

TERMS AND CONDITIONS

Formation Membership Interest Form

ELIGIBILITY: Frisco CWS, LLC (“**Formation**”) is a membership-based luxury co-working office venue located at The Star in Frisco, Texas (“**The Star**”) and is open to U.S. legal residents who are at least 18 years old (each an “**Requestor**”). To request more information regarding Formation and/or a Formation membership, Requestor must complete the interest form questionnaire (“**Interest Form**”). By submitting the Interest Form, Requestor agrees to abide by these terms and conditions and all decisions of Formation, which are final in all matters relating to this Interest Form.

TO REQUEST INFORMATION: To request information, Requestor must fill in all required fields of the Interest Form. Requestor acknowledges that it has submitted the Interest Form of its own free will and hereby affirms the truthfulness and accuracy of the same. Interest Forms will become the sole property of Formation and by submitting the Interest Form, Requestor expressly consents to adding his/her name to receive future promotional offers, including without limitation electronic communications, and using Requestor’s name for advertising, publicity or any other purposes whatsoever, as determined by Formation in its sole discretion, without compensation and with or without attribution to Requestor, as Formation elects. Requestor expressly consents that Formation can send email and other electronic communications to Requestor at the email address or other addresses provided in the Interest Form. Requestor agrees to promptly inform Formation of any change in email address or other addresses. Requestor acknowledges and agrees that submitting an Interest Form does not guarantee membership with Formation.

PUBLICITY & MARKETING: By completing the Interest Form, the Requestor agrees that Formation may use his/her name, address (city and state), email address, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, Interest Form information and/or statements about this Interest Form and any other indicia or imitation of identity or likeness, forever and throughout the world in any manner, now known or invented in the future, at the discretion of Formation and/or its designees, without limitation, further notice, approval, or compensation, unless prohibited by law, regardless of Formation membership status of Requestor.

NO LIABILITY/DISCLAIMER: Each Requestor in this Interest Form agrees to release, discharge and hold harmless Formation, City of Frisco, Texas, and each of the foregoing entities’ respective parent companies, divisions, related entities, affiliates and subsidiaries, and each of their directors, officers, employees, agents, representatives, successors and assigns, and all others associated with the development and execution of this Interest Form (each a “**Released Party**”), from and against all claims, including but not limited to mechanical errors and other errors, inaccurate, fraudulent, incomplete, late, lost, misdirected interest forms; or any delays in delivery of additional information and/or membership benefits; or bodily injuries, death, losses or damages of any kind, without limitation, that may arise from or in connection with Requestor’s participation in this Interest Form or acceptance, possession or use of any Formation membership(s). By submitting this Interest Form, Requestor agrees and acknowledges to be bound by these terms and conditions, all Formation-related terms and conditions, as well as the decisions of Formation which are final and binding in all respects; to waive any rights to claim ambiguity with the terms and conditions.

APPLICABLE LAW: This Interest Form and these official terms and conditions shall be construed and governed in accordance with the laws of the State of Texas. As a condition to submitting this Interest Form, each Requestor agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this Interest Form will be resolved individually, without resort to any form of class action, exclusively before a court of competent jurisdiction located in Collin County, Texas. The Requestor and Formation hereby waive any and all right to trial by jury. If any provision of these terms and conditions is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. All federal, state and local laws and regulations apply.