

Terms of Service

Last Updated: December 9, 2024

The Dispute Resolution and Arbitration Agreement Section of these Terms contains an arbitration agreement and class action waiver that apply to all claims brought against SubletzMD (Sharemedspace.com). Please read them carefully.

These Terms of Service (“**Terms**”) are a binding legal agreement between you and SubletzMD that govern the right to use the websites, applications, and other offerings from SubletzMD (collectively, the “SubletzMD Platform”). When used in these Terms, “SubletzMD,” “we,” “us,” or “our” refers to SubletzMD LLC.

The SubletzMD Platform enables users (“**Members**”) to publish, offer, search for, and book medical office space, which are not to be used for any other purposes. Members who publish and offer these spaces are “**Hosts**” and Members who search for, book, or use spaces are “**Tenants**.” Hosts offer medical office spaces (“**Spaces**”) on a listing on the SubletzMD Platform (a “**Listing**”). As the provider of the SubletzMD Platform, SubletzMD (or its affiliates) does not own, control, offer or manage any Listings or Spaces. SubletzMD is not a party to the contracts entered into directly between Hosts and Tenants, nor is SubletzMD a real estate broker, property manager, or insurer. SubletzMD is not acting as an agent in any capacity for any Member, except in accepting payments due hereunder. All payments are subject to the terms and conditions of the payment provider, which is PayPal. The following is a link to the applicable payment terms: <https://www.paypal.com/us/legalhub/paypal/useragreement-full>, which may be updated by PayPal at its discretion. You acknowledge and agree that you will comply with these terms and be subject to the terms as provided by PayPal, including, without limitation any updated thereto (collectively, the “**Payment Terms**”).

We, or our third party service providers, may maintain other terms and policies that supplement these Terms like our Privacy Policy, which describes our collection and use of personal data, and our Payments Terms, which govern any payment services provided to Members.

Searching.

You can search for Spaces by using criteria like the type of Spaces, type of listing, location, dates available, and number of Tenants. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, Reviews, customer service and cancellation history, popularity, previous bookings and saved Listings, Host requirements (e.g. minimum or maximum days), and more.

Booking.

When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like SubletzMD’s service fee, offline fees, taxes, and any other items identified during checkout (collectively, “**Total Price**”). If you choose to pay using a currency that differs from the currency set by the Host for their Listing, the price displayed to you is based on a currency conversion rate determined by us. You are also agreeing that

SubletzMD may charge the payment method used to book the Listing in order to collect Damage Claim (as defined below) amounts.

When you receive the booking confirmation, a contract for a reservation of the applicable Space (a "**Reservation**") is formed directly between you and the Host. By making a Reservation you are agreeing to the terms of the contract. The terms of the contract include these Terms, all terms of the Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these terms of the contract including these Terms and all terms of the Reservation including all rules, standards, policies, and requirements prior to booking a Listing.

Space Reservations.

A Space Reservation is a limited license to enter, occupy, and use the Space. The Host retains the right to re-enter the Space during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) permitted by applicable law. If you stay past checkout, the Host has the right to make you leave in a manner permitted with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Tenants and may not use the Space for anything other than its intended use. Doing so will result in a breach of these Terms and SubletzMD reserves all of its rights to enforce these Terms against You and seek all available remedies and damages, including, without limitations, those actions identified under Tenant Violations.

Cancellations, Reservation Issues, and Refunds.

In general, if you cancel a Reservation, the amount refunded to you is determined by the Host's cancellation policy that applies to that Reservation. But, in certain situations, other policies take precedence and determine what amount is refunded to you. If the Host cancels, or you experience a Reservation Issue (as defined in our Rebooking and Refund Policy), you may be eligible for rebooking assistance or a partial or full refund under the Rebooking and Refund Policy set forth below. You may appeal a decision by SubletzMD by contacting our customer service.

Rebooking and Refund Policy

What happens if a Host cancels before check-in

If a Host cancels a reservation prior to check-in, their guest will automatically receive a full refund.

What happens if another Reservation Issue disrupts a stay

Guests must report Reservation Issues within 72 hours after discovery. If we determine that a Reservation Issue has disrupted a guest's stay we'll give the guest a full or partial refund, or help the guest find a similar place, depending on availability at comparable pricing. Rebooking assistance or the amount refunded depends on several factors including the severity of the Reservation Issue, the impact on the guest, the portion of the stay affected, whether the guest vacates the Space, other mitigating factors, and the strength of evidence provided of the Reservation Issue.

What Reservation Issues are covered

The term "**Reservation Issue**" refers to these situations:

- Host cancels the reservation prior to check-in.
- Host fails to provide their guest access to the Space.
- Spaces are not useable at check-in, including but not limited to any of the following reasons:
 - Not reasonably clean and sanitary.
 - Contain safety or health hazards.
- Spaces are significantly different than advertised, including but not limited to any of the following reasons:
 - Inaccurate space type
 - Inaccurate type of rooms.
 - Inaccurate location of the Spaces.
 - The Listing fails to disclose that the Host or another person will be present during the stay.
 - Special amenity or feature advertised in the Listing is not present or does not function.

How to request rebooking assistance or a refund

To request rebooking assistance or a refund, the guest who made the reservation must contact us or their Host within 72 hours after discovery of the Reservation Issue. Requests should be supported by relevant evidence such as photographs, videos, or confirmation of the conditions by the Host, which we will use to help determine whether a Reservation Issue has occurred.

How this Policy affects Hosts

If a Host cancels a reservation or another Reservation Issue disrupts a guest's stay, the Host will receive no payout or will have their payout reduced by the amount refunded to their guest. In most circumstances we will attempt to confirm a guest's reported concern with their Host. Hosts can also dispute a guest's assertion of a Reservation Issue by contacting us.

Other things to be aware of

This Policy is applicable to the maximum extent permitted by law, which may imply guarantees that cannot be excluded. When this Policy applies, it controls and takes precedence over the reservation's cancellation policy. Before submitting a request to us, whenever feasible, the guest must notify the Host and try to resolve the Reservation Issue directly with their Host. In connection with resolving the issue, guests can request refunds directly from Hosts. We may reduce the amount of any refund or adjust any rebooking assistance under this Policy to reflect any refund or other relief provided directly by a Host. As part of providing rebooking assistance we may, but are not obligated to, pay for or contribute to the cost of new accommodations.

If a guest demonstrates that timely reporting of a Reservation Issue was not feasible, we may allow for late reporting of the Reservation Issue under this Policy. Reservation Issues that are caused by the guest or their invitees are not covered by this Policy. Submitting a fraudulent request violates these Terms and may result in account termination.

Our decisions under this Policy are binding, but do not affect other contractual or statutory rights that may be available. This Policy is not insurance and no premium has been paid by any guest or Host. All rights and obligations under this Policy are personal to the booking guest and Host of the reservation and may not be transferred or assigned. Any changes to this Policy will be made in accordance with these Terms.

Booking Modifications.

Tenants and Hosts are responsible for any booking modifications they agree to make via the SubletzMD Platform or direct SubletzMD customer service to make on their behalf ("**Booking Modifications**"), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

Your Responsibilities.

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Spaces, any common areas, all areas and facilities where the Space is located that the Host and Guest are legally entitled to use in connection with the Space ("**Common Areas**"). For example, this means: (i) you are responsible for leaving a Space (and related personal property) or Common Areas in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Space, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

Your Assumption of Risk.

You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the SubletzMD Platform and any Content (as defined below), including your use of any Spaces, or any other interaction you have with other Members whether in person or online. This means it is your responsibility to investigate a Space to determine whether it is suitable for you. For example, Spaces may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to use those Spaces.

Host.

As a Host, SubletzMD offers you the right to use the SubletzMD Platform in accordance with these Terms to share your Space with our community of Tenants - and earn money doing it. It's easy to create a Listing - set your price, availability, and rules for each Listing.

Contracting with Tenants.

When you accept a booking request, or receive a booking confirmation through the SubletzMD Platform, you are entering into a contract directly with the Guest, and are responsible for delivering the Space under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like SubletzMD's service fee (and applicable guest taxes) for each booking. SubletzMD will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms or conditions that you include in any supplemental

contract with Tenants must: (i) be consistent with these Terms and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

Independence of Hosts.

Your relationship with SubletzMD is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of SubletzMD. SubletzMD does not direct or control your Space, and you understand that you have complete discretion whether and when to provide the Space, and at what price and on what terms to offer them.

Creating and Managing Your Listing

The SubletzMD Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Space, your price, other charges like cleaning fees, offline fees, and any rules or requirements that apply to your Tenants or Listing. You are responsible for your acts or omissions as well as keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You are responsible for obtaining appropriate insurance for your Space and we suggest you carefully review policy terms and conditions including coverage details and exclusions. You may only maintain one Listing per Space, but may have multiple Listings for a single property if it has multiple spaces.

Know Your Legal Obligations.

You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Space. For example: Some landlords and leases, or association rules, restrict or prohibit subletting, short-term rentals and/or longer-term stays. Some cities have zoning or other laws that restrict the short-term rental of properties. Some jurisdictions require Hosts to register, get a permit, or obtain a license before providing certain services or Space (such as short-term rentals, longer-term stays, disposing of medical waste, providing medical services, conducting clinical services, or performing laboratory testing). In some places, the Space you want to offer may be prohibited altogether. Some jurisdictions require that you register Tenants who stay at your Space. Some jurisdictions have laws that create tenancy rights for Tenants and additional obligations for Hosts. For example, some places have landlord-tenant, rent control, and eviction laws that may apply to longer stays. Check your local rules to learn what rules apply to the Spaces you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Tenants and others in compliance with applicable privacy laws and these Terms, including our Privacy Policy. If you have questions about how local laws apply you should always seek legal advice. We do not provide any legal advice to you, a Host or a Tenant, we are not a law firm.

Search Results.

The ranking of Listings in search results on the SubletzMD Platform depends on a variety of factors, including these main parameters:

- Tenant search parameters (e.g. number of Tenants, destination, time and duration of the use, price range),

- Listing characteristics (e.g. price, calendar availability, number and quality of images, Reviews, length of time the Listing has been live on the SubletzMD Platform, Guest engagement and popularity),
- Guest experience (e.g. customer service and cancellation history of the Host, ease of booking),
- Host and Listing requirements (e.g. minimum or maximum days, booking cut-off time), and
- Guest preferences and history (e.g. previous rentals, viewed and saved Listings, location from where the Guest is searching).

Search results may be different on our mobile application than on our website, and may also differ in the map view. SubletzMD may allow Hosts to promote their Listings in search or elsewhere on the SubletzMD Platform by paying an additional fee.

Your Responsibilities.

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Space. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the SubletzMD Platform. Do not encourage Tenants to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the SubletzMD Platform.

Hosting as a Team or Organization.

If you work with a co-host or host as part of a team, business, or other organization, you are responsible and liable as a Host under these Terms for the acts and omissions of each entity and individual who participates in providing your Space and you are responsible for informing personnel engaged by you to deliver any Spaces of your obligations under these Terms. If you accept terms or enter into contracts with third parties, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct SubletzMD to transfer a portion of your payout to a co-host or other Hosts, or send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

Your Assumption of Risk.

You acknowledge that subletting your Space carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the SubletzMD Platform, offering and subletting your Space, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the SubletzMD Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Spaces and that you are not relying upon any statement of law made by SubletzMD.

Cancellations and Reservation Issues.

In general, if a Guest cancels a Reservation, the amount paid to you is determined by the cancellation policy that applies to that Reservation. As a host, you should not cancel on a Guest without a valid reason or applicable law. If you cancel on a Guest without such a valid reason, we may impose a cancellation fee and other consequences. If: (i) a Reservation Issue, (ii) a major disruptive event arises, or (iii) a Reservation is canceled under these Terms, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Guest, and by any other reasonable costs we incur as a result of the cancellation. If a Guest receives a refund after you have already been paid, or the amount of the refund and other costs incurred by SubletzMD exceeds your payout, SubletzMD may recover that amount from you, including by deducting the refund against your future payouts. You agree that these Terms preempt the cancellation policy you set in situations where they allow for the cancellation of a Reservation and/or the issuance of refunds to Tenants. If we reasonably expect to provide a refund to a Guest under one of these policies, we may delay release of any payout for that Reservation until a refund decision is made.

Booking Modifications.

Hosts and Tenants are responsible for any Booking Modifications they agree to make via the SubletzMD Platform or direct SubletzMD customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with a Booking Modification.

Host Taxes.

As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, income, or other taxes ("**Taxes**").

Collection and Remittance by SubletzMD.

In jurisdictions where SubletzMD facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize SubletzMD to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by SubletzMD are identified to Members on their transaction records, as applicable. SubletzMD may seek additional amounts from Members (including by deducting such amounts from future payouts) when the Taxes collected and/or remitted are insufficient to fully discharge that Members' tax obligations, and you agree that your sole remedy for Taxes collected by SubletzMD is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

Tax Information.

In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that SubletzMD may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for the applicable Reservation to facilitate accurate tax reporting.

Reviews.

After each Reservation, Tenants and Hosts will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates these Terms or applicable law. Reviews are not verified by SubletzMD for accuracy and may be incorrect or misleading.

Content.

Parts of the SubletzMD Platform enable you to provide feedback, material, information, ideas, text, photos, audio, video, information, and other content (“**Content**”). By providing Content, in whatever form and through whatever means, you grant SubletzMD a non-exclusive, irrevocable, worldwide, royalty-free, perpetual, sub-licensable and transferable license to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, distribute, stream, broadcast, and otherwise exploit, in any manner such that Content to provide and/or promote the SubletzMD Platform, in any media or platform, known or unknown to date and in particular on Internet and social networks. If Content includes personal information, such Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Where SubletzMD (including its affiliates) pays for the creation of Content or facilitates its creation, SubletzMD (including its affiliates) may own that Content. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant SubletzMD (including its affiliates) the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with these Terms, which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that SubletzMD may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. SubletzMD does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

By submitting any Content to SubletzMD, you represent and warrant that:

1. you are the sole author and owner of the Content and any intellectual property rights thereto;
2. all "moral rights" that you may have in such Content have been voluntarily waived by you;
3. all Content that you post are accurate;
4. you are at least 18 years old; and
5. use of the Content you supply does not violate these Terms and will not cause injury to any person or entity.

You further agree and warrant that you shall not submit any Content:

1. that is known by you to be false, inaccurate or misleading;
2. that infringes any third party's intellectual property rights or rights of publicity or privacy;
3. that violates any law, statute, ordinance or regulation;
4. that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
5. for which you were compensated or granted any consideration by any third party;

6. that includes any information that references other websites, addresses, email addresses, contact information or phone numbers; or
7. that contains any computer viruses, worms or other potentially damaging computer programs or files.

SubletzMD reserves the right to change, condense or delete any Content that SubletzMD deems, in its sole discretion, to violate the content guidelines or any other provision of these Terms. SubletzMD does not guarantee that you will have any recourse through SubletzMD to edit or delete any Content you have submitted. SubletzMD reserves the right to remove or to refuse to post any Content for any reason. You acknowledge that you, not SubletzMD, are responsible for the contents of your Content. None of the Content that you submit shall be subject to any obligation of confidence on the part of SubletzMD, its agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

By submitting your email address in connection with your Content, you agree that SubletzMD and its third party service providers may use your email address to contact you about the status of your Content and other administrative purposes.

SubletzMD shall be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing, or marketing products incorporating such information. You further agree that SubletzMD may use information about your demographics and use of the SubletzMD Platform in any manner that does not reveal your identity.

Fees.

SubletzMD may charge fees (and applicable Taxes) to Hosts and Tenants for the right to use the SubletzMD Platform. Any applicable fees are disclosed to Tenants before making a Booking. Except as otherwise provided on the SubletzMD Platform, service fees are non-refundable. SubletzMD reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to these Terms.

Rules.

You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Do not attempt to evade enforcement of these Terms, or our Privacy Policy, such as by creating a duplicate account or listings.
 - Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the SubletzMD Platform
 - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the SubletzMD Platform.

- Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the SubletzMD Platform or Content.
- Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the SubletzMD Platform.
- Do not take any action that could damage or adversely affect the performance or proper functioning of the SubletzMD Platform.
- Only use the SubletzMD Platform as authorized by these Terms or another agreement with us
 - You may only use another Member's personal information as necessary to facilitate a transaction using the SubletzMD Platform as authorized by these Terms.
 - Do not use the SubletzMD Platform, our messaging tools, or Members' personal information to send commercial messages without their express consent.
 - You may use Content made available through the SubletzMD Platform solely as necessary to enable your use of the SubletzMD Platform as a Guest or Host.
 - Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
 - Do not request, make, or accept a booking or any payment outside of the SubletzMD Platform to avoid paying fees, taxes or for any other reason.
 - Do not require or encourage Tenants to open an account, leave a review, complete a survey, or otherwise interact, with a third party website, application or service before, during or after a Reservation, unless authorized by SubletzMD.
 - Do not engage in any practices that are intended to manipulate our search algorithm.
 - Do not book a Space unless you are actually using the Space.
 - Do not use, copy, display, mirror or frame the SubletzMD Platform, any Content, any SubletzMD branding, or any page layout or design without our consent.
- Honor your legal obligations
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
 - Do not use the Space as a living space, organize or facilitate parties or events. You are responsible and liable for any party or event during your Reservation.
 - Do not use the name, logo, branding, or trademarks of SubletzMD or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that is confusingly similar to any SubletzMD trademarks, logos or branding.
 - Do not offer Spaces that violate the laws or agreements that apply to you.
 - Only use the Space for authorized purposes, in accordance with all applicable rules, laws or regulations.

Reporting Violations.

If you believe that a Member, Listing or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting SubletzMD. In addition, if you believe that a Member, Listing or Content has violated these Terms, you should report your concerns to SubletzMD. If you reported an issue to local authorities, SubletzMD may request a copy of that report. Except as required by law, we are not obligated to take action in response to any report.

Term.

The agreement between you and SubletzMD reflected by these Terms is effective when you access the SubletzMD Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

Termination.

You may terminate this agreement at any time by sending us an email or by deleting your account. SubletzMD may terminate this agreement and your account for any reason by providing you 30 days' notice via email or using any other contact information you have provided for your account. SubletzMD may also terminate this agreement immediately and without notice and stop providing access to the SubletzMD Platform if you breach these Terms, you violate applicable laws, or we reasonably believe termination is necessary to protect SubletzMD, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

Member Violations.

If (i) you breach these Terms, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) SubletzMD believes it is reasonably necessary to protect SubletzMD, its Members, or third parties; SubletzMD (or its affiliates) may, with or without prior notice:

- suspend or limit your access to or use of the SubletzMD Platform and/or your account;
- suspend, remove, disable access to, or restrict visibility of Listings, Reviews, or other Content;
- cancel pending or confirmed bookings; or
- suspend or revoke any special status associated with your account.

For minor violations or where otherwise appropriate as SubletzMD (or its affiliates) determines in its sole discretion, you will be given notice of any intended measure by SubletzMD and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a Reservation is canceled under this Section, the amount paid to the Host will be reduced by the amount we refund or otherwise provide to the Tenant, and by any other costs we incur as a result of the cancellation.

Legal Mandates.

SubletzMD may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above under Member Violations.

Effect of Termination.

If you are a Host and terminate your SubletzMD account, any confirmed booking(s) will be automatically canceled and your Tenants will receive a full refund. If you terminate your account

as a Tenant, any confirmed booking(s) will be automatically canceled and any refund will depend upon the terms of the Reservation's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the SubletzMD Platform has been limited, or your SubletzMD account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the SubletzMD Platform through an account of another Member. Should you attempt to do so, SubletzMD reserves the right to terminate the other Member's account and/or any of their Content.

Survival.

Parts of these Terms that by their nature survive termination, will survive termination of this agreement.

Modification.

SubletzMD may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the SubletzMD Platform and update the "Last Updated" date at the top of these Terms. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement, your continued access to or use of the SubletzMD Platform will constitute acceptance of the revised Terms.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the SubletzMD Platform, and any service or material we provide on the SubletzMD Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the SubletzMD Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the SubletzMD Platform, or the entire SubletzMD Platform, to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the SubletzMD Platform.
- Ensuring that all persons who access the SubletzMD Platform through your internet connection are aware of these Terms and comply with them.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the SubletzMD Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Intellectual Property Rights

The SubletzMD Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by SubletzMD, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the SubletzMD Platform. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the SubletzMD Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the SubletzMD Platform for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the SubletzMD Platform.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the SubletzMD Platform.

You must not access or use for any commercial purposes any part of the SubletzMD Platform or any services or materials available through the SubletzMD Platform.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the SubletzMD Platform in breach of the Terms, your right to use the SubletzMD Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the SubletzMD Platform or any content on the SubletzMD Platform is transferred to you, and all rights not expressly granted are reserved by SubletzMD. Any use of the SubletzMD Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. Please

note that the permission granted herein terminates automatically if you breach any of these Terms.

Trademarks

The SubletzMD name, the terms SubletzMD, and all related names, logos, product and service names, designs, and slogans are trademarks of SubletzMD or its affiliates or licensors. You must not use such marks without the prior written permission of SubletzMD. All other names, logos, product and service names, designs, and slogans on this the SubletzMD Platform are the trademarks of their respective owners.

Copyright Infringement

If you believe any information, content or other material (together, the "Materials") on the SubletzMD Platform infringe your copyright or trademark rights, you may request such Materials be removed by following the notice and take down procedures of the Digital Millennium Copyright Act. To follow those procedures, contact The Administrator at support@sharemedspace.com at SubletzMD (address below) and provide the following information:

1. A clear statement identifying the works, or other materials believed to be infringed.
2. A statement from the intellectual property owner ("Owner") or authorized representative that the Materials are believed to be infringing and not authorized by the Owner.
3. Sufficient information about the location of the allegedly infringing Materials so that SubletzMD can find and verify its existence.
4. Your name, telephone number and e-mail address.
5. A statement from you under penalty of perjury that the information supplied is accurate, and that you are authorized to act on the Owner's behalf.
6. A signature or the electronic equivalent from the Owner or authorized representative.

SubletzMD's agent for notice of copyright or trademark issues on the Website can be reached as follows:

SubletzMD
2670 W Fairbanks Avenue,
Winter Park, FL 32789

Attn: Akinyemi Ajayi
Email: AAJAYI@SHAREMEDSPACE.COM

Changes to the SubletzMD Platform

We may update the content on the SubletzMD Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the SubletzMD Platform may be out of date at any given time, and we are under no obligation to update such material. Further, we may upgrade the SubletzMD Platform at any time in our sole discretion. In such situation, it is Member's responsibility to backup any of its information in the SubletzMD Platform.

SubletzMD has no responsibility and you waive any claim for any damages resulting from information or data being lost from the SubletzMD Platform for any update or upgrade thereof.

Information About You and Your Visits to the Platform

All information we collect on the SubletzMD Platform is subject to our Privacy Policy. By using the SubletzMD Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The SubletzMD Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the SubletzMD Platform.
- Cause limited portions of content on the SubletzMD Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the SubletzMD Platform or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the SubletzMD Platform other than the homepage.
- Otherwise take any action with respect to the materials on the SubletzMD Platform that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion, especially if such is deemed, in SubletzMD's sole and absolute discretion, to cause reputational damage to SubletzMD.

Consent to Use Electronic Communications

To the extent permitted by applicable law, you consent to electronically receive all records, notices, communications, and other items for the SubletzMD Platform provided to you under these Terms and in connection with your relationship with us (collectively, "Communications") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that: (a) you have read and understand this consent to receive Communications electronically; (b) you satisfy the minimum hardware and software requirements specified below; and (c) your consent will remain in effect until you withdraw your consent as specified below.

Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at Support@sharemedspace.com. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your account. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

In order to access and retain Communications provided to you electronically, you must have the appropriate software systems and hardware systems to accept such electronic Communications.

We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms, without obligation to deliver notice to you of such termination or change.

All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Statement.

Links from the Website

If the SubletzMD Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the SubletzMD Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the SubletzMD Platform is based in the State of Florida in the United States. We provide the SubletzMD Platform use only by persons located in the United States. We make no claims that the SubletzMD Platform or any of its content is accessible or appropriate outside of the United States. Access to the SubletzMD Platform may not be legal by certain persons or in certain countries. If you access the SubletzMD Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Resolving Complaints and Damage Claims.

If a Member provides valid evidence that you, your guest(s), or your pet(s) have:

- (i) damaged the complaining Member's, or the Space's owner's (where the Space owner is not also the Host), real or personal property, or real or personal property the complaining Member is responsible for, or has an economic interest in; or
- (ii) caused loss of booking income for bookings via the SubletzMD Platform or other consequential damages which result directly from the damage caused under (i) above; or
- (iii) otherwise caused the complaining Member to incur cleaning costs in excess of the Member's cleaning fee (each of (i), (ii), and (iii) being a ("**Damage Claim**"),

the complaining Member can notify SubletzMD and/or seek compensation by contacting us. You will be notified of the Damage Claim and given an opportunity to respond. If you agree to pay, or if the Damage Claim is escalated to SubletzMD and SubletzMD determines in its sole discretion that the Damage Claim is valid and you are responsible for the Damage Claim, SubletzMD can collect the amount of the Damage Claim from you. You agree that SubletzMD may seek to recover from you under any insurance policies you maintain and that SubletzMD may also pursue against you any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against you. You agree to cooperate in good faith, provide any information SubletzMD requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of the Spaces or the SubletzMD Platform.

SubletzMD's Role.

We offer you the right to use a platform that enables Members to publish, offer, search for, and book Spaces. While we work hard to ensure our Members have great experiences using SubletzMD, we do not and cannot control the conduct of Tenants and Hosts. You acknowledge that SubletzMD (or its affiliates) has the right, but does not have any obligation, to monitor the use of the SubletzMD Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the SubletzMD Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria. Members acknowledge and agree that SubletzMD administers, including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist SubletzMD (or its affiliates) in good faith, and to provide us with such information and take such actions as may be reasonably requested by us with respect to any investigation undertaken by us regarding the use or abuse of the SubletzMD Platform. SubletzMD is not acting as an agent for any Member.

Member Accounts.

You must register an account to access and use many features of the SubletzMD Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the SubletzMD Platform under the laws of the United States, your place of residence, or any

other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify SubletzMD if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised.

As a Member of the SubletzMD Platform, I acknowledge that the healthcare industry is highly regulated and the use of Space identified on the SubletzMD Platform may implicate federal, state, or local regulations, licensing requirements, or other applicable laws and requirements; as such I am solely responsible for my use of space pursuant to this platform. I acknowledge and agree that I have to sole responsibility to have any arrangement relating to the use of space identified on this platform reviewed by competent healthcare counsel. Such laws and requirements may include, but are in no way limited to:

- State limitations on the practice of medicine and/or professional licensure requirements;
- Licensure or other permitting specific to use of the space for a particular purpose;
- Federal fraud and abuse laws, such as the Federal Physician Self-Referral Law and Anti-Kickback Statute; and
- Credentialing the space in order to receive payment for services performed.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the SubletzMD Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

THE SUBLETZMD PLATFORM AND ALL CONTENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND SUBLETZMD (OR ITS AFFILIATES) DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED. FOR EXAMPLE: (I) WE DO NOT ENDORSE OR WARRANT THE EXISTENCE, CONDUCT, PERFORMANCE, SAFETY, QUALITY, LEGALITY OR SUITABILITY OF ANY GUEST, HOST, SPACE, LISTING OR THIRD PARTY; (II) WE DO NOT WARRANT THE PERFORMANCE OR NON-INTERRUPTION OF THE SUBLETZMD PLATFORM; AND (III) WE DO NOT WARRANT THAT VERIFICATION, IDENTITY OR BACKGROUND CHECKS CONDUCTED ON LISTINGS OR MEMBERS (IF ANY) WILL IDENTIFY PAST MISCONDUCT OR PREVENT FUTURE MISCONDUCT. ANY REFERENCES TO A MEMBER OR LISTING BEING “VERIFIED” (OR SIMILAR LANGUAGE) INDICATE ONLY THAT THE MEMBER OR LISTING OR SUBLETZMD (OR ITS AFFILIATES) HAS COMPLETED A RELEVANT VERIFICATION OR IDENTIFICATION PROCESS AND NOTHING ELSE. THE DISCLAIMERS IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF YOU HAVE STATUTORY RIGHTS OR WARRANTIES SUBLETZMD (OR ITS AFFILIATES) CANNOT DISCLAIM, THE DURATION OF ANY SUCH STATUTORILY REQUIRED RIGHTS OR WARRANTIES, WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE

FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SUBLETZMD PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SUBLETZMD PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

TO THE FULLEST EXTENT PROVIDED BY LAW, SUBLETZMD HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitations On Liability.

NEITHER SUBLETZMD (INCLUDING ITS AFFILIATES AND PERSONNEL) NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SUBLETZMD PLATFORM OR ANY CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THESE TERMS, (II) THE USE OF OR INABILITY TO USE THE SUBLETZMD PLATFORM OR ANY CONTENT, (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS YOU MAY HAVE WITH SOMEONE YOU INTERACT OR MEET WITH THROUGH, OR AS A RESULT OF, YOUR USE OF THE SUBLETZMD PLATFORM, OR (IV) PUBLISHING OR BOOKING OF A LISTING, INCLUDING THE PROVISION OR USE OF THE SPACE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUBLETZMD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET OUT IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATION TO TRANSMIT PAYMENTS TO HOSTS UNDER THESE TERMS, OR MAKE PAYMENTS UNDER THE SUBLETZMD HOST DAMAGE PROTECTION, IN NO EVENT WILL SUBLETZMD 'S AGGREGATE LIABILITY FOR ANY CLAIM OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, YOUR INTERACTION WITH ANY MEMBERS, OR YOUR USE OF OR INABILITY TO USE THE SUBLETZMD PLATFORM, ANY CONTENT, OR ANY RESERVATION, EXCEED: (A) TO TENANTS, THE AMOUNT YOU PAID AS A GUEST DURING THE 6-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE

LIABILITY, (B) TO HOSTS, THE AMOUNT PAID TO YOU AS A HOST IN THE 6-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (C) TO ANYONE ELSE, TWO HUNDRED U.S. DOLLARS (US\$200).

THESE LIMITATIONS OF LIABILITY AND DAMAGES ARE FUNDAMENTAL ELEMENTS OF THE AGREEMENT BETWEEN YOU AND SUBLETZMD. IF APPLICABLE LAW DOES NOT ALLOW THE LIMITATIONS OF LIABILITY SET OUT IN THESE TERMS, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY'S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at SubletzMD's option), indemnify, and hold SubletzMD, its affiliates, and personnel harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature), (ii) your improper use of the SubletzMD Platform, (iii) your interaction with any Member, stay at an Space, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

Waiver of Contractual Rights for Violators of These Terms.

You understand and agree that any individual or entity, including, but not limited to, employees, officers, directors, third party agents, affiliates, or independent contractors of such individuals or entities, that violates any term of these Terms, including, but not limited to, accessing the SubletzMD Platform without authorization, or in excess of the authorization granted by these Terms, is precluded from enforcing, agrees not to enforce, and covenants not to sue to enforce, any provision in any contract governing the use of any individual or entity's website, including, terms and conditions, Terms, and terms of service, asserted by such individual, entity, or any affiliate thereof, as binding on us, or any of our affiliates.

Notwithstanding the grant of access conferred in these Terms, we expressly and without limitation revoke the right of any competitor, including competitors of SubletMD or its affiliates, to access the SubletMD Platform in any way and for any purpose, including, but not limited to, through employees, officers, directors, third party agents, affiliates, or independent contractors. If you are a competitor of SubletMD or any of its affiliates, you acknowledge that you are accessing the SubletMD Platform without legal authorization, and agree to immediately discontinue such access, and to direct all parties within your control or under your direction, including, but not limited to, employees, officers, directors, third party agents, affiliates, or independent contractors, to cease accessing the SubletMD Platform on your behalf, or for your benefit.

Because the SubletMD Platform is an advertising venue, in the event that you have a dispute with a Host, another Tennant or a third party service provider, you release SubletMD and its affiliates (and its respective officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Nature of Our Services.

We operate a platform for properties desiring to advertise medical space rental properties with available units, and the advertisements on the SubletMD Platform are based on information provided by the properties. Accordingly, we are not responsible in any way for the content in any such advertisements, nor are we responsible for any actual lease transaction between a potential renter and a property.

Without limiting the generality of the foregoing, you acknowledge and agree as follows:

- i. we do not participate in any actual lease transactions, including, without limitation, negotiations, discussions, or proposals, and you expressly waive any requirement that purports to impose on SubletMD an obligation to perform any services other than those expressly undertaken by us;
- ii. we do not render legal, brokerage, or other professional advice or services; in the event you desire or need such services, we strongly advise you to secure the same from an appropriate provider;
- iii. we are not undertaking any, and have no, duties to renters, including, without limitation, the obligation to inspect rental properties, to verify the veracity of information contained in an advertisement, or to interview or otherwise screen renters;
- iv. we are not responsible for the content of, nor does it endorse, the third-party websites to which you may link using the SubletMD Platform;
- v. we do not guarantee the accuracy of any information available on the SubletMD Platform, and are not responsible for any errors, omissions, or misrepresentations, and all information obtained on the SubletMD Platform must be verified independently;
- vi. we may make changes to its products and/or services and the SubletMD Platform at any time and without notifying you or receiving your consent; and

- vii. while we comply with applicable state and federal laws, including federal civil rights laws, we cannot guarantee that our users so comply. Accordingly, we assume no liability for renters' and/or properties' failure to comply with such laws.

United States Governing Law and Venue.

These Terms will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in the Section below must be brought in state or federal court in the State of Florida, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in the U.S. District Court for the Southern District of Florida or the state courts in Palm Beach County, Florida if Federal jurisdiction is not available.

Dispute Resolution and Arbitration Agreement.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND SUBLETZMD AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER. This Arbitration Agreement supersedes all prior versions.

Binding Arbitration

If SubletzMD and you are unable to resolve any controversy or claim arising out of or relating to the SubletzMD Platform, the Space, these Terms and/or the Privacy Policy (each a "Dispute") through informal negotiations, you and SubletzMD agree that the Dispute (except those Disputes expressly excluded below) shall be settled by binding arbitration to be held in Palm Beach County, Florida in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. To the extent permitted by law, SubletzMD shall pay the administrative fees associated with the arbitration, except for the first \$300.00 in administrative fees for any arbitration that is initiated by you, and each of us shall separately pay our counsel fees and expenses. The arbitrator shall apply Florida law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by the American Arbitration Association, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither you nor SubletzMD shall be entitled to arbitrate their dispute. BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO

NOT USE THIS SITE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

Class Action Waiver

The parties agree to bring any dispute in arbitration only on their own behalf, and not on a class or collective actions basis. Accordingly, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Arbitration Agreement in any case in which: (a) the dispute is filed as a class and/or collective action and (b) a civil court of competent jurisdiction (subject to appeals if any to an appellate court) finds the Class Action Waiver is unenforceable. In such instances, the class and/or collective action must be litigated in a civil court of competent jurisdiction.

Notwithstanding any other clause or language in these Terms and/or any rules or procedures that might otherwise apply by virtue of this document or by virtue of any arbitration organization rules or procedures that now apply or any amendments and/or modifications to those rules, any claim that the Class Action Waiver or any portion of the Class Action Waiver, is unenforceable, inapplicable, unconscionable, or void or voidable, shall be determined only by a court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver and any other provision of these Terms, shall be severable in any case in which the dispute is filed as an individual (non-class and non-collective) action and severance is necessary to ensure that the action proceeds in arbitration.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SUBLETZMD PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Other Terms Incorporated by Reference.

Any other supplemental policies and terms linked to in these Terms apply to your use of the SubletzMD Platform, are incorporated by reference into this policy, and form part of your agreement with SubletzMD.

Security

We maintain physical, electronic, and procedural safeguards and personnel policies, consistent with generally accepted industry standards that are designed to guard the SubletzMD Platform and our systems. We will maintain any personally identifiable information that we collect and/or receive in accordance with our Privacy Statement.

In using the SubletzMD Platform, you agree to the following:

(a) you will not use any device, software, or other instrumentality to disrupt, damage or interfere with or attempt to disrupt, damage or interfere with the proper functioning of the SubletzMD Platform;

(b) you will not violate or attempt to violate the security of the SubletzMD Platform, including, without limitation, (i) logging onto an account that you are not authorized to access; (ii) you will not attempt to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the SubletzMD Platform, overloading, "flooding," "spamming," "mail bombing" or "crashing"; or (iii) attempt to transmit any "virus", "Trojan horse" or other software destruction or disruption device; and

(c) you will not intentionally or unintentionally violate any applicable international, federal, state or local law, including but not limited to any regulations applicable to your use of the SubletzMD Platform.

Notice For California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Website, please send an email to orders@officedepot.com. You may also contact us by writing to SubletzMD, 2670 W. Fairbanks Avenue, Winter Park FL 32789, Attn: Customer Complaints. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Third-Party Beneficiary

You agree that our third-party services providers are third-party beneficiaries of the applicable provisions of these Terms, with all rights to enforce such provisions as if such service providers were a party to these Terms.

Termination

These Terms are effective until terminated by either party. SubletzMD may terminate or suspend these Terms at any time without notice to you.

Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the SubletzMD Platform may be referred to appropriate law enforcement authorities. You acknowledge and agree that SubletzMD shall not be liable to you or any third party for any termination of your access to the SubletzMD Platform.

Survival of Terms

Provisions of these Terms that, by their nature, should survive termination of these Terms will survive termination of these Terms.

Notice

Official notices related to this Terms must be sent to us at:

Attn: Customer Services
2670 W. Fairbanks Avenue
Winter Park, FL, 32789

Additionally, SubletzMD accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

Entire Agreement. The Terms constitute the entire agreement between you and SubletzMD and govern your use of the SubletzMD Platform, superseding any prior agreements between you and SubletzMD on this subject. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

Waiver. The failure of SubletzMD to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Admissibility of printed version. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Section titles. The section titles in the Terms are for convenience only and have no legal or contractual effect.

Severability Clause. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.

Your Comments and Concerns

This website is operated by SubletzMD, located 2670 W. Fairbanks Avenue, Winter Park, FL, 32789, Attn: Customer Services.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: Support@sharemedspace.com

Assignment.

You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without SubletzMD's prior written consent. SubletzMD may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

Google Terms.

Some areas of the SubletzMD Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

Apple Terms.

If you access or download our application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#).

Platform Content.

Content made available through the SubletzMD Platform, including without limitation trademarks, trade dress, inventions, algorithms, computer programs (in source code and object code), customer and marketing information and other content (“**Platform Content**”), whether registered or unregistered, which may be protected by copyright, trademark, patent, trade secrets, know how, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Platform Content are the exclusive property of SubletzMD and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Platform Content accessed through the SubletzMD Platform except to the extent you are the legal owner of that Platform Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, SubletzMD grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the SubletzMD Platform mobile application on your personal device(s); and (ii) access and view the Platform Content made available on or through the SubletzMD Platform and accessible to you, solely for your personal and non-commercial use.

Force Majeure.

SubletzMD shall not be liable for any delay or failure to perform resulting from abnormal or unforeseeable circumstances outside its reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Emails and SMS.

You will receive administrative communications from us using the email address or other contact information you provide for your SubletzMD account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have a SubletzMD account. In the U.S. if you consent to receive SMS (text messages) from SubletzMD.