

A CHIROPRACTIC HUB
CHIROPRACTOR MEMBERSHIP TERMS & CONDITIONS

Please review these Terms carefully before using the Site and Services.

General Provisions

1. Overview.

Except to the extent prohibited by applicable law, these Terms and Conditions and the rules, and policies referenced and incorporated herein (the “**A Chiropractic Hub, LLC**”), the Membership Details Form, and any other applicable policies and procedures as provided or made available to you from time to time (collectively, the “**Agreement**”), describe your rights and obligations in connection with your access to workspaces and services provided as part of, or that are incidental or related to, the “A Chiropractic Hub” Membership (as described herein and as available from time to time, the “**Services**”). By using the Services, you are agreeing that you shall abide by and be bound by this Agreement.

This Terms of Service governs each website, mobile site, application, and/or other service, regardless of how distributed, transmitted, published, or broadcast (each, a “Service”) provided by A Chiropractic Hub, its parent, subsidiaries and/or affiliates (“we,” “us,” or “our”) that links to this User Agreement and Privacy Policy, which is binding on all those who access, visit and/or use the Service, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind or digital content by an automated or manual process or otherwise (collectively, “you” or “your”).

2. Applicable policies and terms of service.

The **A Chiropractic Hub** Membership is subject to the: (i) **House Rules attached as Exhibit A**, and the house rules of any Premises at which you receive or use Services (collectively, the “**House Rules**”), (ii) **A Chiropractic Hub** policies, including the **A Chiropractic Hub** Privacy Policy. In order to access the Services, you hereby agree to these policies and terms of services and any updates thereto. We may from time-to-time update, amend or supplement these Terms and Conditions, our policies and our terms of service, **and shall provide you with thirty (30) days’ notice of such updates**. You shall be deemed to have accepted such updates, amendments, or supplements by continued use of the Services.

3. Who we are

Who we are for purposes of this Agreement is the **A Chiropractic Hub, LLC**. We reserve the right to change the legal entity that charges you for the Services. The relevant entity with which you enter into this Agreement shall be known in this Agreement as “**we**,” “**our**” “**us**” or “**A Chiropractic Hub.**”

4. Who you are

References to "**Member**" or "**Member Company**," "**Company**," "**you**," "**yours**" and similar words in this Agreement refer to the individual or entity registering for or receiving the Services and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of an entity or on behalf of other individuals, you represent and warrant that you have all necessary right, authority and consent to bind any such individual or entity to this Agreement. You shall be responsible for all compliance with this Agreement. In addition, by agreeing to this Agreement, you are confirming that you are using the Services exclusively for business purposes and not as a consumer (as such term may be defined by the applicable laws and regulations in the jurisdiction the laws of which govern this Agreement). Each member and membership is completely responsible for itself and its patients and guests under any respective and necessary license and certification.

5. What are "Services"?

Subject to the terms of this Agreement, **A Chiropractic Hub** will use commercially reasonable efforts to provide you the Services at **A Chiropractic Hub** premises offering access to you (the "**Premises**") beginning on the Start Date. In order to use the Services, you will be required to access our website or use our desktop application through a Web browser and download other necessary mobile apps. The Services include:

- a. **Renting a Monthly table Space at the hub:** Is subject to availability and upon prior reservation through the A Chiropractic Hub website. Two Monthly table rentals are in the common areas at the Premises, and are divided into 2 shifts (Morning 7:30Am to 1:00pm and Afternoon 1:30pm to 7:30pm) per day every month until further notice. Where member wishes to change its shift, it must communicate and make prior arrangements with another monthly table space renter. Once members agree to any shift change, an email with all effected parties shall be sent to hubteam@achirohub.com indicating all dates and changes.
- b. **Renting a Daily table Space at the hub:** Is subject to availability and upon prior reservation through the A Chiropractic Hub website. Four Daily table rentals are in the common areas at the Premises, with three shifts with four hour intervals. (Morning 7am-11am, Mid-day 11:30am-3:30pm, Afternoon 4pm-8pm) There are no accommodations in place currently to allow the daily table space renters to switch their booked times with other daily space or hourly space renters. All bookings are final and complete. Daily space renters are allowed to book more than one daily rental space on either chosen day.
- c. **Renting a HOURLY table Space at the hub:** Is subject to availability and upon prior reservation through the A Chiropractic Hub website. Two Hourly table rentals are in the common areas at the Premises, with six shifts with two hour intervals. (Morning 7am-9am, 9:15am-11:15am, Mid-Day 11:30am-1:30pm, Afternoon 1:45pm-3:45pm, 4pm-6pm, Evening 6:15pm-8:15pm) There are no accommodations in place currently to allow

the hourly table space renters to switch their booked times with other hourly space or daily space renters. All bookings are final and complete. Hourly space renters are allowed to book more than one hourly rental space interval on either chosen day.

- d. Access and use of common areas at the Premises, subject to the conditions set out in this Agreement.
 - e. Access to and use of necessary mobile apps in accordance with the A Chiropractic Hub, whether it is used inside and outside of the premises.
 - f. Access to and use of the shared Internet connection in accordance with the A Chiropractic Hub. This access may be used within the space and as the perimeter of usage allows, for those whom have full access to the A Chiropractic Hub.
 - g. Use of the printers, copiers and/or scanners available to all A Chiropractic Hub members and member companies at the Premises. This may be used within the space and as the perimeter of usage allows, for those whom have full access to the A Chiropractic Hub.
 - h. Use of private phone booths while using a Premises. This may be used within the space and as the perimeter of usage allows, for those whom have full access to the A Chiropractic Hub.
 - i. Use, within the Premises, of kitchens and beverages made available therein. This may be used within the space and as the perimeter of usage allows, for those whom have full access to the A Chiropractic Hub.
 - j. Opportunities to participate in members-only events, benefits and promotions.
 - k. Any other services or products you may purchase directly from us from time to time. However, Members are not permitted to use the address of any of our Premises for mail and package delivery, and A Chiropractic Hub shall have no liability in connection with any mail or packages delivered to a Member at our Premises. The Services at a Premises will only be available to you during the hours specified for that Premises, which hours may be limited to the Regular Business Hours of that Premises. "Regular Business Hours" are generally from 9:00am to 5:00pm on Regular Business Days, but A Chiropractic Hub office hours may extend from 7:00am to 7:00pm/8:15pm "Regular Business Days" are all weekdays, except government holidays.
6. **Changes to our Services or these Terms.** The availability and scope of the Services and the Premises at which the Services are available are subject to change from time to time in our sole discretion. The Services may also vary by geographical area or by specific Premises.

- 7. Guests.** The "A Chiropractic Hub" Membership is intended for the use of the person to which it is allocated and is not intended to provide access and use to other parties. The Guests are defined as "patients with scheduled visits". The Guests of Doctors who are members will be permitted to access the premises on the day of scheduled appointment. A Chiropractic Hub reserves the right, in its sole discretion, to restrict the access of guests in the event that such use violates the purpose or intent of the A Chiropractic Hub Membership.

Creating Your Membership

- 8. Eligibility.** Unless otherwise specified by us in writing, our Services are only available to individuals who are at least 21 years old. Each member will be responsible for ensuring that you qualify before accessing or using the Services in any way and before providing any personal information to us (e.g., name, address, telephone number or email address).
- 9. Passwords and keycards.** Each member account created on "A Chiropractic Hub" via website or mobile apps is specific to you. You should not reveal your Account password or transfer your keycard or other access device or credentials to anyone else or let anyone use your Account, even if such other individual is associated with your company. Neither you nor any third party on your behalf shall make any copies of any keys, keycards, or other means of entry to the Premises with the " **Access Device.**" If you believe someone may have used passwords or access devices associated with your Membership without your authorization, please immediately change such passwords and contact us at hubteam@achirohub.com. You are solely responsible for any and all actions in connection with your Account, regardless of whether or not you authorized such actions. Access Devices remain our property and must be returned immediately by you upon termination or expiration of any Chiropractic Hub Membership.
- 10. Members.** You are responsible for preparing and sharing your Membership information with us or uploading such information directly through the tools we provide, as applicable. You shall ensure that the information about your Membership is complete and accurate.

Paying for Your A Chiropractic Hub Membership

- 11. Payments.** All members will provide payment information to be charged electronically, and, and Membership fees will be paid automatically on a regular schedule in connection with the Services and other costs. Recurring fees, which may include recurring membership fees ("**Membership Fees**"), begin accruing on the Start Date and will be charged on the first day of each month unless notified otherwise. **You are responsible for paying all Membership Fees through the end of the Term.** Overage fees and other non-recurring fees, including for damages caused to any of our Premises or property, will be charged within 30 days of you accruing such fees. If payment of any accrued and outstanding fee is not made by the 10th of the month when due, you will be responsible for paying a late charge. Your use of the Services may be immediately suspended or terminated if we are unable to charge your payment

instrument for any reason. When payments are made, your payment will first apply the funds to any balance in arrears and to the earliest month due. All fees are nonrefundable and must be paid in the currency specified on the Membership Details Form. All Membership Fee are subject to increase upon receipt of 30 days advanced notice.

- 12. Taxes.** Each member acknowledges and agree to pay promptly: (i) all sales, use, excise, value added, and any other taxes which you are required to pay to any other governmental authority (and, at our request, will provide to us evidence of such payment) and (ii) all sales, use, excise, value added and any other taxes attributable to your A Chiropractic Hub Membership and to any other services provided to you by us, as shown on your invoice.

Use of the Services

- 13. House Rules.** Each member must comply with all House Rules, including the Rules attached as **Exhibit A**: while using Services at any Premises. In addition, Members shall not misuse the Services, which includes repeatedly failing to utilize Services for which you have an active reservation.

- 14. Security.** All members must badge into A Chiropractic Hub building using their mobile app Device or any key codes provided. To the extent permitted by law, each member shall be required to provide valid government issued identification to activated a key card and mobile app to access the Premises.

- 15. Privacy.** A Chiropractic Hub collects, processes, transfers, and secures personal data about you pursuant to our Privacy Policy and in accordance with all applicable data protection laws.

- 16. Property.** Each member shall be responsible for any property at or in Premises, and each member acknowledges and agrees that A Chiropractic Hub shall not be responsible for any property that belongs to any member. It is your responsibility to ensure that personal items are secure. We will be entitled to dispose of any property remaining in any of our Premises and you waive any claims or demands regarding such property or our handling of such property.

- 17. Other members.** We do not control and are not responsible for the actions of other individuals you through the use of the Services; this includes other A Chiropractic Hub members and their guests at any Premises. We do not endorse, support or verify the facts, opinions or recommendations of our A Chiropractic Hub Members. If a dispute arises between users, we have no responsibility or obligation to participate, mediate or indemnify any party, except to the extent that such dispute is the result of A Chiropractic Hub gross negligence or willful misconduct. Misconduct by any members or failure to comply with House Rules may result in the termination of those members, their access, and memberships at A Chiropractic Hub. Termination of such memberships is held at the discretion of A Chiropractic Hub.

Termination

18. Membership Termination. Memberships are offered as a subscription plan. Subscriptions will be paid on a month-to-month basis on a yearly basis. Month-to-month subscriptions may be cancelled at anytime. However, yearly subscription memberships must provide A Chiropractic Hub with thirty (30) days 'prior notice.

(a) Site Access; Account Deletion. We may take any of the following actions in our sole discretion at any time and for any reason without giving you prior notice:

- (1) Restrict or terminate your access to the Site and Services;
- (2) Change or discontinue the Site and Services;
- (3) Deactivate your accounts and delete all related information and files in your accounts;
- (4) Provide information concerning you and your activities to comply with applicable laws or respond to court order, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Site and Services, or as otherwise described in the Privacy Policy;
- (5) We will not be liable to you or any third party for taking any of these actions and we will not be limited to the remedies above if you violate these Terms; and
- (6) If you do not agree to these Terms, you should immediately stop using the Site and Services. If you want to delete your account on a Service, please reach out to us at hubteam@achirohub.com.

Intellectual Property

19. A Chiropractic Hub Intellectual Property; Use of the A Chiropractic Hub Name; Photos of the Premises. No member may take, copy or use for any purpose (a) the name "the Hub," "A Chiropractic Hub" or any of our other business names, trademarks, service marks, logos, designs, copyrights, patents, trade secrets, trade dress, marketing material, other identifiers or other intellectual property ("**Intellectual Property**"); (b) any derivations, modifications or similar versions of the same; or (c) any photographs or illustrations of any portion of a Premises, for any purpose, including competitive purposes, without our prior consent, provided that during the Term you will be able to use "A Chiropractic Hub" in plain text to accurately identify an address or office location. Each member acknowledges and agrees that A Chiropractic Hub owns all right, title and interest in and to its Intellectual Property. You may not file for ownership rights of any of our Intellectual Property with any governmental authority or use our Intellectual Property in any advertising, including domain names, social media handles, or any form of media invented in the future. You may not, directly or indirectly, interfere with or object to, in any manner, our ownership rights or the use of our Intellectual Property or engage in any conduct that is likely to cause confusion between A Chiropractic Hub and yourself, without our prior consent.

20. Intellectual Property of others. No member may take, copy or use any information or intellectual property belonging to other member companies or their members or guests,

including without limitation any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same.

- 21. Publicity.** Each member hereby consents to our non-exclusive, non-transferable use of your Member Company name and/or logo in connection with identifying you as a Member Company of A Chiropractic Hub, alongside those of other member companies, on a public-facing “Membership” display on our website as well as in video and other marketing materials. Each member warrants that its logo does not infringe upon the rights of any third party and that you have full authority to provide this consent. You may terminate this consent at any time upon 30 days advanced notice.

Disclaimer of warranties; Limitations of liability

- 22. Waiver of Claims.** To the extent permitted by law, each member and its clients, guests and invitees waive any and all claims, liabilities, costs, damages, expenses and rights, including reasonable attorney's fees against A Chiropractic Hub and its principals, affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the “A Chiropractic Hub **Parties**”) and its landlords at the Premises resulting from injury or damage to, or destruction, theft, or loss of, any property and person.
- 23. Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of any of the A Chiropractic Hub Parties to you and your guests and invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. None of the A Chiropractic Hub Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree, on your behalf, that, to the extent permitted by law, neither you or your guests may commence any action or proceeding against any of the A Chiropractic Hub Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action’s accrual.
- 24. Indemnification.** To the extent permitted by law, you will indemnify the A Chiropractic Hub Parties from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys’ fees, resulting from any breach or alleged breach of this Agreement by you or your guests, invitees or any of your or their actions or omissions, except to the extent a claim results from the gross negligence, willful misconduct or fraud of the A Chiropractic Hub Parties. You are responsible for the actions of and all damages caused by all persons that you, or your or their guests invite to enter any of the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the A Chiropractic Hub Parties unless you have first obtained our

or the relevant A Chiropractic Hub Party's written consent. None of the A Chiropractic Hub Parties shall be liable for any obligations arising out of a settlement made without its prior written consent.

- 25. Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, insurance in form and amount appropriate to your business.

Governing Law and Jurisdiction Specific Terms

- 26. Jurisdictional Terms.** This Agreement and any and all transactions made and contemplated hereunder shall be construed and governed under the law in the State of Georgia.
- 27. Registered address and Business use.** No member may use the address of the Premises as a business or registered address. Where any member is found using the Premises as its business or registered address, you will be required to complete a change of registration with any and all necessary local authorities and will be charged a fee equal to 150 percent of your monthly Membership Fee.

Miscellaneous Provisions

- 28. Enforceability.** Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement is prohibited or otherwise limited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law. Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.
- 29. Nature of these Terms.** This Agreement shall in no way be construed so as to grant any member an ownership interest, or any title, or any easement, or any lien, or any leasing possession or related rights in A Chiropractic Hub, the Premises or anything contained in our Premises. This Agreement creates no tenancy interest, including any security of tenure, leasehold estate, or other real property interest.
- 30. Relationship of the Parties.** Each member shall constitute under this Agreement as an independent party or contractor, with no agency or partnership, and with no joint venture relationship. Neither party shall be construed as to represent the other party in any way.
- 31. No Assignment.** No member shall have the right to transfer or otherwise assign any of its rights or obligations to anyone under this Agreement without our prior consent. Each member acknowledges and agrees that A Chiropractic Hub may assign this Agreement without any consent to any member.

- 32. Anti-Money Laundering.** Each member hereby represents and warrants that at all times it has conducted and will conduct any and all business operations in accordance with all laws that prohibit commercial or public bribery and money laundering (the “Anti-Money Laundering Laws”), and that any and all funds under the control of member shall be handled and transacted with compliance under the law. At our discretion, A Chiropractic Hub reserves the right to request and receive any and all information and documents from time to time to verify and confirm each member's identity and business information in accordance with our internal policies.
- 33. Compliance with Laws.** Each member hereby represents and warrants that at all times it and its All Access Members have conducted and will conduct business operations ethically and in accordance with all applicable laws.
- 34. Extraordinary Events. Each member acknowledges and agrees that** A Chiropractic Hub will not be liable for "Act of God," and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform arising out of or caused by, directly or indirectly, forces that are beyond its reasonable control, including, without limitation, any delays or changes in construction of, or its ability to procure any space in, any Premises; any conditions under the control of our landlord at the applicable Premises; acts or orders of Government; acts of God; epidemics or pandemics; or public health emergencies.
- 35. Interpretation.** The Section and Paragraph Headings in this Agreement are for convenience only and shall not affect their interpretation. Any use of “including” “for example” or “such as” in this Agreement shall be read as being followed by “without limitation” where appropriate.
- 36. Counterparts and Electronic Signature.** This Agreement may be executed in any number of counterparts by either handwritten or electronic signature, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement in accordance with applicable law. This Agreement may be executed using electronic means and the use of electronic signatures by the parties will have the same full force and legal effect as if the electronic signatures were traditional hand-written signatures in accordance with applicable law. You acknowledge that you have the ability to retain this Agreement either by printing or saving it.
- 37. Survival.** Even after this Agreement is terminated, or your or your membership access is terminated, certain terms in this Agreement will remain in effect. Any and all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination. Other sections shall also survive any termination or expiration of this Agreement, as well as all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement.

38. Contacting us. If you have any questions relating to this Agreement, please contact hubteam@achirohub.com

EXHIBIT A: HOUSE RULES / Frequently Asked Questions:

([Click here](#)) or scroll down



F.A.Q.

frequently asked questions

a chiropractic co-working space

1

How much privacy will I have with my patients?

The HUB is not your traditional private office room adjustment space. We have transformed the open adjusting style in order to provide the dr/patient with a personable experience. Reach out to us for a tour.

2

What if I need to make a private phone/zoom call?

We have an amazing sound-proof pod/phone booth, if you need to make private calls. -First-come basis.

3

Can I play music in the HUB?

We respectfully ask that you refrain from playing music outside of your ear devices (headphones, ear buds. (See community HUB rules)

F.A.Q.

frequently asked questions

a chiropractic co-working space

4

Can I access the HUB, after my reservation is complete?

The adjustment areas must remain on schedule (for obvious reasons) but we would like to encourage docs to remain in the HUB community spaces to finish up paperwork and to get to know other docs. For now, it's ok... but be mindful that things change. In the future if we minimize "layovers" its to keep the workflow running smooth and keep the community spaces from getting too crowded. Be mindful of docs that may still be in the middle of a patient visit. HUB access is exclusively for docs on their reservation dates. If you do not have a reservation, we ask that you refrain from visiting the HUB- we need the space LOL.

5

Can I personalize my workspace?

In the spirit of time and staying true to the HUBs esthetics and ambience (LOL) we ask that you refrain from rearranging furniture, bringing in unapproved furniture, hanging plaques, burning candles/sage, using oil diffusers, etc. Each table has a cart. If your personal work items can fit safely in the cart, then its cool with us. Keep in mind: once your reservation is complete, all personal items must be removed.

If you are unsure about an item, just ask.

F.A.Q.

frequently asked questions

a chiropractic co-working space

6

Are pets allowed?

Nope. But we will revisit this decision at a later date.
Thanks for understanding.

7

Can I bring my children into the HUB?

Welp, then the conversation grows... Maybe the babysitter cancelled? Is school out? We get it...Until we have a designated area for children, let's be extremely cautious and considerate. It also wouldn't hurt to call ahead and see what the foot traffic is looking like in the HUB on that day. We also hope you understand, if we have to set limitations in the future, please respect the decision.

8

Can I bring guests into the HUB?

The HUB is for members and patients only.
Thanks for understanding.

F.A.Q.

frequently asked questions

a chiropractic co-working space

9

If I have an emergency, can I get a refund or reschedule?

All reservations are final.

10

Im in the HUB right now, and I need more time...

Visit our HUB reservation calendar. If there is time available, complete your reservation and its yours. Keep in mind, you may have to relocate to another table though -- it may not seem like it but there is a system / its back office logistics.

11

Can I perform DOT exams in the HUB?

Unfortunately, DOT exams are not allowed at this time.

F.A.Q.

frequently asked questions

a chiropractic co-working space

12

How does the walk-ins list work?

Each day, we refresh the walk-ins list. We like to keep a profile on all the docs; if a patient has a preference, we will honor it- its in the patients best interest. We will be as fair as possible.

We want everyone to be successful.

13

When I leave the HUB can I take my patients with me?

Absolutely, your practice, your patients.

14

Is there computer or printer access

There are no computers at the HUB. We encourage docs to bring their own personal computer. We also encourage a paperless community However, we do have PrintME printing services onsite.

Download the app for use (fees do apply)

F.A.Q.

frequently asked questions

a chiropractic co-working space

15

Can I provide services to another Hub Doctor's patient?

If you and the Doctor have an agreement-It's none of our business. We ask that you refrain from soliciting your services to another Doctors patients, without consent.