

# CATAPULT LAKELAND INC.

## TERMS OF USE

**Please read it carefully and talk to any Catapult Lakeland staff member if you have questions. Thanks for being a member!**

### **1. Acceptance of Terms.**

The services CATAPULT LAKELAND, INC. ("Catapult Lakeland") provides to you, the undersigned, including but not limited to use of coworking space in the basement at 331 S. Florida Avenue, Lakeland, FL 33801 (the "premises", with the building at that address referred to as the "building"), access to Internet, etc., are subject to the following Terms of Use ("TOU").

### **2. Description of Services.**

Catapult Lakeland may provide you with access to office space, work stations, internet access, office equipment, conference space, knowledge resources, and other services as Catapult Lakeland may offer from time to time pursuant to the Membership Application ("Member Application") to which this TOU is attached (collectively, "Services", or separately "Service"). The Services at all times are subject to the Member Application, this TOU and the Community Norms referenced in Section 3 all of which are incorporated herein and made a part of this TOU.

### **3. No Unlawful or Prohibited Use.**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices, or that are prohibited by the "Community Norms," attached to this TOU. You may not use the Services in any manner that could damage, disable, overburden, or impair any Catapult Lakeland server, or the network(s) connected to any Catapult Lakeland server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Catapult Lakeland server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into the Member Application and abide by the terms and conditions of this TOU (and all Community Norms) and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

### **4. Use of Services.**

You agree that when participating in or using the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Catapult Lakeland servers or bandwidth;
- d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct or other guidelines, which may be applicable for any particular Service;
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations;
- l. Create a false identity for the purpose of misleading others;
- m. Obstruct any entranceway, create any circumstances of disrepair or damage any Catapult Lakeland property or premises;
- n. Bring any pets onto the Catapult Lakeland premises, unless you have a specific need for visual assistance or other medical assistance;
- o. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, Catapult Lakeland requests that all members, guests, and clients turn their phones to vibrate while in the premises;

p. Otherwise violate the Member Application, this TOU or any of the Community Norms.

q. Otherwise exceed the following usage limitations in relation to the shared conference space. All monthly allotments of conference space usage included with memberships, as well as purchases of additional usage, are subject to availability of the conference space. Unused time does not roll over or accrue from month to month.

## **5. Catapult Lakeland Required Disclosures.**

Catapult Lakeland reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as Catapult Lakeland deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Catapult Lakeland's sole discretion.

## **6. Confidentiality.**

a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Catapult Lakeland or any participant or user of the Services, or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, knowhow, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Catapult Lakeland, any analyses, compilations, studies or other documents prepared by Catapult Lakeland or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

b. Your participation in and/or use of the Services obligates you to:

i. Maintain all Confidential Information in strict confidence;

ii. Not to disclose Confidential Information to any third parties;

iii. Not to use Confidential Information in any way directly or indirectly detrimental to Catapult Lakeland or any participant or user of the Services.

c. All Confidential Information remains the sole and exclusive property of Catapult Lakeland or the respective disclosing party. You acknowledge and agree that nothing in the Member Application, this TOU or Community Norms, or your participation or use of the Services, will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Catapult Lakeland or any participant or user of the Services.

## **7. Participation In or Use of Services.**

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that Catapult Lakeland does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

## **8. Disclaimer of Warranties.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CATAPULT LAKELAND PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH YOU.

## **9. Exclusion of Incidental, Consequential and Certain Other Damages.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CATAPULT LAKELAND OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE OF THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF CATAPULT LAKELAND, AND EVEN IF CATAPULT LAKELAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. Limitation of Liability and Remedies.**

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES, THE ENTIRE LIABILITY OF CATAPULT LAKELAND OR ITS SUBSIDIARIES WHETHER OR NOT WHOLLY-OWNED, AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE

OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS TOU AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO TEN DOLLARS (USD \$10.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS INCLUDING SECTIONS 8 AND 9 ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

#### **11. Termination.**

Catapult Lakeland reserves the right to terminate any Service, or Services, at any time, with or without cause. Catapult Lakeland further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU or Community Norms. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY CATAPULT LAKELAND NOR THIS TOU SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND CATAPULT LAKELAND MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON, OR WITHOUT REASON OR CAUSE, AT ANY TIME. Upon termination, you agree to immediately remove any and all of your personal property from the Premises. Sections 5,6,7,8,9,10,11,12,13,14,15 and 16 shall survive any termination of this TOU.

#### **12. Non-Disparagement.**

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Catapult Lakeland, or any of Catapult Lakeland's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

#### **13. Indemnification.**

You release, and hereby agree to indemnify, defend and save harmless Catapult Lakeland and Catapult Lakeland's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and/or fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this TOU, you shall be liable for any attorneys' fees and costs incurred by Catapult Lakeland or its respective officers and agents in connection with the defense of such claim or lawsuit.

#### **14. Insurance, Release, Waiver of Subrogation.**

As required by the owner of Building, Catapult Lakeland carries Liability and Business Personal Property insurance. Catapult Lakeland members are not required but it is strongly suggested that they carry an insurance policy to cover their own equipment and personal property while using our space. Your insurance policy may cover your current residence/office, as well as the Premises of Catapult Lakeland.

You acknowledge and agree that Catapult Lakeland has no responsibility to protect your property from loss, damage or theft but that is your responsibility. You release Catapult Lakeland from any claim of loss, damage or theft of your property, except in the case of Catapult Lakeland's gross negligence.

Notwithstanding any contrary provision herein, neither you nor Catapult Lakeland shall be liable to the other for any loss, including but not limited to business interruption, or for any loss of or damage to property or injury to or death of persons occurring in, upon, or about the Premises or in any manner arising out of or connected with your use Premises, whether or not caused by the negligence or other fault of you or Catapult Lakeland, or their respective agents, employees, subtenants, licensees, or assignees, to the extent that such loss is covered by insurance, regardless of whether or not such insurance is payable to or protects you or Catapult Lakeland, or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either you or Catapult Lakeland than would have existed in the absence of this section. This release shall remain in effect only so long as it does not prevent the insured from recovering under such policies.

#### **15. Additional General Terms.**

By signing this TOU, you furthermore agree to the following additional general terms and conditions of your membership:

- a. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies, fire escapes, and roof are not for the use of the general public and Catapult Lakeland shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Catapult Lakeland, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building.
- b. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by you or your employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be born by you.
- c. You shall not cause any unnecessary janitorial labor or services by reason of your carelessness or indifference in the preservation of good order and cleanliness.
- d. No cooking shall be done in the tenant kitchen, nor shall the Premises be used for lodging (the use of a coffee maker, microwave, are, however, permitted uses).
- e. You shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Catapult Lakeland.
- f. Catapult Lakeland shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting of wires

is to be allowed without the consent of Catapult Lakeland. The locations of telephones, call boxes and other office equipment affixed to the Premises are determined by Catapult Lakeland, in its sole discretion.

g. Upon the termination of Services, you shall deliver to Catapult Lakeland all keys and passes for offices, conference rooms, etc., which have been furnished to you. In the event of the loss of any keys so furnished, you shall pay Catapult Lakeland therefore. You shall not make, or cause to be made, any such keys, you shall order all such keys solely from Catapult Lakeland and you shall pay Catapult Lakeland for any additional such keys over and above the set(s) of keys originally furnished by Catapult Lakeland.

h. You shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Catapult Lakeland.

i. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator or stairways, except between such hours and in such elevator and stairways as shall be designated by Catapult Lakeland.

j. You shall cause all doors to the Premises to be closed and securely locked before leaving the Building.

k. Without the prior written consent of Catapult Lakeland, you shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising your business, except you may use the address of the Building as the address of your business.

l. You shall cooperate fully with Catapult Lakeland to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls. You shall keep corridor doors closed.

m. Except for Catapult Lakeland's gross negligence, you assume full responsibility for protecting the Premises and your property from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured and securing your property and never leaving it unattended and not secured.

n. Except with the prior written consent of Catapult Lakeland, you shall not sell or cause to be sold any items or services at retail in or from the Premises, without written approval, nor shall you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building without written consent of Catapult Lakeland.

o. You shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises, nor store goods, wares or merchandise on the Premises. You shall not allow any vending machines on the Premises without Catapult Lakeland's prior consent.

p. All freight must be moved into, within and out of the Building under the supervision of Catapult Lakeland and according to such regulations as may be promulgated by Catapult Lakeland. All moving of furniture or equipment into, within or out of the Building by you shall be done at such time and in such manner as directed by Catapult Lakeland or its agent. In no cases shall items of freight, furniture, fixtures or equipment be moved into or out of the Building or in any elevator during such hours as are normally considered rush hours to an office building; i.e., 7:30-9:30 A.M., 11:00 A.M.-1:00 P.M. and 4:00-6:30 P.M.

q. On Sundays, federally observed holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be controlled by Catapult Lakeland through the use of a card key system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. Catapult Lakeland shall in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of your failing to properly identify yourself through the use of a card-key, or through the failure of the Building to be unlocked and open for access by you, your employees and general public. Nothing contained herein shall obligate Catapult Lakeland to provide such card key system or to make Catapult Lakeland liable for any act or omission or failure of such system and the card keys which may be provided.

r. You shall not change locks or install other locks on doors without the prior written consent of Catapult Lakeland.

s. You shall give prompt notice to Catapult Lakeland of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to you so the same may be attended to properly.

t. No safes or other objects larger or heavier than the freight elevators of the Building are limited to carry shall be brought into or installed on or in the Premises. Catapult Lakeland shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by Catapult Lakeland, be required to be supported by such additional materials placed on the floor as Catapult Lakeland may direct, and at your expense.

u. Internet Policy: Wireless access to The Internet is provided during your membership. Service interruptions, if they occur, will be handled as promptly as possible. Catapult Lakeland is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. You agree not to use the Catapult Lakeland or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: a. violating any applicable law or regulation; b. Posting or transmitting content you do not have the right to post or transmit; c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; d. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion; e. Attempting to intercept, collect or store data about third parties without their knowledge or



consent; f. Deleting, tampering with or revising any material posted by any other person or entity; g. Accessing, tampering with or using non-public areas of the Service or any Catapult Lakeland or related website, computer systems or network; h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; i. Attempting to access or search the Services or any Catapult Lakeland or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Catapult Lakeland or other generally available third party web browser; j. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail"; k. Using the Services or any Catapult Lakeland or related website or network to send altered, deceptive or false source-identifying information; l. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Services or any Catapult Lakeland or related website or network; m. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Services or any Catapult Lakeland or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Services or any Catapult Lakeland or related website or network; or n. Impersonating or misrepresenting your affiliation with any person or entity. If Catapult Lakeland suspects violations of any of the above, Catapult Lakeland will investigate and may institute legal action, immediately deactivate Services to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with Catapult Lakeland in investigating suspected violations.

w. You shall not install, maintain or otherwise locate at Catapult Lakeland any computer server of any kind, whether hardware or software without the express prior written permission of Catapult Lakeland.

x. You shall not conduct filming/video or press conferences/media activities in the space without written consent from Catapult Lakeland.

## **16. Miscellaneous.**

a. Entire Agreement. This TOU, the Member Application, and Community Norms constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.

b. Severability. In the event that any provision or portion of this TOU, the Member Application, and Community Norms is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU, the Member Application and Community Norms shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

c. Waivers. No waiver shall be binding on Catapult Lakeland unless executed in writing by an authorized representative of Catapult Lakeland.

d. Successors and Assigns. This TOU, the Member Application and Community Norms shall be binding on your heirs, legal representative, successors and assigns.

e. No Assignment. In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of Catapult Lakeland.

f. Notice. All notices, requests, demands or other communications for which this TOU, the Member Application and Community Norms provides shall be in writing and shall be addressed at the following addresses:

**If to Catapult Lakeland:** Catapult Lakeland, Inc. 331 S. Florida Avenue, Basement, Lakeland, FL 33801, ATTN: Meg Bellamy, Executive Director.

**If to you:** At the address set forth on page 1 of the Membership Application, or such other address as any party may designate in writing.

All notices under this TOU, the Member Application and Community Norms shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) Upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

g. Attorney's Fees. If Catapult Lakeland shall bring any action for any relief against you arising out of this TOU, the Member Application, and Community Norms, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

h. Governing Law. The rights and obligations of hereunder shall be governed by, and this TOU, the Member Application, and Community Norms shall be construed and enforced in accordance with, the laws of the State of Florida, The sole and exclusive venue for the resolution of any dispute arising out of this TOU, the Member Application, and Community Norms shall be Polk County, Florida.

i. Modification. Catapult Lakeland may in its sole discretion, upon written notice, change the TOU and Community Norms.

**I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU (including the attached Community Norms) and further agree to be bound to the TOU and Community Norms regarding my participation in and use of the Services.**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

TITLE: \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

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**Catapult Lakeland, Inc.**