

Havn Spaces, LLC – Terms of Service

Last Updated: October 26, 2025

Acceptance of Terms

Welcome to Havn Spaces, LLC ("**Havn**," "**we**," or "**us**"). These Terms of Service ("**Terms**") govern your use of and access to Havn's coworking and wellness spaces, facilities, services, and our website located at joinhavn.com (collectively, the "**Services**"). By accessing or using any of our Services – including purchasing a day pass, booking a meeting room or event space, using our coworking facilities, or signing up for any membership or program – you agree to be bound by these Terms. If you do not agree, you must not use the Services.

Please read these Terms carefully before using Havn's Services. These Terms form a binding legal agreement between you and Havn. If you are using the Services on behalf of a company or other entity, you represent that you have authority to bind that entity to these Terms, in which case "you" means the entity.

Separate Membership Agreements: Please note that certain membership plans or recurring services may require you to sign a separate membership agreement or contract. In particular, if you enroll in a recurring monthly or annual membership, the specific terms (such as recurring billing, membership benefits, and cancellation) will be governed by that membership agreement. These Terms of Service apply generally to all users and visits, but in the event of any direct conflict between these Terms and a duly signed membership agreement, the terms of the membership agreement will control for those members.

Eligibility

The Services are intended for use by adults in the United States. You must be at least 18 years old to purchase or use Havn's Services on your own. Individuals under 18 may only use the Services if they are at least 13 years old and their parent or legal guardian has reviewed and agreed to these Terms on their behalf. By using the Services, you represent and warrant that you meet these age requirements.

In addition, to use our physical coworking and wellness facilities, you may be required to create an account or sign in on-site, and provide valid identification. You agree to provide accurate and complete information when signing up or checking in, and to keep your account credentials secure. You are responsible for all activity under your account. We reserve the right to refuse access to the Services, or terminate any account, if we suspect that a user is underage or otherwise ineligible, or for any other violation of these Terms.

Services and Access Rights

Havn provides membership-based and on-demand access to coworking workspaces, private offices, meeting rooms, event venues, and wellness amenities (such as fitness centers, pools, and related facilities). When you purchase a Service (for example, a day pass, a meeting room booking, an event space rental, or a membership), Havn grants you a limited, revocable license to enter and use the designated Havn premises and resources for the duration and purposes of that Service. **This access is provided under a license to use our space and is not a lease.** You obtain no real property interest or tenancy rights. This means, for example, that:

- Your use of any workspace or office is by permission of Havn under these Terms and any applicable membership plan or booking, and not pursuant to a landlord-tenant relationship. No landlord/tenant laws or eviction processes apply. If your access ends or is terminated as allowed in these Terms, you agree to promptly vacate the space as directed.
- You may not record or file these Terms (or any agreement with Havn) in land records or public records, because they do not create a leasehold interest or convey any real property rights.
- Havn retains overall possession and control of all its facilities. Even if you have a dedicated office or reserved space under a membership, Havn staff may enter the space as needed (for maintenance, safety, or rule enforcement) with reasonable notice or in emergencies.
- Your access rights are personal to you (and, if your membership plan allows, your authorized employees or guests). You may not transfer, sublicense, or allow

others to use your membership or access credentials without Havn's prior consent.

Available Services: The specific features of your access depend on what you have purchased:

- *Day Passes:* Allows one person access to shared coworking areas and standard amenities for a single day during regular operating hours.
- *Meeting Rooms & Event Bookings:* Provide a license to use a specific meeting room or event space at a scheduled time. Time slots must be reserved in advance and end promptly as scheduled.
- *Private Offices:* Certain membership plans provide a dedicated office or desk for your use. Even so, this space is provided under a service agreement (license) and not as a leased premises. The use is limited to the term of your active membership and subject to these Terms and the membership agreement.
- *Wellness and Fitness Amenities:* Access to gyms, pools, classes, and similar facilities, subject to any additional rules or waivers. Usage is only for active members or authorized guests with proper passes or tickets.
- *Community and Events:* Havn may host member events, workshops, or social gatherings. Participation may require RSVP or fees, and all behavior at events must still comply with these Terms.

Havn continuously strives to provide high-quality spaces and amenities, but availability can vary. We may occasionally restrict or change the use of certain areas or services (for example, for maintenance, cleaning, private events, or safety reasons). We will endeavor to give advance notice of significant changes or closures, but reserve the right to modify the offerings at any time. Use of all Havn facilities must always comply with these Terms and any posted site-specific rules or instructions from our staff.

Fees and Payments

You agree to pay all fees and charges associated with the Services you purchase or use. All prices for day passes, room bookings, event rentals, or other one-time services will be stated at the time of purchase. These one-time services require upfront payment in full to secure your reservation or access. **One-time purchases (such as day passes or**

single-use bookings) will not auto-renew. Any recurring membership fees will be governed by your membership agreement, as noted above.

Payment Methods: We may accept various payment methods such as credit/debit cards or other electronic payments through our website or on-site. By providing a payment method, you represent that you are authorized to use it and you authorize Havn (or our third-party payment processor) to charge the full amount due for the selected service, including any applicable taxes or fees. Recurring membership payments (if applicable) may be automatically charged on their billing cycle per your membership agreement.

No Refunds on One-Time Services: Fees for one-time services (e.g. day passes, hourly or daily room rentals, event bookings) are generally non-refundable once purchased. If you need to cancel or reschedule a booking, please contact us as early as possible. We may, in our sole discretion, offer a credit or alternative date if you cancel within a certain advance notice period, but this is not guaranteed unless required by law or explicitly stated in a specific cancellation policy for that service. If Havn must cancel a booking (for example, due to facility issues or unforeseen events), we will endeavor to provide you with a rescheduled time or a refund.

Late Payments: If any payment for a membership or service is not received by its due date, Havn reserves the right to suspend or terminate your access to the Services. For memberships, any late fees or reactivation terms will be governed by the membership agreement. You are responsible for ensuring that your payment information is up to date and that you have sufficient funds or credit available. Havn is not responsible for any bank fees, overdraft charges, or other charges you may incur in connection with processing of your payment.

Taxes: All fees are stated exclusive of any taxes or assessments unless otherwise indicated. You are responsible for any sales, use, excise, value-added, or other taxes or government fees due with respect to your purchases. If Havn is required to collect taxes, such taxes will be added to your billing amount.

Price Changes: Havn may modify the pricing of any Services in the future (for example, adjusting day pass rates or room booking fees). Such changes will not affect any services you have already paid for, but new purchases or renewing memberships will

reflect the then-current prices. We will endeavor to inform members in advance of changes to recurring membership fees as required in the membership agreement or applicable law.

User Responsibilities and Acceptable Use

All users of Havn's spaces and services are expected to behave in a manner that is respectful, lawful, and considerate of others and of the facilities. By using the Services, you agree to the following code of conduct and use policies:

- **Compliance with Laws and Policies:** You will use the Services and Havn premises only for lawful purposes. You must comply with all applicable laws and regulations at all times. In addition, you agree to follow all of Havn's internal rules and policies that may be provided to you or posted on-site (such as any community guidelines, safety protocols, posted occupancy limits, and staff instructions).
- **No Offensive or Disruptive Behavior:** You will not engage in conduct that interferes with other members' or guests' enjoyment of the space. This includes refraining from excessive noise, harassment, discrimination, or any form of abuse toward others. Havn has zero tolerance for harassment or discrimination on any basis (including race, gender, religion, national origin, etc.). Loud phone calls or meetings should be taken in designated areas (such as phone booths or meeting rooms) to maintain a professional environment.
- **Proper Use of Facilities:** Use the spaces and equipment only as intended. For example, do not use common areas for large events without booking an event space, and do not use the space as living quarters (no sleeping overnight or using Havn as a residence). Smoking, vaping, and open flames are not allowed anywhere indoors. You may not bring any illegal drugs, hazardous materials, or weapons (including firearms) onto Havn premises. Pets are only allowed if Havn expressly permits (Havn is pet-friendly for members in designated areas, but your pet must be well-behaved, leashed or contained as required, and under your supervision at all times; you are responsible for any mess or damage caused by your pet).

- **Security and Access:** You must not share your access cards, key fobs, door codes, or account credentials with anyone who is not authorized by Havn. Each member or user must use their own credentials to check in. Tailgating (allowing unknown persons to follow you into secured areas) is prohibited. If you lose an access card or key provided to you, notify Havn immediately; a replacement fee may be charged. We may require you to present ID upon request to verify your identity.
- **Internet and IT Resources:** Havn provides Wi-Fi internet access and possibly other IT resources for your use. You are expected to use these resources responsibly and legally. You must not use Havn's internet connection to infringe intellectual property (e.g. illegal downloads), launch attacks, hack or access systems without authorization, distribute spam or malware, or engage in any unlawful online activity. Havn may implement network security measures (such as firewall filters or bandwidth limits) to ensure stable and secure shared Wi-Fi. We do not monitor your specific online activities, but we reserve the right to suspend or terminate your access to the network if we believe your usage poses a security threat or violates this Acceptable Use policy.
- **Confidentiality and Privacy:** While using a shared workspace, you might overhear or see confidential information of others. You agree to respect the privacy and confidentiality of other members. Conversely, Havn is not liable if someone overhears your conversations or views materials you leave in plain sight. It is your responsibility to secure your confidential data (e.g., use privacy screens, avoid leaving sensitive documents unattended).
- **Care of the Space and Equipment:** Treat the furniture, equipment, and facilities with care. You agree not to deface, damage, or make permanent alterations to any part of the premises. If something is not working properly or is damaged, please inform Havn staff. You are responsible for any damage to Havn property beyond normal wear and tear that you or your guests cause. Havn reserves the right to charge you for the cost of repairs or replacement of damaged items (and you hereby authorize Havn to charge your on-file payment method for such costs, with an itemized receipt provided upon request).
- **No Unpermitted Commercial Activities:** You may conduct your own business from Havn (for example, work on your freelance projects, hold client meetings,

etc.), but you may not operate a retail storefront or other business that involves frequent public visitors or sales of goods on the premises without Havn's prior approval. Soliciting business from other members is allowed only in appropriate ways that do not spam or harass (e.g., you may network and exchange contacts, but mass solicitation or disruptive sales tactics in the space are prohibited). Similarly, posting advertisements or signage in common areas requires permission.

Havn reserves the right to make final determinations on what constitutes acceptable use and behavior in its spaces. Violation of any of the above policies may result in a warning, or immediate suspension or termination of access, as described under **Termination** below. Our goal is to maintain a safe, welcoming community for all users.

Guest and Visitor Policy

Havn welcomes members to introduce others to our community, but to maintain security and quality of experience, all guests and visitors must adhere to our policies:

- **Host Responsibility:** If you bring a guest (including clients, colleagues, friends, or family) into Havn premises, you are responsible for your guest at all times. Guests must be accompanied by you (their host) while on-site and may not remain in the facilities after you depart. Please do not lend your access credentials to any guest.
- **Registration and Check-In:** All guests must be registered at the front desk or through any visitor registration system we use. Guests may be required to present ID and sign in (and, where applicable, sign a liability waiver or agreement to abide by these Terms). Havn reserves the right to refuse entry to any guest who is not properly registered or who poses a security or safety risk.
- **Scope of Guest Use:** Guests are allowed to use common areas for the purpose of their visit (for example, attending a meeting with you or touring the facility). Guests should not occupy a workstation or use amenities (like gym equipment) on their own unless a specific guest pass or arrangement has been made (such as a day pass purchase for that guest or a designated "bring-a-guest" day). In other words, a guest's access is limited to accompanying you for business or social purposes, not independent usage of the coworking space.

- **Children:** Guests under 18 (minors) must be accompanied by a parent or guardian at all times. If you bring a minor as a guest, you (as the adult host) are fully responsible for the minor's supervision and safety. Certain areas (e.g., fitness facilities, pool, or other potentially hazardous areas) may have age restrictions and minors may not be permitted for their own safety.
- **Guest Fees:** Some membership plans or events might allow a limited number of guest visits at no extra charge, while others may require purchase of a guest pass or charge a fee for guest use of amenities. Any applicable guest fees will be communicated in advance (for example, when booking an event or as part of your membership details). You are responsible for any charges incurred due to your guests.
- **Guest Conduct:** You must ensure your guests understand and follow the same conduct requirements outlined in these Terms. If your guest violates any policy or behaves inappropriately, Havn may require them to leave, and you (as the member) could be held accountable for their actions. Repeated or serious violations by guests you bring could result in loss of your guest privileges or other consequences for your membership.

Please be considerate when inviting guests. Our space is first and foremost for our members' use. While we encourage networking and community, we also strive to keep the environment focused and secure. Havn staff may limit guest access during peak times or in certain work areas if it becomes disruptive. Always check with Havn management if you are planning to bring a larger group of visitors or host an event, to ensure proper arrangements are in place.

Health and Safety; Assumption of Risk

Havn is committed to providing a safe environment, but we need your cooperation and caution to ensure everyone's well-being. By using our fitness, wellness, and any physical facilities, you acknowledge and agree to the following:

- **Health Requirements:** You should be in appropriate physical condition before using fitness equipment, participating in classes, swimming, or using spa facilities (such as saunas or steam rooms). If you have any medical conditions or concerns, consult a physician before using these amenities. You agree that you

will not use facilities (especially gyms or pools) while ill or under the influence of alcohol or drugs that could impair your abilities or pose a risk to others.

- **Compliance with Safety Rules:** Follow all posted instructions and safety guidelines for equipment and facilities. This includes any rules for machinery (like wiping down gym equipment after use, using a spotter for heavy lifts), pool rules (no running, no solo use after hours if prohibited, etc.), and guidance provided by instructors or staff. If an area or equipment is marked as closed or out of service, do not use it.
- **Inherent Risks:** You understand that using exercise equipment, engaging in physical activity, and participating in wellness services involve inherent risks of injury or other harm. These risks can include, for example, muscle strains, falls, health events like heart attacks or heat exhaustion, drowning or slipping in wet areas, or other unforeseeable incidents. By voluntarily choosing to use Havn's fitness and wellness amenities, **you assume all inherent risks** associated with these activities.
- **No Medical Provision On-Site:** Havn does not provide medical or emergency care personnel on the premises (aside from basic first aid supplies). In case of an injury or emergency, call 911 and notify Havn staff immediately. We are not responsible for any injuries, illnesses, or medical events that occur from your use of the facilities, except to the extent caused directly by our gross negligence or intentional misconduct.
- **Release of Liability for Activity:** To the fullest extent permitted by law, you release Havn and its employees and agents from any liability for any injury, death, or property damage you may suffer related to the use of our fitness, wellness, or other facilities, **except** if such injury is a direct result of Havn's willful or grossly negligent act. You are solely responsible for knowing your own physical limits and acting within them.

We may require you to sign a separate liability waiver or release before engaging in certain high-risk activities or classes. This is to further confirm your acknowledgment of risk. Even if no additional form is signed, by using the facilities you are still agreeing to the above terms. Please exercise common sense and caution at all times. If you ever feel that something is unsafe or beyond your ability, stop immediately and inform our staff.

Privacy and Data Use

Your privacy is important to us. To provide the Services, Havn may collect certain personal information from you, such as your contact details, payment information, and usage history (for example, when you check in, reserve a room, or use our Wi-Fi). We handle and protect personal information in accordance with our **Privacy Policy** (see the separate Privacy Policy document on our website, which is incorporated here by reference). By using our Services, you acknowledge that you have read the Privacy Policy and consent to Havn's collection, use, and sharing of your information as described there.

In particular, please note:

- We may use your contact information (email, phone number) to send you receipts, invoices, and important announcements about the Services (e.g., changes to hours, emergency notifications, or updates to these Terms). We may also send newsletters or promotional materials, but you can opt out of marketing communications.
- Our facilities are monitored by security systems (such as cameras in common areas) for safety and security purposes. By entering Havn premises, you understand that you may be recorded on these systems. Footage is used strictly for security, operational, or investigative purposes and handled per our Privacy Policy.
- If you use Havn's networks or IT resources, we may collect basic device and network usage data (such as MAC addresses or IP logs) to maintain network security and performance. We do not monitor your content or communications, but see the Acceptable Use section regarding improper activities which may prompt us to review network logs or take action.
- We will not sell your personal information to third parties. We may share information with service providers who help us run our business (for example, payment processors or access control system providers), and with authorities if required by law or to enforce these Terms.

For more details on how we collect, use, and protect your personal data, please review our Privacy Policy. If you have any questions about our data practices, you can contact us using the information at the end of these Terms.

Disclaimer of Warranties

Havn strives to provide top-quality facilities and services, but we need to make clear that there are no guarantees about the Services. **Your use of the Services is at your own risk.** To the maximum extent permitted by law, Havn disclaims all warranties, express or implied, regarding the Services. This includes, but is not limited to:

- **No Guarantee of Availability or Uninterrupted Service:** We do not warrant that the coworking space or any specific amenity will be available at all times or free from downtime or interruptions. There may be occasional outages, closures, or technical issues (for example, Wi-Fi downtime, power failures, or temporary facility closures) that prevent use of the Services.
- **No Implied Warranties:** We expressly disclaim any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. For example, we make no promise that the workspace will meet your specific needs, or that using our Services will guarantee any particular business or health outcomes for you.
- **As-Is, As-Available:** All facilities, equipment, and offerings are provided "as is" and "as available." They come with all faults and without warranty of any kind. We do not warrant that the premises will be perfectly clean of all allergens or pathogens (though we do our best to maintain hygiene), or that the IT networks will be secure from every possible threat (though we employ reasonable security measures).
- **Third-Party Services or Products:** From time to time, we may provide access to or information about third-party services (for example, a vending machine, a third-party fitness class instructor, or an event vendor). Havn makes no warranties regarding those third-party offerings and is not responsible for them. Any dealings with third parties are solely between you and that third party.

Some jurisdictions do not allow the exclusion of certain warranties, so to that extent, some of the above disclaimers may not apply to you. However, in such cases, our warranties are limited to the minimum scope permitted by applicable law.

Limitation of Liability

To the fullest extent permitted by law, Havn (and our owners, employees, and affiliates) will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the Services or these Terms. This includes, for example, damages for lost profits or revenues, loss of business opportunity, loss of data, business interruption, or any other intangible losses, even if we were advised of the possibility of such damages.

In addition, to the extent permitted by law, the total aggregate liability of Havn for any and all claims arising from or related to the Services or these Terms is limited to the amount you paid to Havn for the service or membership in question in the 12 months immediately preceding the event giving rise to the claim, or \$100 if no such purchase was made. If the applicable law does not allow limiting liability to the amounts paid (or to a specific dollar amount), then our liability will be limited to the minimum amount permitted by law.

Havn is not responsible for the actions of other members or third parties. This means that if another member or guest harms you or your property, or if your belongings are stolen or damaged by someone else, Havn is not liable for those damages (except to the extent the law provides otherwise). We strongly encourage you to keep track of your belongings and use any lockers or security measures provided. Bringing valuable items to the space is at your own risk.

Nothing in these Terms is intended to exclude or limit any liability that cannot be limited by law. For example, if applicable law does not allow the exclusion of liability for gross negligence or willful misconduct, or for death or personal injury caused by negligence, then such liabilities are not excluded by this Terms of Service, and the above limitations apply only to the extent allowed by law.

Indemnification

You agree to indemnify, defend, and hold harmless Havn Spaces, LLC, its affiliates, and each of their respective officers, directors, employees, and agents (the "Havn Parties") from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) that arise out of or relate to: (a) your use of the Services or your presence at Havn's premises; (b) your breach of any of these Terms or of any other agreement with Havn; (c) any injury, damage or loss caused by you to any person or property within Havn's facilities; or (d) any violation by you (or by any person who accesses the Services using your membership or account) of any law or rights of any third party. This indemnification extends to claims arising from the conduct of your guests or invitees as well, for which you are responsible.

We reserve the right to assume the defense and control of any matter subject to indemnification by you (at your expense) if we believe that you are not diligently defending our interests, and you agree to cooperate with our defense of such claims. You may not settle any claim that imposes any liability or obligation on Havn without our prior written consent.

This indemnity obligation does not apply to the extent that the claim arises from Havn's own gross negligence or willful misconduct. In other words, if Havn is solely at fault, you are not required to indemnify us for that portion of a claim.

Termination and Suspension

By Havn: We hope to never part ways on bad terms, but Havn reserves the right to suspend or terminate your access to the Services (including deactivating your membership or refusing you entry to the premises) under the following circumstances:

- **Violation of Terms or Policies:** If you breach any provision of these Terms, any membership agreement, or any posted rule, we may suspend your access immediately. Serious violations (for example, illegal activity, endangering others, or willful damage to property) may result in immediate termination without prior notice. Less serious issues may, at our discretion, result in a warning or probationary period, but we are not obligated to provide multiple warnings.

- **Non-Payment:** If you fail to pay any fees or charges owed (and applicable grace periods have lapsed), we may suspend services or access until payment is made. For recurring memberships, additional terms in the membership agreement regarding non-payment and termination will apply (such as our right to charge late fees or terminate the membership).
- **Misuse or Illegal Use of Services:** If you use the space for any unlawful purpose or in a manner that, in Havn's judgment, could expose us or others to harm or liability (for example, using the address for fraudulent activities, or seriously misusing the internet service), we can terminate your access immediately.
- **At Our Discretion (Business Reasons):** Havn may terminate or suspend the Services or your membership for convenience (for example, if we discontinue a certain membership program or close a location). In such cases not related to your misconduct, we will provide as much advance notice as is practicable and, if you have paid in advance for services you cannot use due to our termination, we will issue a pro-rated refund for the unused portion.

By You: If you no longer wish to use the Services, you are free to stop at any time. If you have a recurring membership, please refer to your membership agreement for the process to cancel or not renew; typically, you may need to give a notice before your next billing cycle. If you have upcoming reservations or bookings you wish to cancel, see the cancellation terms under **Fees and Payments** above. Note that generally fees for one-time services are non-refundable if you initiate cancellation, as explained earlier.

Effect of Termination: Upon termination or expiration of your access (whether initiated by you or Havn), you must immediately cease using the facilities and remove any personal property you have at the premises. Any access cards or keys must be returned promptly. If you fail to remove your belongings, Havn may consider them abandoned after a reasonable period and dispose of them in accordance with applicable law (we will attempt to contact you first). You will remain responsible for any unpaid fees up to the date of termination.

After termination, any provisions of these Terms which by their nature should continue (such as waivers of liability, arbitration agreements, and indemnification obligations) will remain in effect. Termination of access for one reason does not preclude Havn from pursuing other legal remedies available for any breach or misconduct that led to the

termination. Additionally, Havn may refuse to accept future bookings or memberships from individuals who have been terminated for cause.

Dispute Resolution and Arbitration

Please read this section carefully, as it affects your rights. By agreeing to these Terms, you and Havn both agree to resolve any disputes through final and binding **arbitration** on an individual basis, rather than in court, with only a few exceptions noted below.

- **Agreement to Arbitrate:** You and Havn agree that any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Services (including any injury or loss you or your guests might claim is attributable to your use of the Services, and any disputes regarding payments or membership), will be resolved by binding arbitration, except as provided under “Exceptions” below. This agreement to arbitrate is governed by the Federal Arbitration Act (FAA) and continues to apply even after your relationship with Havn ends.
- **Arbitration Procedure:** The arbitration will be administered by the **American Arbitration Association (AAA)** under its Consumer Arbitration Rules (or if determined inapplicable by the arbitrator, then the AAA’s Commercial Arbitration Rules). If AAA is not available, the parties will agree on an alternative arbitration forum or the court may appoint one. The arbitration will be heard by a single neutral arbitrator. It may be conducted through document submissions, telephone, or video conference, or in-person in the county of Utah where Havn’s principal facility is located (currently Salt Lake County), as determined by the arbitrator and the parties. The arbitrator can award any relief that a court of law could, including monetary damages and injunctive relief, but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.
- **Individual Actions Only – No Class or Collective Relief:** You and Havn agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class-like or representative proceeding. **You**

hereby waive any right to a jury trial or to participate in a class action against Havn.

- **Exceptions:** Despite the foregoing agreement to arbitrate, either party may choose to bring an individual claim in **small claims court** if it qualifies, rather than in arbitration. Also, any party may bring a suit in court for **injunctive relief** to stop unauthorized use or abuse of the Services, intellectual property infringement, or a breach of confidentiality that may cause irreparable harm (in which case a request for injunction shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate later). Furthermore, nothing in this arbitration clause prevents either party from reporting issues to federal, state, or local agencies that may, if the law allows, seek relief against the other on the reporting party's behalf.
- **Arbitration Fees and Severability:** Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. We will reimburse consumer customers for filing fees for claims of less than \$10,000 unless the arbitrator finds your dispute frivolous. Likewise, Havn will not seek attorneys' fees or costs in arbitration unless the arbitrator determines your claims are frivolous. If any part of this arbitration agreement (such as the class action waiver) is found to be unenforceable, the remainder shall still be enforced to the fullest extent permitted by law.

Governing Law: These Terms and any dispute arising under them (whether decided in arbitration or in court, to the extent allowed) are governed by the laws of the State of Utah, U.S.A., without regard to its conflict of law principles. The arbitrator will apply substantive Utah law to any disputes, except to the extent federal law (such as the FAA) governs the enforceability of the arbitration clause.

By accepting these Terms, you acknowledge that you understand and agree to this arbitration agreement. You have the right to opt out of this arbitration agreement if you notify Havn in writing within 30 days of first accepting these Terms, stating your intent to opt out. If you do so, only the "Governing Law" and jurisdiction provisions below will apply to any disputes (meaning any allowed court proceedings would take place in Utah). If you do not opt out, this agreement to arbitrate will be binding.

Governing Law and Jurisdiction

These Terms and any disputes arising out of or relating to the Services will be governed by the laws of the State of Utah, USA, excluding its conflict-of-law principles. Subject to the arbitration agreement above, if any dispute is resolved in court rather than arbitration, such as a qualifying small claims matter or a request for injunctive relief, then it shall be brought exclusively in the state or federal courts located within Salt Lake County, Utah. Both you and Havn consent to the personal jurisdiction of those courts for such purposes.

Changes to Terms

Havn may modify or update these Terms from time to time to reflect changes in our Services, legal requirements, or other reasons. If we make a material change, we will notify users by posting the updated Terms on our website (and/or through other communication channels if appropriate) and updating the "Last Updated" date at the top. It is your responsibility to review the Terms periodically. By continuing to use the Services after any changes to the Terms become effective, you agree to be bound by the revised Terms. If you do not agree with a change, you should stop using the Services. No modification of these Terms will apply retroactively to any dispute that arose before the effective date of the change, except as may be required by law.

Miscellaneous

- **Entire Agreement:** These Terms (along with any additional policies or agreements expressly incorporated by reference, such as our Privacy Policy and any membership agreement you may sign) constitute the entire agreement between you and Havn regarding the Services. They supersede all prior or contemporaneous understandings or agreements, whether written or oral, on the subject matter. In case of a conflict between these general Terms and a specific membership agreement, the membership agreement will control for the specific issues it addresses.
- **No Waiver:** If Havn does not immediately take action on a violation of these Terms, that does not mean we are giving up any rights or agreeing to any modification of these Terms. For example, if we do not enforce a rule right away,

we can still enforce it later. Any waiver of a provision of these Terms will be effective only if in writing and signed by an authorized representative of Havn.

- **Severability:** If any provision of these Terms is found by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, that provision will be severed and the remaining provisions will remain in full effect. The invalid provision will be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if it cannot, it will be deemed removed.
- **Assignment:** You may not assign or transfer any of your rights or obligations under these Terms without Havn's prior written consent. Any attempt to do so without consent is void. Havn may assign its rights and obligations to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- **No Third-Party Beneficiaries:** These Terms are for the benefit of you and Havn (and permitted assigns) only. No third party (except as explicitly stated for the Havn Parties under Indemnification) has any rights to enforce these Terms.
- **Relationship of Parties:** Nothing in these Terms creates a partnership, joint venture, employer-employee, or agency relationship between you and Havn. You are an independent user of the Services, and neither party has the power to obligate the other in any way not expressly set forth in these Terms.

Contact Us

If you have any questions about these Terms or need to contact Havn for any reason (including to provide any notices under these Terms), please reach out to us:

- **Havn Spaces, LLC** – Attn: Terms of Service
- **Email:**
- **Phone:** (801) 516-3940

Our mailing address and location details can be found on our website's contact page. We will be happy to assist you and address any concerns.
