

WEBSITE TERMS AND CONDITIONS

Effective Date: July 1 2023

Last Updated: August 19, 2024

WEBSITE OWNER

Website URL: www.floatspacetime.com

Company Name: Island One LLC Doing Business As (DBA): SpaceTime Floatation Center

Address: 939 W North Avenue, Suite 100, Chicago, Illinois, 60642

E-Mail: info@floatspacetime.com

Phone: 3122852127

AGREEMENT TO TERMS

This Website Terms and Conditions Agreement (“Agreement”), created on the effective date and last amended on date above, is made between you (“user,” “you” or “your”), and Island One LLC d/b/a SpaceTime Floatation Center (the “Company,” “we,” “us,” or “our”). This Agreement outlines the rights and obligations that you and all users share in connection with accessing the website referenced above (the “website”), for the purpose of making use of any of the content, software, or other tools on the website (“services”).

PAYMENTS

All or a portion of the services offered by the Company on the website are paid in accordance with the terms below:

- a.) Forms of Payment.** We accept payment through the methods offered at the time of purchase or when a balance is due. The provider and method of payment are determined by your location, device, and purchased item. We reserve the right, at any time, to reject payment for any reason.
- b.) Currency.** Payments will be accepted on the website in the currency based on your location and in accordance with local laws.
- c.) Refund Policy.** Except when required by law, payments made by a user are not refundable by the Company. Refund requests are administered on a case-by-case basis and, if granted, do so at the sole discretion of the Company.
- d.) In-App Purchases.** If the website’s services are offered on an Android, iOS, or other mobile application (“mobile app”), this Agreement also applies to payments made on the mobile app. In addition, payments made on the mobile app must also be in accordance with the terms of the mobile app platform or “store.”

By receiving services, you expressly authorize the Company (which, for purposes of this payment authorization, shall also include the Company’s authorized third-party payment service providers) to seek payment of all fees, charges or other amounts due under for memberships or other services on or after each payment due date by charging the payment method on file. You acknowledge that a charge may not immediately post to your card. If you have provided us with multiple payment cards, and in the event that payment from one card fails, you authorize us to attempt to collect the payment by initiating one or more payment attempts to any additional payment cards which you have provided. If any payment subject to this authorization is returned unpaid and a valid card is not provided within ten (10)

days after the regularly scheduled date for payment, we may exercise any and all rights available to us, whether under this Agreement or under applicable law, which may include, but are not limited to, suspending your membership, denying services, terminating your membership agreement and/or assessing a late fee. You understand that your financial institution may charge you a fee in addition to any service charge you may owe us if any payment authorized above is dishonored or returned unpaid, and you agree that we will have no liability regarding such fees. You may revoke this payment authorization in person, by calling us, by sending us an email, or by mailing a letter with enough notice to give us a reasonable opportunity (typically three business days) to act on your request. If you revoke this payment authorization, you will still be responsible for paying any amounts which you may owe under the membership agreement. If you default on any payment obligation, we shall have the right to declare the entire remaining balance due and payable immediately, and shall have a right to seek, in addition to the amounts you owe under the membership agreement, our reasonable attorneys' fees and costs associated with any collection on your account.

ACCESS

Your access to and use of the website and the services is conditional upon your acceptance of and compliance with this Agreement, which applies to all the website's visitors. If for any reason, you do not agree with any of the terms of this Agreement, you may not access the website or its services.

Additionally, your access to and use of the services is also conditional upon your acceptance of our Privacy Policy which describes our policies and procedures on the collection, use, and disclosure of your personal information which is initiated by and commences when you use the website. The Privacy Policy discloses details and discloses your privacy rights and protections under applicable laws. It is advised to read our Privacy Policy prior to accessing the website or its services.

You can always review the most recent version of this Agreement on the website. We reserve the right to update, change or replace any part of this Agreement by posting updates to the website or sending you email notice of any such change. It is your responsibility to check the website periodically for any changes to this Agreement. Your continued access of the website or use of services following the posting of any such change constitutes your acceptance of the changes. There may be information on the website that contains typographical errors, inaccuracies or omissions that may relate to services, including descriptions, pricing, availability and other information. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information on the website at any time, without prior notice.

a.) Minors (under the age of 18)

If any user is a minor in the jurisdiction where they reside, the minor must obtain permission from their parent or guardian to use the website. If a minor accesses the website, it is assumed that their parent or guardian has read and agrees to this Agreement and has given permission to the minor to use the website.

b.) Children (under the age of 13)

If any user is a child under the age of thirteen (13) years and from the United States, it is assumed that they have obtained permission and verifiable parental consent to use the website. Furthermore, this Agreement allows the protections mentioned under the Children's Online Privacy Protection, specifically, 15 U.S. Code § 6502.

We do not claim that the website's content is appropriate or suitable for you or any visitor. No

information, data, or information provided on the website is intended for distribution or use in any location where such usage is prohibited or is contrary to any law or regulation which would subject the Company to the legal liability of any type. Any such access or use of the website is to be utilized on your own initiative, and you are solely responsible for any legal compliance.

Any supplemental amendments or documents posted on the website following the effective date of this Agreement are to be considered expressly incorporated into this Agreement.

PROHIBITED ACTIVITIES

As a user of our services, whether on the website or mobile app, it is prohibited to engage in the following activities to:

- Systematically retrieve data or other content from the website or services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission;
- Trick, defraud, or mislead other users or us, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the website or services, including those that restrict the copying of content or protected marks;
- Disparage, tarnish, or otherwise harm the Company, website, mobile app, or any other platforms where the services are offered;
- Use any information obtained from the website or the service to harass, abuse, or harm another person or group of people;
- Make improper use of our support services, specifically, our customer service representatives, or make false reports of abuse or misconduct;
- Use the website or services in a manner that is inconsistent with its intended use or against any applicable laws;
- Engage in spamming, linking, or referring to other websites for commercial or other purposes;
- Upload or transmit, or the attempt of such act, viruses, trojan horses, or other damaging or improper material, including the spamming or continuous posting of repetitive text, that has the potential to interfere, modify, impair, disrupt, alter, or interfere with another user's experience with the website or its features, functions, operations, or maintenance;
- Attempting any unauthorized automated use of the website, such as using scripts to send comments and messages, or using mining tools with the intention of gathering, injecting, or extracting data;
- Deleting copyrights, trademarks, disclaimers, or any other marks from the website or its content;
- Impersonating another user or person by use of a username, e-mail, personal name, or in any other manner;
- Upload or transmit, or the attempt of such act, any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices, also known as "spyware," "passive collection mechanisms" or "pcms;"
- Interfering with, disrupting, or creating an undue burden on the website, services, networks, and other connections;
- Harassing, annoying, intimidating, or threatening any of the other users, employees, agents, contractors, or any other individual affiliated with the Company;
- Disabling or attempting to disable restrictions implemented by the website that prohibits access

to certain areas;

- Copying or adapting the software of the website, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- Deciphering, decompiling, disassembling, or reverse engineering any of the software on the website;
- Except as may be the result of standard search engine or internet browser usage, to use, launch, develop, or distribute any automated system, including without limitation, any crawlable spider, robot or bots, cheat utility, scraper, or offline reader that accessed the website or services, or using or launching any unauthorized script or other software;
- Using a buying or purchasing agent to make purchases on the website;
- Making any unauthorized use of the website or the services, such as collecting usernames, e-mail addresses, or personal names of users by electronic or other means to send unsolicited e-mails or create user accounts by automated means or under false pretenses;
- Using the website or services as part of any effort to compete with us or otherwise using the website, services, marks, content, data, or any part thereof for any revenue-generating endeavor, commercial purpose, or for personal benefit;
- Using the website or services to advertise or offer to sell goods or other services;
- Selling your user profile or account on the website.

GUIDELINES FOR REVIEWS

We may provide you, either on the website or by a 3rd party, the right to leave a review or rating of the services provided. Said right to leave a review or rating requires that you:

- Should have firsthand experience with the person/entity being reviewed;
- Do not use any offensive, abusive, racist, profanity-laden language;
- Do not reference discriminatory language or references related to religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- Do not include references to illegal activity;
- Do not post negative reviews as part of a scheme working with a competitor of ours;
- Do not make any suggestions or conclusions as to the legality of our services, products, or conduct;
- Do not post any false or misleading comments about your experience with the website or our Company; and
- Do not organize a campaign encouraging others to post reviews, whether positive or negative.

In our sole discretion, we may decide to accept, reject, or remove reviews. Our responsibility is to screen reviews to ensure that any postings regarding the website and its services are accurate and verifiable. Any reviews made by you or other users of the website do not represent our opinions or statements of the services or of our affiliates or partners. We do not assume liability, claims, or losses resulting from any review made on the website. By posting a review, you hereby grant us a perpetual, nonexclusive, worldwide, commercial, royalty-free, and assignable license (and sublicense ability) to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to such reviews made.

COPYRIGHT POLICY

a.) Intellectual Property Infringement.

It is our duty to respect the intellectual property rights of others. Therefore, it is our policy to respond to any claim that infringes on any trademark, copyright, or other intellectual property protected under law.

If you are an owner of any protected intellectual property that you feel is being used without your authorization, you must submit notice to us by any of the contact details mentioned herein and include a detailed description of the alleged infringement.

If any request is made, and it is determined that you are not the owner of the intellectual property or do not have the authority to act on the owner's behalf, you may be held accountable for damages which may also include costs related to attorneys' fees for such misrepresentation.

b.) DMCA Notice and DMCA Procedure for Copyright Infringement Claims.

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Company with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of the copyrighted work;
- A description of the copyrighted work that you claim has been infringed, including the URL(s) where the copyrighted work exists or a copy of the copyrighted work;
- Your contact details including a personal name, address, phone number, and an e-mail address;
- A statement that the copyright infringement is not authorized and that the request to remove the copyrighted work is in good faith; and
- A statement by you, with language that includes "under penalty of perjury," that the information included in the infringement removal is accurate.

Upon receipt of a copyright infringement notification, we will take whatever steps are required to remove the copyrighted content from the website or the services.

INTELLECTUAL PROPERTY

Except as otherwise indicated, all source coding, databases, functionalities, software, graphic designs, and media of any kind (e.g. audio, video, text, photos, etc.), content, trademarks, service marks, logos, and copyrights are considered to be intellectual and proprietary information ("intellectual property"). Such intellectual property is under our ownership and protected by local, state, national, and international laws and will be defended.

No intellectual property is permitted to be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for commercial purposes without our express prior written permission.

USER OBLIGATIONS

You, as a user of the website or any of its services, agree to the following:

- Any information used for registration purposes, if required, must be submitted in an accurate and completed manner;
- If any information should change regarding your account, you agree to change it in a timely

fashion;

- You have the legal capacity to understand, agree with, and comply with this Agreement;
- That you are not considered a minor in the jurisdiction where you reside or are accessing the website or its services;
- That you will not access the website or its services through the use of bots, scripts, or any other use than the traditional manner as is intended; and
- That you will use the website and its services in an authorized and legal manner in accordance with this Agreement.

In regard to any of the information submitted by you, if it should be deemed inaccurate, out of date, or incomplete, we reserve the right to terminate your access to the website or account and any future intended use.

USER ACCOUNTS

If our website allows the creation of a user account of any type, you agree to be responsible for safeguarding its information including account data, connected e-mails, passwords, and any other personal information located therein. If you are made aware of any breach or unauthorized use of the account, you agree to notify us as soon as possible. Furthermore, you agree not to disclose any password created with any 3rd party other than secured services used to assist with saving passwords on your behalf.

If the creation of a username is allowed when making an account, such username must be appropriate for public viewing and not violate any trademark, copyright, or other protected names or marks.

USER SUBMISSIONS.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the website (“submissions”) provided by you is public and is not considered confidential unless otherwise stated. When a submission is made to the website, it becomes our exclusive property along with all intellectual property rights which may be used by us for any lawful purpose, commercial or otherwise, and without acknowledgment or compensation to you. When you make submissions to the website, you agree to waive any rights to such submissions and acknowledge their transfer to us.

THIRD (3RD) PARTY WEBSITE AND CONTENT

Our website or services may contain links to 3rd party websites or services that are not owned or controlled by us. Therefore, we assume no responsibility for the content, privacy policies, terms of use, practices, services, experiences, activities, or any other acts by 3rd parties. You acknowledge that if you are to be re-directed or forwarded to such 3rd party website, you hold us harmless and free of liability for any action that should occur on such websites, which may or may not include damages, losses, or any other claims.

SITE MANAGEMENT

To ensure the best experience for all users of our website and services, we reserve the right, in our sole discretion, to do the following:

- To monitor our website, services, and any other content for violations by users of this Agreement;
- To take appropriate actions against our users, including legal action, for those who may have violated this Agreement or have attempted to defraud or cause harm to other users; and
- To otherwise manage our website and services in such a way as to protect our rights and property and to encourage the optimal running of said websites and services.

PRIVACY POLICY.

Your access to and use of our website or services is conditional upon your acceptance of our Privacy Policy. Our Privacy Policy describes our rules and procedures on the collection, use, and disclosure of your personal information and details your privacy rights and how the law protects you and such data. It is recommended for all users to read to know their rights. Our privacy policy can be found in the footer area of the website.

We maintain the right to store certain data that you have transmitted by the use of the website or any of our services. You are solely responsible for the data you transmit and how it relates to any activity you have undertaken when using the website and any of its services. Therefore, you agree that we have no liability to you for any loss, breach, or corruption of any data and hereby waive any right of action against us that may or may not arise from such loss, breach, or corruption.

TERMINATION

We may terminate or suspend your account for any reason and at our sole discretion. If your account is suspended or terminated, we may or may not provide prior notice. Upon termination, your access to the website and/or services will cease immediately.

If you wish to terminate your relationship with us, such termination can be made by simply discontinuing your use of the website and its services.

GOVERNING LAW

This Agreement, including your use of and access to the website and services, shall be governed by the laws of the state of Illinois, without reference to its choice of law rules. Your use of this website, services, and any mobile app may be subject to other local, state, national, and international laws.

DISPUTES

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us directly with any dispute, either in-person or at our email address. If we cannot resolve your concerns, the parties agree to an informal dispute resolution process requiring individual arbitration.

BINDING INDIVIDUAL ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by binding individual arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual

(non-class, non-representative) basis. The arbitration shall take place in Chicago, Illinois and shall be conducted by a single arbitrator. The arbitrator shall allow the parties to conduct an amount of discovery deemed reasonable by the arbitrator. Notwithstanding the foregoing, any party hereto may seek injunctive or other equitable relief from any state or federal court located in Cook County, Illinois. The parties shall maintain the confidential nature of any arbitration proceeding instituted pursuant to this Section and any award rendered by the arbitrator(s) pursuant thereto, except as may be necessary in connection with the judicial enforcement of any such award, or unless otherwise required by law or judicial decision.

“AS-IS” DISCLAIMER

You expressly acknowledge and agree as a user of the website and any services offered, that such website and services are provided on an “as-is,” “where is,” and “as available” basis, including faults and defects without warranty.

To the maximum extent permitted under applicable law, the Company, on its own behalf and those of its affiliates, licensors, and service providers, expressly disclaim all warranties, whether express, implied, statutory, or otherwise, with respect to the said website and any services offered, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind, that the content or any services provided will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, devices, or services, including operating without interruption, or meet any performance or reliability standards or be error and bug-free from any defects that can or will be corrected.

Without limiting the foregoing, neither we nor any of our providers make any representation or warranty of any kind, express or limited, in regard to the following:

- The operation or availability of the website or any services, or the information content, and materials or products included herein;
- The website or any services being uninterrupted or bug-free;
- The accuracy, reliability, or currency of any information or content provided through the website or services; and
- The website or any services, servers, content, or e-mails sent on behalf of our Company is free of viruses, scripts, trojan horses, worms, malware, timebombs, or any other harmful code.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on the applicable statutory rights of a consumer. Therefore, some or all of the above exclusions and limitations may not apply to you. The exclusions and limitations outlined in this section will be applied to the greatest extent under applicable law.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE, OUR DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR SERVICES, EVEN IF WE HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY IS TO CEASE USE OF THE WEBSITE OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER. THEREFORE, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. THE EXCLUSIONS AND LIMITATIONS OUTLINED IN THIS SECTION WILL BE APPLIED TO THE GREATEST EXTENT UNDER APPLICABLE LAW.

INDEMNIFICATION.

You agree to defend, indemnify, and hold us harmless, including any of our subsidiaries, agents, or affiliates and our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any 3rd party due to or arising out of the following:

- Our content;
- Your use of the website or any of our services;
- Your inability to use the website or any of our services;
- Your breach of this Agreement;
- Your violation of the rights of a 3rd party, including but not limited to intellectual property rights; and
- Any overt harmful act toward any other user of the website or its services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We agree to use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

NOTICES

Except as explicitly stated otherwise, any notices sent to us must be sent to info@floatspacetime.com. Any notices sent to you regarding any communication that must be sent in accordance with this Agreement will be sent to the e-mail registered to any account created on the website.

If notice is required to be sent via standard mail for legal or other purposes, the mailing address in Section 1 of this Agreement should be used.

ELECTRONIC MEANS

When accessing the website or any of its services, sending e-mails, online forms, esignatures, or any type or kind of electronic records or communication, you consent that all agreements, notices, disclosures, and other communications we provide to you in such manner satisfies any legal requirement that such communication should be in writing. You hereby agree to the use of electronic signatures and to electronic delivery of notices, policies and records of transactions initiated or completed by use or through the website or services. You hereby agree that the use of such electronic means will be regarded as sufficient and be viewed as the same as its physical counterpart. Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS.

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in any of the methods below:

Mail

1625 North Market Blvd, Suite N 112,
Sacramento, California
95834

Telephone

(800) 952-5210
(916) 445-1254

UNITED STATES FEDERAL GOVERNMENT END-USER PROVISIONS.

If you are a user acting on behalf of the U.S. federal government, our website and its services are treated as a “commercial item” as defined under 48 C.F.R. § 2.101.

EUROPEAN UNION (EU) USERS.

If you are a European Union (EU) resident, consumer, or user, it is recognized that you are entitled to specific protections on how your personal information is collected. We, in our privacy policy, attempt to be in accordance with such rules and regulations.

MISCELLANEOUS.

This Agreement and any policies or operating rules posted by us, on the website, or through any services or in respect to such constitute the entire Agreement and understanding between you, as a user, and us, as a Company. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law in accordance with the jurisdiction where we are located and to the protections that you, as a user, are entitled to in your jurisdiction. We may assign any or all of our rights, liabilities, services, and obligations hereunder to another party at any time without your permission. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by an event beyond our reasonable control.

If any provision, section, clause, or part of this Agreement is determined to be unlawful, void, or unenforceable, that said portion of this Agreement is determined to be severable and does not affect the validity and enforceability of any remaining language.

It is understood that this Agreement does not create a joint venture, partnership, employment, or agency relationship between you and us, the website, or any of its services. You agree that this Agreement will not be construed against us by virtue of having drafted and published on the website for your review. Therefore, you agree to waive any and all defenses that may have been assumed under this Agreement and the lack of signing by any party hereto.

If this Agreement has been translated, you agree that its original English text shall prevail in the case of a dispute.