

Terms and Conditions

BY USING OUR SERVICES, YOU (“YOU”, “MEMBER”) ARE AGREEING TO BE BOUND BY (1) OUR GENERAL TERMS OF USE; AND (2) THE TERMS DESCRIBED BELOW; AND (3) OUR PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND POLICIES, YOU CAN’T USE OUR SERVICES. THESE TERMS OF USE ARE PROVIDED ON BEHALF OF SALARYO INC. AND ITS AFFILIATES (TOGETHER, "SALARYO", "WE", "US", "OUR").

1. Our Services

A. Deposit Amount Service

Workspaces normally charge their members a deposit or a “service retainer” (the “**Deposit**”).

With our Deposit Amount Service, we will pay the Deposit amount on behalf of eligible members in exchange for a monthly fee payable by the member to us:

- a. If the member has not yet paid the Deposit, we will pay it on the member’s behalf directly to the Workspace.
- b. If the member has already paid the Deposit to the Workspace, we will refund the Deposit amount to the member via wire transfer (or by Credit/Debit refund).
- c. If you utilize our Deposit Amount Service (whether under clause (a) or clause (b) above), you will be required to (i) pay us a monthly fee until the Workspace has fully refunded the Deposit amount to us, and (ii) assign to us all rights you may have in the Deposit. See “Monthly Fees” and “Assignment of Deposit” below.

B. Membership Fee Service (“Skip Rent”)

Workspaces normally charge their members monthly rentals (“**Membership Fees**”) in exchange for providing access to the Workspace facilities.

With our Membership Fee Service, we will make an upfront payment of the Membership Fees directly to the Workspace on the member’s behalf. This payment will cover the Membership Fees due for a specific period as specified in the member’s application for our services (or such shorter period as we may approve). We will make any such payment in accordance with the terms of a separate agreement (the “**Membership Payment Agreement**”) between the participating member and us. You must execute a Membership Payment Agreement if you wish to participate in the Membership Fee Service. A copy of the Membership Payment Agreement immediately follows these Terms and Conditions.

If you participate in the Membership Fee Service, you will be required to repay to us any Membership Fees which we advance on your behalf (the “**Advanced Membership Fees**”). The

Membership Payment Agreement will allow you a certain degree of flexibility in determining the amounts and timing of your payments to us. You must, however, repay the Advanced Membership Fees in full within the timeframe allowed by the Membership Payment Agreement. If you fail to make such timely repayment in full, you will be in default under the Membership Payment Agreement and we may take related actions as described below. If you participate in the Membership Fee Service, you also must pay us a fixed monthly fee which will be charged until you have fully repaid the Advanced Membership Fees. See “Monthly Fees” below.

Any member participating in the Membership Fee Service will be subject to all the terms and conditions of the Membership Payment Agreement. Please carefully read the attached copy of the Membership Payment Agreement before applying for this Service.

2. Applying for our Service

When applying for our Deposit Amount Service and/or Membership Fee Service, you agree to provide current, complete, and accurate information about yourself using our Application Form, and upload a signed copy of your Membership Agreement with the Workspace. If you don't have a copy of your Membership Agreement available, we will ask the Workspace to provide it to us.

You hereby irrevocably grant us the right to contact your Workspace and to receive relevant information regarding yourself, including but not limited to, your Membership Agreement, your seniority and payments history in the Workspace, and your credit report (credit report shall be obtained on a case to case basis and at the sole discretion of the Company).

In some instances, we may need to ask you for additional information that will allow us to reasonably identify you or confirm your ownership of financial accounts or other assets or verify income.

If any information you provide is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate our services to you, and to decline to provide any future services.

3. Action Notice

We will process your application after receiving it. Upon completion of the process, we'll let you know if and under what conditions your request has been approved (the “**Action Notice**”).

If we agree to provide any Services to you, you will be asked when we send your Action Notice to confirm that you wish us to proceed with the transaction. Upon receipt of such confirmation,

we will proceed with funding the Deposit amount and/or the Advanced Membership Fees (as applicable). Any such confirmation you provide will also constitute acceptance by you of the amount of the monthly fee stated in your Action Notice. See “Monthly Fees” below.

4. Monthly Fees

We will charge you monthly fees to participate in either the Deposit Amount Service or the Membership Fee Service. Our minimum fee is \$10 per month. The minimum fee applies when the Deposit amount or the Advanced Membership Fees we have paid (or refunded) on your behalf do not exceed \$1,000. If we provide more than \$1,000 of financing to you (whether under the Deposit Amount Service or the Membership Fee Service), we will determine your monthly fee after reviewing your application and personal risk profile and will specify your monthly fee in your Action Notice.

We will charge your monthly fees on the same calendar day of each month (or, if any such day is not a business day, on the immediately following business day). This calendar day will be specified in your Action Notice.

As a condition to receiving any Services from us, you must designate a valid payment method through which you will pay your monthly fees. We will ask you to make this designation when we send your Action Notice. If you are participating in the Membership Fee Service, you will use the same payment method to repay Advanced Membership Fees to us. If the payment method you have designated for any reason becomes inoperative, you must immediately notify us of a valid alternative payment method.

We use secure third-party payments processing services and all payments are subject to the policies and terms of such services.

We reserve the right to change our fees or applicable charges. Any such change shall require your consent. If you won't accept our new pricing terms, any agreements then existing between us (including the amounts of the monthly fees) will remain in effect but we won't be able to provide you with any additional services.

5. Status of Terms and Conditions. These Terms and Conditions shall constitute an agreement (this “**Agreement**”) between Salaryo and each member participating in the Deposit Amount Service and/or the Membership Fee Service. Each such member agrees with Salaryo to make the payments and otherwise perform its obligations set forth herein.

6. Discounts and Refunds

We may, at our sole discretion, offer discounts, coupons or promotions that may reduce our applicable fees. If you qualify for any related refund of fees, we will credit the refund amount to your Debit/Credit card account. You will not be entitled to a refund in the event we terminate your account due to your violation of this Agreement, the Membership Payment Agreement (if applicable) our general terms of service or any other agreement between you and us. We make no representation that we will provide any discounts, coupons or promotions and we may offer discounts, coupons or promotions to other customers without offering them to you.

7. Termination of Plan

We will terminate your account with us upon notification to us that your membership agreement with the Workspace has terminated (subject to confirmation from the Workspace), or, if later, upon the payment to us by you or the Workspace of all amounts due to us in connection with the Services (including monthly fees, Deposit amounts, Advanced Membership Fees, indemnities and expense reimbursements, as applicable).

In addition, we have the right in our sole discretion to suspend or terminate this Agreement at any time and without prior notice to you. If we terminate this Agreement, we will refund [all] monthly fees you may have previously paid except that no such refund will be due if the termination resulted from a breach by you of this Agreement, the Membership Payment Agreement (if applicable), our general terms of service or any other agreement between you and us.

8. Assignability of Services

Our Services are not assignable, transferable or sublicensable except with our prior written consent.

9. Assignment of Deposit

If you utilize our Deposit Amount Service, you hereby irrevocably assign to Salaryo all of your rights in the Deposit and agree and acknowledge that at the termination of your relationship with the Workspace, Salaryo shall be entitled to receive the entire Deposit amount from the Workspace and you will not have any rights in any such amount.

If the Workspace for any reason refunds all or any portion of the Deposit amount to you rather than to Salaryo, you undertake immediately to notify us and to remit such amount to us.

10. Use of Deposit

If you utilize our Deposit Amount Service and the Workspace decides, for any reason, to use the Deposit in whole or in part (the “**Used Deposit Amount**”), you agree to indemnify us against the loss which we, as the beneficial owner of the Deposit, could otherwise incur by paying the Used Deposit Amount to us within seven (7) days after such usage. If you do not timely pay any such indemnification, you shall remain liable to us for the unpaid indemnity amount together with penalty fees calculated against such unpaid amount at an annual rate equal to the maximum rate allowed by law (the “**Penalty**”).

11. Member Representations

Each member who utilizes the Deposit Amount Service or the Membership Fee Service hereby represents and warrants to Salaryo during the term of this Agreement that (1) the member has executed its Membership Agreement with the Workspace for business and commercial purposes and not for personal, family or household purposes, (2) the Membership Agreement is in full force and effect, (3) the member is renting premises under the Membership Agreement from the Workspace, (4) the member has not commenced any case or proceeding seeking protection under any bankruptcy or insolvency law. The member agrees to inform Salaryo (to email: team@salaryo.com) of any changes to the foregoing and will promptly advise Salaryo in the event of any change in his/her Membership Agreement or in his/her name, address, phone or email address. The representations and undertakings of the member in this Section 11 are without limitation to any similar or additional representations and undertakings made by it in the Membership Payment Agreement (if applicable).

12. Failure to Remit the Deposit Amounts

If you utilize our Deposit Amount Service and the Workspace fails to remit the full Deposit amount to Salaryo at the termination of your relationship with the Workspace, we may initiate collection procedures against you or the Workspace (as applicable) and all costs of such procedures shall be paid by you and shall be in addition to any Penalty otherwise due from you.

13. Breach

Without derogating from the above, we may consider you to be in breach if:

- a. You fraudulently or materially misrepresent facts to us in connection with your application for our Services.

- b. We cannot process any payment of monthly fees or Advanced Membership Fees due from you using the payment method you have designated to us.
- c. You make a payment to us that is not honored by your financial institution.
- d. You fail to comply with the terms of this Agreement, the Membership Payment Agreement (if applicable), our general terms of service or any other agreement between you and us.
- e. You file for bankruptcy.

If we consider you to be in default for any of the above-stated reasons, we may close your account without notice, stop providing you with our Services, claim any Deposit which we paid on your behalf to the Workspace and act to terminate your membership agreement with the Workspace.

14. Electronic Transactions

Pursuant to the provisions of the Electronic Signatures in Global and National Commerce Act (15 USC 96), you and we agree that any agreement, disclosures or transactions carried out or to be carried out under this Agreement may be transacted electronically and any signatures necessary or desired may be electronic signatures.

IN WITNESS WHEREOF, Member has read, understands and agrees to the above Terms and Conditions and has caused this Agreement to be signed or executed electronically by clicking the “Pay” button on Salaryo’s website.

Last Updated on 2/14/2018

MEMBERSHIP PAYMENT AGREEMENT ("Skip Rent")

WHEREAS, the undersigned individual or sole proprietor ("**Member**" or "**you**") has entered into a commercial Membership Agreement with _____ (the "**Workspace**") for membership ("**Membership**") in the location which is specified in the Membership Agreement (the "**Membership Agreement**"); and

WHEREAS, the Workspace has sold, transferred and assigned to Salaryo Inc. ("**Salaryo**" or "**we**") the right to receive certain rentals and Membership payments (collectively, "**Membership Fees**") payable by Member under the Membership Agreement; and

WHEREAS, Member desires to change the date upon which Membership Fees are due to Salaryo in exchange for the payment of a fee;

NOW THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member and Salaryo agree as follows:

1. Member hereby elects to participate in Salaryo's program to provide for modified and or flexible payments under the Membership Agreement (the "**Services**") and, as compensation to Salaryo for providing the Services, Member agrees to pay Salaryo a fee in the amount specified in the **Action Notice** sent by Salaryo to Member (the "**Monthly Fees**"). Such Monthly Fee shall be due and payable every month on the calendar day specified in the Action Notice (or, if any such calendar day is not a business day, on the immediately following business day).

In the event Member does not pay any such Monthly Fee on the due date, interest shall accrue on the amount of the unpaid Monthly Fee (and on any Membership Fee remaining due and payable under the Membership Agreement after the time it became due under the original terms of the Membership Agreement) at the rate of 16% per annum until paid ("**Supplemental Fees**"). All Supplemental Fees shall be payable by Member upon demand from Salaryo or, if earlier, upon the scheduled monthly due date under the Membership Agreement which immediately follows the date(s) upon which such Supplemental Fees accrued. Member also agrees to pay any costs of collection, including attorney's fees and court costs incurred by Salaryo in collecting the Monthly Fee, any Supplemental Fees and any amounts that remain due and owing under the Membership Agreement, including unpaid Membership Fees.

2. In consideration of Member's payment of the Monthly Fees, Salaryo agrees to modify the payments and/or payment due dates under the Membership Agreement as follows:

a. During the first three months of the Membership (the "**Initial Period**"), Member may pay any or all of the outstanding Membership Fees under the Membership Agreement at any time, so long as the amount paid is \$50 or more.

b. Upon request of Member and approval by Salaryo in its sole and absolute discretion, the Initial Period may be extended for an additional period not exceeding three months as specified by Salaryo (the “**Additional Period**”). If Salaryo approves an Additional Period, it will so notify Member by e-mail or other written communication. During the Additional Period (if any), Member may pay any or all of the outstanding Membership Fees under the Membership Agreement at any time, so long as the amount paid is \$50 or more.

c. If at the end of the Initial Period or (if applicable) the Additional Period (the “**Extension Termination Date**”), there is still an outstanding balance due under the Membership Agreement, such outstanding balance shall be paid by Member in six (6) equal monthly installments as specified by Salaryo. For the avoidance of doubt, the “outstanding balance due under the Membership Agreement” on the Extension Termination Date will be deemed to equal all Membership Fees that, under the original terms of the Membership Agreement, became payable by member on or before the Extension Termination Date and that then remain unpaid.

d. Any payments made by Member under Sections 2(a), 2(b) or 2(c) above shall be applied by Salaryo in payment of the monthly Membership Fees under the Membership Agreement in the chronological order in which they became due under the original terms of the Membership Agreement and shall not affect Member’s obligation to pay the Membership Fees due for any other monthly period.

Member understands and agrees that Member remains obligated to pay the Membership Fees under the Membership Agreement at the times specified in the Membership Agreement, as modified herein.

3. Member represents and warrants on the date hereof and during the term of this Agreement that (1) Member has executed the Membership Agreement with the Workspace for business and commercial purposes and not for personal, family or household purposes, (2) there is no default by the Workspace under the Membership Agreement and the Membership Agreement is in full force and effect, (3) Member is renting premises under the Membership Agreement from the Workspace, (4) Member is able to pay any Membership Fees under the Membership Agreement at the times they become due and it has not commenced any case or proceeding seeking protection under any bankruptcy or insolvency law. Member will inform Salaryo (to email: team@salaryo.com) of any changes to the foregoing and will promptly advise Salaryo in the event of any change in his/hers Membership Agreement or in his/her name, [location,] address, phone or email address.

4. Member agrees to indemnify, defend and hold Salaryo harmless from and against any and all claims, losses, damages or liabilities arising under the Membership Agreement, including attorney’s fees and costs, incurred or arising by the acts or omissions of the Workspace under the Membership Agreement or by Member under the Membership Agreement or for breaches by Member of the terms of this Agreement.

5. Without derogating from the above, we may consider you to be in breach if:

- i. You fraudulently or materially misrepresent facts to us in connection with your application for our Services.
- ii. We do not receive the Monthly Fee amount due by the date shown on your billing statement.
- iii. You make a payment to us that is not honored by your financial institution.
- iv. You fail to comply with the terms of this Agreement, our general terms of service or any other agreement between you and us.
- v. You file for bankruptcy.

If we consider you to be in breach for any of the above-stated reasons, we may close your account without notice, stop providing you with our Services, require you immediately to pay us any Membership Fees we have paid to the Workspace on your behalf that you have not previously repaid and act to terminate your Membership Agreement with the Workspace.

6. If you fail to pay any Membership Fee because you contend that the Workspace has breached the Membership Agreement (including, without limitation, by reason of any dispute between you and the Workspace as to the condition of the premises), we may at our option resell to the Workspace our right to receive Membership Payments from you and terminate this Agreement. We will promptly notify you by email (or other written communication) of any such termination by us. In such event your right to change the amount and/or timing of the payment of Membership Fees pursuant to this Agreement will terminate and all unpaid Membership Fees shall be payable by you to the Workspace in accordance with the original terms of the Membership Agreement.

7. This Agreement contains the entire agreement and understanding between Salaryo and Member and supersedes all prior agreements and understandings related to the subject matter hereof. This Agreement and all transactions contemplated hereunder shall be governed by and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

8. Any claim, controversy or dispute arising out of or relating to this Agreement or the breach thereof may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9. This Agreement shall be binding upon and inure to the benefit of Salaryo and Member and their respective successors and assigns except that Member shall not have the right to assign or delegate any of its rights or obligations hereunder or any interest herein without the prior written consent of Salaryo. Salaryo reserves the right to assign or delegate this Agreement or any of its rights or obligations hereunder without prior notice to Member.

10. In no event shall Salaryo, its officers, directors, employees, agents, representatives or assignees be liable for any claims asserted by Member under any theory of law for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental,

indirect or consequential damages, each of which is hereby expressly waived to the fullest extent permitted by law by Member.

11. Pursuant to the provisions of the Electronic Signatures in Global and National Commerce Act (15 USC 96), Member and Salaryo agree that any agreement, disclosures or transactions carried out or to be carried out under this Agreement may be transacted electronically and any signatures necessary or desired may be electronic signatures.

IN WITNESS WHEREOF, Member has read, understands and agrees to the above terms and has caused this Agreement to be signed or executed electronically by clicking the “Pay” button on Salaryo’s website.