



Terms of Service

Acceptance of Terms -

These Terms of Service (the “Terms of Service”), are by and between THE HUDSON BUSINESS LOUNGE, LLC, a Wisconsin limited liability company (“we”, “us”, “our” or “HUDSON”) and you as the party completing the online application (“you”, “your” or “Member”). By using our services, you are agreeing to abide by and be bound by these Terms of Service. Some features of our services may be subject to additional guidelines, terms, or rules, which will be posted with those features or otherwise communicated to you. In completing the online application and selecting “Agree” at the bottom of this page, you accept and agree to be bound by these Terms of Service as of the date submitted.

Who We Are and What We’ll Do-

Memberships: HUDSON is a membership-based center providing a variety of meeting and shared work spaces, a full service cafe, special event offerings, and services in support of members, all available under flexible membership plan options. Completion or acceptance of HUDSON membership does not create a tenancy, but a prepaid usage arrangement for the provided amenities on a monthly, daily, or hourly basis.

Membership Levels: HUDSON grants access to services and any additional amenities as determined by the particular membership level as detailed from time to time. Community and Student membership levels are offered and paid for in advance on a month to month basis; Voyager and Team levels are paid for in advance month to month but require a three month minimum commitment. Discounts are offered under various multi-month prepayment plans. Team membership consist of multiple members assigned to a team that jointly use HUDSON services; individual members of the Team must adhere to these Terms of Service. Student members are required to present a current college ID for vocation, technical or college university to validate registration enrollment. A minimum five days in advance of each billing cycle, you may choose to upgrade or downgrade your membership level; such change will not result in the loss of rollover booking credits as described below. A Member in good standing is permitted to place their membership on hold at a Sustaining member rate upon the completion of at least three consecutive months of membership. All membership prices and levels are subject to change at anytime without advance notice.

Member Cafe Rewards: Certain membership plans entitle you to receive periodic monthly Cafe Reward dollars for use to purchase cafe items. Cafe Rewards may not be used on any work center amenities or toward membership fees. Cafe Rewards vary depending on membership level, will be issued periodically throughout the month to Community and Student members via their registered email account, and expire 28 days from issuance. Voyager memberships receive Cafe Card Rewards; such reward cards are loaded monthly based on billing date, and expire 30 days from issuance or at the next billing date.

Our Bottomless Cafe Cup: Membership at the Voyager level, entitles you to enjoy unlimited coffee, tea, and fountain drinks served in your own uniquely decorated HUDSON ceramic cup. At the end of the day, the

cups are washed and retained by us, ready for your use the next business day. This benefit is specifically offered to Voyager members for their personal consumption and not for sharing drinks with other members or guests.

Product and Service Amenities: Your membership benefits include: access to member only high-speed fiber internet service, print/copy dollars based on membership level, unlimited scans, access to HUDSON membership directory, marketing profiles, invitation to member only events, and discounted pricing on special seminars and workshops. Other product amenities available for month to month purchase include, but are not limited to: rolling file cabinets, lockers, physical business address and mailing service, and surface parking lot spots.

Third Party Services: From time to time we may offer services by third parties which you may elect to purchase in connection with membership. All such third party services are provided solely by the applicable third party pursuant to an agreement between you and the third party. You agree that we, by making these services known to you, do not constitute provision of such third party services by us; accordingly, you agree to look solely to the applicable third party for provision of the services and for compensation for any claims, damages, liabilities or losses you may incur in connection therewith. The availability and scope of third party services is subject to change in our discretion.

Operation and Access: You may access the work center and cafe during stated business hours Monday through Saturday; there is no work access on Sunday. Community membership provides a stated number of workdays per billing cycle and member rates on conference rooms and offices. Voyager membership grants unlimited access and discounted member pricing on bookings of conference rooms and offices. Team membership allows for a group of members to share a number of workdays and discounted member pricing on bookings of conference rooms and offices. Student membership provides access after 5pm on weekdays and on Saturdays, subject to availability. Though you may choose to work in the Cafe in lieu of the work center, such time shall be applied to your workday if you use the member WiFi network. We reserve the right to change business hours and access availability at anytime, without notice.

Workdays and Day Passes: A workday is generally defined as a weekday between the hours of 8am and 5pm. If you use the space during this time period, it counts as a workday. The number of workdays granted per month varies by membership plan, but all members have unlimited access after 5pm on weekdays and on Saturday, unless we are hosting an event. If you choose the Community membership level and find yourself needing additional time, you may purchase additional day passes at member rates a la carte, or alternatively step up to the next level of membership at the next billing cycle. Team memberships can purchase packs of 10 day passes to disperse among team members. Unused Community day passes and Team 10-day packs roll-over month to month.

Booking of Meeting Rooms and Offices: As a Member, you may directly book meeting rooms and offices through our member portal up to 30 days in advance. Under certain circumstances and subject to our approval, meeting rooms and offices may be reserved more than 30 days in advance. Member prices vary by conference room and office type; discounts of 50% apply for bookings at off-peak hours for members - before 8am and after 5pm weekdays and all-day Saturday. A minimum one hour booking period applies for all meeting rooms and offices, with 30 minute increments thereafter. All hours booked after four consecutive hours are billed at 50% off the hourly member rate. To hold your booking reservation, you must either pay for your booking at the time of reservation or apply discounted advance booking credits available

in Voyager or Team membership plans. We reserve the right to interrupt your meeting five minutes prior to the scheduled meeting time completion as a courtesy to your schedule and for transition to the next reservation. Cancellation notices received at least 24 hours in advance of the reservation will result in a full refund in the form of booking credits. We reserve the right to release your reservation if no one shows after 15 minutes of the scheduled meeting start time. No outside food or beverage is allowed to be brought into board and conference meeting rooms at any time; we're pleased to provide you with our catering and cafe menus in advance of your meeting.

Booking Credits: Monthly booking credits, which come standard with certain Voyager and all Team membership plans, are used first for reservations; unused credits expired at the end of your billing cycle. As a Member at the Voyager or Team membership level, you may at any time purchase additional discounted rollover booking credits to apply to booking reservations; any of these unused booking credits rollover to succeeding months but expire one year after purchase regardless of membership. Booking credits are not assignable or transferable.

Catering: Catering services are provided by HUDSON to our capability. For assured service, orders should be placed at least two business days before the meeting or event. For service within the two day window, please call 414-220-9460 and we will make every effort to accommodate your requests. If it is determined by HUDSON that we are not able to accommodate your catering needs, outside caterers are permitted. The caterer must provide a copy of food service license and liability insurance to HUDSON. A commission of 10% of the final food order is payable to HUDSON, by the caterer, within 14 days of the event. All alcohol must be served by HUDSON at all times.

Privacy Policy: We respect and are committed to protecting your privacy. During your membership registration process and throughout your membership, we collect personally identifiable information about you. Also, during your times at HUDSON as you are connected to our internet, we automatically receive and record information on our server logs from your device's browser including your IP address, cookie information and the web page(s) you visited. We will not sell your personally identifiable information to anyone.

Payment Security Policy: Your online payment and personal information is always safe. Our merchant credit card processor's Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that is cannot be read over the internet.

Termination of Membership: If you fail to comply with any of the provisions of these Terms of Service, we may, at our discretion and without prior notice, restrict your access to our services and/or immediately terminate your membership. Additionally, we may decline to renew your membership at the end of your membership period for any reason.

Who You Are and What You'll Do -

Creating and Managing Your Membership Credentials: When you complete your membership registration and profile, you agree to provide us with accurate information about yourself and your company, and to keep your information up-to-date. In the event your relationship with your company changes or is terminated, you agree to promptly update your profile. You are responsible for maintaining the

confidentiality of your password to the HUDSON member portal and will promptly notify us if you suspect your password has been compromised.

Unless you provide us written notice, you agree to permit us to promote your membership from time to time through internal marketing displays, the HUDSON member portal, our website, and our social media channels.

Payment for Services: By completing the registration information and providing your payment information, you agree to pay us the initial applicable registration fee, recurring membership service fees on your monthly auto renewal date, and, as necessary, nonrecurring charges as invoiced to you monthly. You acknowledge and agree that the payment instrument provided by you will be automatically charged the fees and any other charges incurred or be liable for (including for damages caused by you to our property) in connection with your HUDSON membership. Your membership and use of services may be immediately suspended if we are unable to charge your payment instrument for any reason. You may cancel your membership through the HUDSON member portal at any time up to five days before your next billing cycle renewal date. We do not provide refunds upon termination or cancellation of your membership with respect to amounts already paid.

Internet Usage: Neither members nor their guests shall spam, post or download files without proper authorization nor use the internet in any manner that you know or should know is illegal, immoral or improper. You agree to not access or use the internet, or any device connected thereto, in any way that harms HUDSON, other members or guests, our or their reputations, or our network and any hardware or software connected to it. We reserve the right to disconnect any device from the network at any time to protect the network, us, or our members.

Your Guests: Before using our meeting and work center, your guest(s) shall register their name, your host member name, and time in (and upon exiting, time out) with the concierge and/or in the guest registry. As the host member, you are responsible for guest check-in, and, whenever possible, you shall notify us in advance that a guest is expected. Meetings with your guests shall at all times be conducted in meeting rooms or offices, unless the meeting is held in the cafe area. When in the meeting and work center, your guest(s) must be accompanied by you at all times, and are subject to these Terms of Service.

Your Workspace: You agree to use one workspace at a time and to not intentionally tie up a workspace to preclude its use by other members even when they are not physically present. You agree to make reasonable efforts to contain the spread of your personal belongings in the work center and cafe, particularly at times of peak usage, and agree to be respectful of other members when taking phone calls and holding conversations with guests or other members.

No Pets or Bikes Inside HUDSON's Facility: You agree that, with the exception of guide dogs, you will not bring your pet or bicycle inside the building. This is a condition of our lease over which we have no control.

No Solicitation: You agree to avoid direct marketing or solicitation of other members or guests for purposes of selling products or services you represent.

No Unlawful or Prohibited Use: You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of these Terms of Service 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.

Hold No Liability: You and your guests are responsible for your own belongings and behavior. HUDSON shall not be responsible for lost, stolen or broken items. You release, and hereby agree to indemnify, defend and save harmless, HUDSON and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your (or any of your guest's) negligence, errors, omissions, willful misconduct and fraud in connection with the participation in or use of the services. Acts of willful misconduct may include damage or theft of HUDSON, Member, or guest personal property and abuse of HUDSON's facility, resources and staff. You further agree in the event that you bring a claim or lawsuit in violation of these Terms of Service, you shall be liable for any attorneys' fees and costs incurred by HUDSON or its respective officers and agents in connection with the defense of such claim or lawsuit.

General Provisions-

Member understands that pricing, space availability, service offerings, hours of operation, terms, conditions and rules may be amended from time to time without notice.

These Terms of Use contain the entire agreement and understanding between the parties and shall be governed by and construed in accordance with the laws of the State of Wisconsin. HUDSON reserves the right at all times to disclose any information about you, your participation in and use of the services as HUDSON deems necessary to satisfy any applicable law, regulation, legal process or governmental request.