

## CIRCLE SEVEN FIVE

### MEMBERSHIP TERMS OF SERVICE

This Membership Terms of Service (“Terms”) is effective upon the date of membership of a Member. By accepting membership, the Member agrees to the terms and conditions contained herein. These Terms shall be incorporated by reference into the Member’s application to Circle Seven Five (“CSF”). These Terms may be amended from time to time, with or without notice to the Member. CSF is owned and operated by Dallas Circle Seven Five, LLC.

### RECITALS

WHEREAS, CSF desires to establish terms and conditions applicable to its Members which shall govern the relationship between CSF and each Member;

WHEREAS, a Member of CSF agrees to the terms and conditions set forth in these Terms by accepting membership to CSF;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the CSF and Member, intending to be legally bound, hereby agree as follows:

**1. Membership.** Membership begins upon receipt of a membership application and payment of the membership fee. Upon becoming a Member, the membership will continue so long as the applicable membership fee is paid and the membership is not otherwise terminated as provided herein. Members will be bound by these Terms and any modification to the Terms. If a Member’s membership is terminated, the Member will continue to be bound by Section 7 (confidentiality), Section 8 (non-competition), and Section 9 (non-disparagement).

**2. Fees.** Membership will be billed on a monthly, quarterly, or annual basis. The type of membership a Member selects will determine the frequency of the billing and the cost per billing cycle, which may vary with promotions. Pricing is subject to change without notice. If a Member fails to make payment by the due date, the Member’s membership will be suspended until payment is made. A Member whose membership has been suspended is not entitled to Member benefits. If payment is not made within thirty (30) days of the due date, the Member’s membership may be terminated as provided herein.

**3. Benefits.** Members will be entitled to the following benefits: (i) access to exclusive Member-only events within terms of membership type; (ii) access to the Member directory; (iii) access to the Member-only section of the CSF website; (iv) perks and promotions offered only to Members by CSF vendors; (v) CSF event hosting privilege; and (vi) depending on level of membership, access to the Member-only CSF Facebook group.

**4. Responsibilities.** At all times, Member’s shall comply with the rules established for Members. Members agree to abide by the following rules, which may be modified from time to time:

- a. Party favors are not to be duplicated or shared with non-Members in any way;
- b. The goal of CSF is to provide a safe and welcoming space for its members, and members are expected to help facilitate this kind and welcoming atmosphere for new and current Members;
- c. To maintain professional standards and conduct at all CSF events;
- d. To refrain from any form of discrimination, harassment, derogatory, illegal, or unethical conduct;
- e. To not misuse or abuse my membership; and
- f. To not bring non-Members to Member-only events, unless authorized to do so or the event is designated as open to non-Members

**5. Member Information.** Member grants CSF the right to use Member's photo, name, age, occupation, place of work, hometown, and statements regarding CSF, for purposes in connection with CSF's services, brand, appearance, or other commercial use, in any form, media, or medium (now known or hereinafter developed). In this regard, Member grants CSF the right to publicize Member's information in CSF's Member Directory. Once a Member's membership is terminated, that Member's information will be removed from the Member directory. However, CSF may continue to use the Member's information for purposes of advertising, marketing, and promoting CSF. CSF may also use Member's information to compile statistics on its Members.

**6. Termination of Membership.** At any time, a Member's membership may be terminated by either CSF or the Member. If membership is terminated, no refund of any payment toward membership will be refunded to the Member. The following are reasons CSF may terminate a Member's membership, but this is not an exhaustive list:

- a. Failure to pay membership fees by the due date;
- b. Violation of these Terms;
- c. Inappropriate or unprofessional behavior at CSF events; or
- d. Inappropriate or unprofessional postings, comments, or statements on the CSF website, or other social media regarding CSF, its members, or vendors.

If a Member's membership is terminated for any reason, Section 7 (confidentiality), Section 8 (non-competition), and Section 9 (non-disparagement) shall survive and the Members shall continue to be bound by these sections.

**7. Confidentiality.** By accepting membership, the Member agrees to keep all information learned through membership confidential by not disclosing it to others who are not Members. Members will be provided with exclusive knowledge, such as details regarding Member-only events, the contact information in the Member directory, login credentials to the

Member-only section of the CSF website, and perks and promotions exclusively available to Members. This information shall be kept confidential by the Member. Any disclosure of this information to non-Members will be cause for immediate termination of membership.

**8. Non-Competition.** CSF seeks to provide the best events and social experience possible to its Members. Therefore, Members agree to further CSF's goal by not competing against CSF's efforts in this regard. That is, Members agree to not attempt to establish a similar group for young professional women or solicit other Members of CSF to join or establish a similar group that competes with CSF.

**9. Non-Disparagement.** Members agree not to make any statements (whether in social media outlets, press outlets, anonymous comments, groups of friends, etc.) that disparage or cast in an unfavorable light CSF's reputation, business operations, products, services, or any of CSF's past or present executives, officers, contractors, Members, or vendors. Nothing herein shall prevent Member from making truthful statements in any legal proceeding or to any governmental agency.

**10. Severability and Reformation.** If any provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Member or CSF under these Terms would not be materially and adversely affected thereby, such provision shall be fully severable, and these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of these Terms a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and CSF and Member hereby request the court to whom disputes relating to these Terms are submitted to reform the otherwise unenforceable provision in accordance with this Section.

**11. Injunctive Relief.** Member acknowledges that the breach of any of the covenants contained herein, including, without limitation, the confidentiality covenants contained in Section 6, the non-competition covenants in Section 7, and the non-disparagement covenants contained in Section 8, will give rise to injury to CSF. Accordingly, the Members agree that CSF shall be entitled to injunctive relief in a court of competent jurisdiction to prevent or cure breaches or threatened breaches of the provisions of these Terms and to enforce specific performance of the terms and provisions hereof, in addition to any other legal or equitable remedies which may be available. Member further acknowledges and agrees that the covenants contained herein are necessary for the protection of CSF's legitimate business interests, including its confidential information and goodwill, and are reasonable in scope and content. Nothing herein shall prevent either party from pursuing a legal and/or equitable action against the other party for any damages caused by such party's breach of these Terms.

**12. Limitation of Liability.** Member understands that CSF will host events from time to time, often several times per month, for its Members and will provide perks and promotions from selected vendors to Members. Member acknowledges that CSF does not have control over the conduct of its Members or vendors. As such, Member hereby releases CSF, its

owners, managers, officers, directors, agents, contractors, and attorneys (“CSF Parties”) from any liability for the intentional or negligent acts or omissions of other Members or vendors of CSF. Member further releases CSF Parties from any liability for Member’s own actions. If Member causes harm to another person, Member agrees to indemnify CSF Parties against any liability for the harm Member causes. CSF Parties shall not be responsible to Members for vendors’ actions or for failure of a vendor to provide a service to CSF or Members. Further, CSF Parties shall not be responsible for the actions of CSF’s independent contractors and parties not under the control or direction of CSF. If a Member hosts a CSF branded event, that Member shall indemnify CSF Parties against any liability from actions of the Member and other parties at the event.

**13. Headings.** The headings used in these Terms have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with these Terms.

**14. Governing Law.** THESE TERMS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY PRINCIPLE OF CONFLICT OF LAWS THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

**15. Venue.** The venue for any dispute arising out of these Terms shall be in Dallas, Texas.

**16. Survival.** Except as otherwise provided herein, the termination of these Terms, for whatever reason, shall not reduce or terminate Member’s or CSF’s covenants and agreements set forth herein.

**17. Entire Agreement.** Except as provided herein and in the Member’s application, these Terms shall embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersede all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree that there is no oral or other agreement between CSF and Member which has not been incorporated in these Terms. These Terms may be modified pursuant to Section 20.

**18. No Waiver.** The forbearance or failure of one of the parties hereto to insist upon strict compliance by the other with any provisions of these Terms, whether continuing or not, shall not be construed as a waiver of any rights or privileges hereunder. No waiver of any right or privilege of a party arising from any default or failure hereunder of performance by the other shall affect such party’s rights or privileges in the event of a further default or failure of performance.

**19. Assignment.** These Terms and the rights, duties, and responsibilities herein shall not be assignable by Member, it being understood and agreed that the membership of Member in CSF is personal to the Member. These Terms shall be assignable by CSF.

**20. Binding Effect.** These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

**21. Modification.** These Terms may be modified by CSF, from time to time, with or without notice to Member. At any time, Member may request a copy of these Terms, which will be provided to Member upon request.

DALLAS CIRCLE SEVEN FIVE, LLC

By:

  
Cassidy R. Woodward, Founder & CEO