a joint venture, affiliate relationship, corporation, company, partnership, or any other legal entity with Co-Merge or any of its affiliates, employees, representatives, officers, directors or agents, or any owner or lessor of the Premises, and neither party has the authority to bind the other to any third party.
- These Terms of Service shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. You shall not assign any of your rights or obligations under these Terms of Service or relating to your membership with Co-Merge. Co-Merge may freely assign your membership in Co-Merge to any other person or entity without your consent.
- All notices or other communications required or permitted to be given or delivered under these Terms of Service shall be in writing and shall be sufficiently given (a) to you if sent by Co-Merge to the e-mail address designated by you when registering with Co-Merge at the Website, or such alternative e-mail address as you shall designate by notice given to Co-Merge pursuant to this paragraph; and (b) to Co-Merge if sent by you to the following e-mail address: info@co-merge.com.com or such alternative e-mail address as may be designated by Co-Merge by notice delivered pursuant to this paragraph. All notices sent by electronic mail to such e-mail addresses shall be deemed to be given two (2) days after the e-mail is transmitted. Co-Merge may also provide information and notices to its Members relating to membership in Co-Merge and these Terms of Services by posting such information and notices at the Website. You consent to receiving information and notice from Co-Merge by Co-Merge's posting of information and notices at the Website.
- These Terms of Service, including the Fees Schedule, comprise the entire agreement between the parties with respect to the subject matter of these Terms of Service, and supersede all prior representations and agreements with respect to the subject matter hereof.
- These Terms of Service shall be construed in accordance with, and governed by, the laws of the State of California, without regard to the conflict of law and choice of law rules of any jurisdiction. All claims, actions and proceedings arising out of, or relating to, your membership in Co-Merge, these Terms of Service, or your use of the Premises or the Services, shall be commenced and maintained solely in a state or federal court of competent subject matter jurisdiction located in San Diego County, California or the City of San Diego, California. You irrevocably consent to the personal jurisdiction of such courts.

- No waiver or failure by either party to exercise any option, right or privilege under the terms of these Terms of Service on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.
- If any provision of these Terms of Service, or the application thereof, is for any reason, and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms of Service shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.
- Co-Merge shall not be responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of God, acts of terrorism, or other causes beyond its reasonable control.
- The provisions of these Terms of Service which expressly, or by their nature, survive the termination of these Terms of Service shall so survive.

Refund Policy

Each Member subscribed to the Unlimited Plan shall pay Fees in advance by credit card. Any guest time accrued in a month beyond 8 hours will be billed at the Member's next anniversary date at the standard rate according to the Fees Schedule.

Each Member subscribed to the Occasional Plan shall pay Fees on or about the day of use of the Services by the Member or that Member's guest at the standard rate according to the Fees Schedule.

Upon a Member's registration at the Website, such Member shall provide Co-Merge with his/her credit card details. Co-Merge or its representative shall store Member's credit card information, and shall charge such credit card for the applicable Fees for the Member's use of the Services. Each Member authorizes Co-Merge to charge its credit card for all Fees, and, if requested by Co-Merge, shall provide Co-Merge with updated credit card information or such other information as Co-Merge may require processing any payment of Fees. If a Member's credit card is declined or payment is otherwise not authorized, returned or re-credited to such Member, Co-Merge may immediately terminate such Member's membership in Co-Merge unless alternative payment is made by such Member within two (2) days following notice from Co-Merge.

NO FEES OR ANY PORTION THEREOF SHALL BE REFUNDABLE EVEN IF A MEMBER DOES NOT USE THE SERVICES FOR WHICH SUCH FEES HAVE BEEN PAID. IF A MEMBER'S MEMBERSHIP IN CO-MERGE IS TERMINATED FOR ANY REASON, SUCH MEMBER SHALL BE REQUIRED TO PAY ALL FEES FOR THE SERVICES PURCHASED OR USED BY SUCH MEMBER OR HIS OR HER GUEST PRIOR TO THE TERMINATION OF HIS/HER MEMBERSHIP.

If a Member fails to pay any Fees when due, Co-Merge, in addition to its other rights under the Terms of Service, may assess a late fee in the amount of fifteen percent (15%) of the outstanding amount of such unpaid Fees for each thirty (30) day period during which such unpaid amount remains outstanding. Each Member shall also pay all undisputed fees, costs and expenses incurred by Co-Merge, including its reasonable attorney's fees and costs, incurred in connection with its efforts to collect any unpaid Fees owed by such Member.

Privacy Policy

Introduction

This Privacy Policy (this "Privacy Policy") explains under what circumstances Waynlo Building Corp DBA Co-Merge, an Illinois corporation (sometimes referred to in this Privacy Policy as "we," "us," or "our") gathers information in connection with the access and use of Co-Merge's services (the "Services") and the website located at www.co-merge.com

(the “Website”) by each member, guest and any other person who uses Co-Merge’s Services or the Website (referred to in this Privacy Policy as “you” or “your”), how we use such information, and who may access that information. This Privacy Policy is integrated by reference to the Co-Merge Membership Terms of Service

YOUR USE OF THE SERVICES OR THE WEBSITE CONSTITUTES YOUR UNCONDITIONAL ACCEPTANCE OF THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH AND ACCEPT ALL OF THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY, DO NOT USE THE SERVICES OR THE WEBSITE AND DO NOT PROVIDE OR SUBMIT ANY IDENTIFIABLE INFORMATION VIA OR WHILE USING THE WEBSITE OR THE SERVICES.

This Privacy Policy may be revised by us periodically. We advise that you review this Privacy Policy each time you use the Services or the Website so that you are aware of any changes. Your continued use of the Services or the Website following any changes in this Privacy Policy will constitute your acceptance of such modifications.

Collection of Personal Information

As explained in the Terms of Service, we will collect certain information about you in connection with your on-line registration as a member of Co-Merge at the Website. In addition, you may create, disclose or disseminate personal or business data and/or information in connection with your use of the Services while using Co-Merge or its affiliates’ networks or equipment, which data and information will be stored or cached on Co-Merge’s systems, computers, servers or other equipment. All of the foregoing information, together with any other information described below as “Personal Information,” will be referred to herein as “Personal Information.” Your identity may be discernable from your Personal Information, and Personal Information will specifically include the following:

- your name
- your address
- your e-mail address
- your credit card number and/or other payment account information.

By registering as a member or providing us with any Personal Information at or via the Website or while using any of the Services, you are thereby consenting to our use and disclosure of such Personal Information in accordance with the terms and conditions of this Privacy Policy.

Our Use and Sharing of Information

We will only use your Personal Information as is reasonably necessary in connection with our provision of the Services to you as a member of Co-Merge, including without limitation: (a) to bill you for payments owed by you; (b) for authentication and identification purposes; (c) to ensure your compliance with the Terms of Service and/or to investigate any potential breach of the Terms of Service; and (d) to protect the networks, data, software or business interests of Co-Merge, its affiliates and members. We may also use your Personal Information to contact you with information relating to the Services, your membership account with Co-Merge, and news and information relating to our product offerings, services and/or events.

We are committed to protecting your privacy and we will not sell or lease your Personal Information to any third party. However, in addition to using and disclosing your Personal Information in the manner described above in this Section, we may disclose your Personal Information:

1. to any person, entity or organization which you consent for us to disclose Personal Information to;
2. to financial institutions and other service providers as is reasonably necessary to verify your credit card information and to bill your credit card for any payments owed by you relating to your membership with Co-Merge and/or use of the Services;
3. to our business partners and agents who provide hosting services, and web and technical support providers, as is necessary or required in connection with the operation, maintenance and support of the Services and the Website;

4. to comply with any legal requirements, subpoena, discovery requests, or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;
5. as Co-Merge believes is necessary or appropriate in an emergency situation, including without limitation, to prevent criminal activity, personal injury or property damage;
6. to the police, financial institutions or other appropriate authorities in connection with any investigation of suspected criminal or fraudulent activity by any person or entity;
7. to protect or defend our rights or property (including enforcement of our rights under the Terms of Service);
8. in connection with any legal proceedings relating to your use of the Services or the Website; and
9. in connection with the sale of the equity or any of the assets of Co-Merge, in which case we will require the buyer to maintain the confidentiality of your Information in accordance with the terms of this Privacy Policy.

Except as described in this Privacy Policy, we will not disclose your Personal Information outside of Co-Merge and its affiliates without your consent. We may share aggregated demographic and statistical information with our business partners. This is not linked to any personal information that can identify any individual person.

Use by Other Parties of Your Personal Information

Your Personal Information may be accessed by any person who has access to your account log-in information (“Log-In Information”). You should carefully protect the security and integrity of your Log-In Information to guard against unauthorized access and disclosure of your Log-In Information. Further, we cannot control how third parties and other users of the Website may use any information that you disclose in postings or submissions while using the Website or any part of the Services, including without limitation in your postings in chat rooms and on message boards and forums. We encourage you not to disclose or provide any personal or sensitive information while using any generally-accessible sections of the Website.

Security

For the processing of credit card payments, our payment processor uses a Secured Socket Layer (SSL) server which encrypts your personally identifiable data prior to transmission of this information over the Internet. We have also put in place reasonable physical measures and administrative procedures to safeguard against unauthorized access of Personal Information and to help prevent the loss, misuse or alteration of Personal Information that we collect in connection with your use of the Services and the Website. However, we cannot guarantee that the security measures we implement in connection with the operation of the Website and the Services will absolutely prevent others from accessing or acquiring any of your Personal Information, including without limitation your credit card information.

E-mail Communications

From time to time, we may e-mail you news bulletins, information on technical service issues, or information relating to the Services, or other services or products provided by Co-Merge, its members and/or business partners. You consent to the delivery of such communications by e-mail to the e-mail address that you provide to us when you establish your membership account or while otherwise using the Services or the Website.

Technological Measures

In addition to the Personal Information you provide to us, we may also collect certain, anonymous information as you access and navigate the Website. When you visit the Website, we send one or more cookies - a small file containing a string of characters - to your computer or other device that uniquely identifies your browser. We use cookies to improve the quality of our service, including analyzing the data for storing user preferences and tracking user trends. We may set one or more cookies in your browser when you visit the Website. Cookies are required to use the Services and you may

be required to log-in to your account after a certain period of time has elapsed to protect against others accidentally accessing your account information. In addition, when you access the Website, our servers automatically record information that your browser sends. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser. We use these technological tools to collect information to have a better understanding of how people use the Services and the Website, to analyze data for trends and statistics, to help diagnose problems with our servers, to enhance the Services, and to enhance and tailor members' experiences using the Services and the Website. The information collected is not personally identifiable and we do not link this information to any personally identifiable data.

Use of Third Party Websites

The Website may contain links to other websites that are owned or operated by third parties that are unrelated to Co-Merge. Once you have clicked on a link or button activator connecting you to such third-party website, you will leave the Website and be taken to a website that we do not control. THIS PRIVACY POLICY DOES NOT APPLY TO ANY PERSONAL INFORMATION COLLECTED ON ANY THIRD PARTY WEBSITE. We suggest that you read the privacy statement of the third-party website before providing any personally identifiable data on that website. We are not responsible for any use by any person or entity of any information that you may provide while accessing or using any third-party website.

Accessing and Changing Personal Information

You may access your membership account and amend your Personal Information contained therein at any time. In addition, you have the right to contact us at any time to: (a) request the removal of any Personal Information that you provided to us in connection with your registration as a member from our servers and computer networks; and (b) update and modify your Personal Information relating to your membership account. Please use the contact information provided below. Such request may require us to terminate your membership in Co-Merge. If any such Personal Information is removed from our servers or computer networks, any third party who had access to such Personal Information prior to its removal may have retained some or all of such Personal Information. We are not responsible for the retention or use by third parties of any of your Personal Information at any time, including following its removal from our servers or computer networks.

Children's Privacy

The Website and the Services are designed and intended for use only by individuals who are at least eighteen (18) years old. We are committed to protecting the privacy of children and we do not collect any personally identifiable information from children we actually know are under the age of 18. To ensure compliance with the Children's Online Privacy Protection Act (COPPA), we will not intentionally or knowingly collect any personal information from any individual who is not at least eighteen (18) years old.

Contacting Co-Merge

To contact us with any questions, please send an e-mail to info@co-merge.com, and we will work to ensure your inquiry is passed on to and answered by the appropriate person in a timely manner. Please be aware that e-mail you send us is not necessarily secure against interception. If your communication pertains to sensitive information then you should contact us in person or via regular mail or telephone. If you have any questions about this Privacy Policy or the practices of Co-Merge, you can contact us at info@co-merge.com or at 619-255-9040.