



Knew Conscious Inc.

## Terms & Conditions

# MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into between Knew Conscious, LLC ("Club" or "we" or "us") and the undersigned individual ("Member" or "you") for membership in the Knew Conscious Collective, a nonprofit music venue, art gallery, social club, and event space (herein after referred to as the "Club"). By signing this Agreement, you acknowledge and agree to all terms and conditions outlined herein. This Agreement constitutes a legally binding document between you and the Club.

### **1. INTRODUCTION**

Welcome to Knew Conscious Collective, owned and operated by Knew Conscious, LLC. Membership in the Club is offered to you, the Member, under the terms of this Agreement. Prior to utilizing the Club's services or facilities, you must become a registered Member and agree to the terms set forth in this Agreement. By applying for Club membership and attending Club events, you indicate your consent to be bound by all provisions of this Agreement. Carefully review the Club Membership Application and this Membership Agreement before purchasing a membership. This Agreement addresses prohibited conduct, outlines your obligations as a member, and highlights the Club's reserved rights to ensure a positive experience for all members. Upon reading this Agreement in its entirety and signing the acknowledgment form with the words "I accept this Membership Agreement," you may proceed with purchasing a membership. Both the Club Membership Application and this Membership Agreement govern your participation in Club activities.

It is your responsibility to read and stay informed about this Membership Agreement, as it may be updated or modified at the Club's discretion without prior notice. Any updates or modifications will be binding, effective upon posting, and your continued participation in Club events implies acceptance of the most current version of this Agreement. Failure to fully complete the Club Membership Application or accept this Membership Agreement will result in the denial of Club membership and attendance at Club functions. Entering the Club premises without accepting this Agreement constitutes your consent to all contractual provisions outlined herein.

### **2. CLUB PURPOSE**

Knew Conscious Collective serves as a private adult on-premises social club encompassing a music venue, art gallery, and event space. Your right to participate and be a member of this Club is constitutionally protected. The Club operates in accordance with Colorado law, and only registered Members are permitted to attend Club functions.



### **3. ELIGIBILITY AND MEMBERSHIP**

This Membership is available to individuals aged 21 years or older at the time of registering or attending a Club event. By accepting this Agreement, you affirm that you are at least 21 years old and authorized to enter into this Agreement. If you are a law enforcement officer, government employee, or have affiliations with such entities you are required to disclose this information on the Club Membership Application as well as verbalize this information verbally to the Manager on Duty upon entry to the club. Changes in your affiliations must be promptly updated both verbally and electronically. If you are a member of the press, you must declare your status on the Club Membership Application. Valid identification must be presented upon arrival at Club events. Misrepresentation of your age or affiliations may lead to Membership termination without refund.

Your Membership in the Club starts upon completing the application process and paying applicable fees. Membership benefits are accessible as long as you maintain good standing. Membership expires at its term's end or earlier as outlined in this Agreement. The Club may decide not to renew your Membership. Membership benefits are subject to payment of fees and compliance with this Agreement.

### **4. FEES AND PAYMENTS**

Membership Fees, along with any incurred charges, are your responsibility and must be paid according to prevailing rates. All fees and charges are nonrefundable. Changes in fees or the addition of new charges may occur at the Club's discretion with prior notice. You are accountable for incurred charges related to your Club participation.

### **5. CANCELLATION AND REFUND POLICY**

You can cancel your subscription at any time before the end of the current billing period. Cancellation will take effect at the end of the current billing period unless otherwise disclosed. If you cancel, you will continue to have access to the Service through the end of your current billing period. You must cancel your subscription prior to 11:59 p.m. Mountain Standard Time on the day before your next recurring billing date in order to avoid being charged for the next billing period. We do not refund or credit for partially used billing periods, although we may provide such refunds or credits on a case-by-case basis in our sole and absolute discretion. If you cancel, including if you switch your billing to a third-party, you will forfeit any service, referral, or redeemed gift card credits. To cancel your subscription to the Services, log into your Knew Conscious account and follow the instructions on your account page. Please log in to your account dashboard at <https://knewconscious.com/my-account> for instructions on how to cancel.



## **5. MEMBERSHIP TERMS, BILLING AND AUTO-RENEWAL**

Your membership to the Services includes enrollment into an ongoing/recurring payment plan. Your membership will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. When you provide a payment method, we will attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. Your “billing period” is the interval of time between each recurring billing date and corresponds to the term of your membership. For purposes of this Agreement, a “day” or “date” begins at 12:00 a.m. Mountain Standard Time and ends at 11:59 p.m. Mountain Standard Time of that same calendar day. Where applicable, charges for one or more Services may be prorated for any partial month of service. To see your next recurring billing date, log in to your account and view your account details. You acknowledge that the timing of when you are billed may vary, including if your membership began on a day not contained in a given month (e.g. if you have a monthly membership and became a paying member on January 31, your payment method would be billed next on February 28). We may also offer you the ability to pause your membership for a specified period of time. If you do not cancel before the end of the pause period, billing will resume automatically. We reserve the right to change our pricing. In the event of a price change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your membership in accordance with the instructions included in that email and below. If you do not timely cancel your membership, your membership will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party Internet access charges and taxes in connection with your use of the Services. Please check with your Internet provider for information on possible Internet data usage charges.

## **5. BINDING INDIVIDUAL ARBITRATION**

a. General. You and the club agree that any and all Disputes arising under or in connection with this Agreement, except those that are resolved informally or brought or defended in a small claims court, will be arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST CLUB OR KNEW CONSCIOUS INC. OR ANY OF THEIR RESPECTIVE ASSIGNEES OR AGENTS. If any provision of this arbitration agreement is found



unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class arbitration).

b. Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, the Parties agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. The Parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of this Agreement. To provide this opportunity, before commencing any arbitration or suit, each Party agrees to send to the other Party a written Notice (“Notice”). Any Notice to Knew Conscious. should be sent by email to [info@knewconscious.com](mailto:info@knewconscious.com) or mail to Knew Conscious INC., Attn: Arbitration Provision, 2350 Lawrence st, Denver, CO. 80205. Please note that any other correspondence other than a Notice or an Opt Out sent to this PO Box will not receive a reply. Any Notice sent to you will be sent to the address on file for your account. The Notice must: (i) include your name and membership number; (ii) provide detailed information sufficient to evaluate the merits of the claiming Party’s individualized claim and for the other Party to determine if an amicable resolution is possible; and (iii) set forth the specific relief sought, including whatever amount of money is demanded and the means by which the demanding Party calculated the claimed damages. The Parties agree that they will attempt to resolve a dispute through an informal negotiation within sixty (60) days from the date the Notice is sent. After that sixty (60) day period and not before, either party may elect, in writing sent to the other party, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. If either party elects small claims court, the dispute will be resolved in that forum and not through arbitration. Each Party agrees that state courts in Colorado, or federal court for the District of Colorado, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. c. Scope of Arbitration. If we are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association according to this Section and the Commercial Arbitration Rules (the “AAA Rules”) for that forum, except You and Club will have the right to file early or summary dispositive motions and to request that the AAA’s Expedited Procedures apply regardless of the claim amount. Except as set forth above and for disputes subject to jurisdiction in small claims court, the Arbitrator will be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. d. Small Claims Court. Subject to applicable jurisdictional requirements, any Party may elect to pursue a Dispute in a local small-claims court rather than through arbitration. If a Party has already submitted an arbitration demand to the AAA, but before an arbitrator has been selected, the other Party(ies) can send a written notice to the opposing party that it wants the Dispute decided by a small claims court. After receiving this notice and consistent with Consumer Rule



10. Arbitration Procedure. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions fully applies. So long as it is consistent with the AAA Rules, including Rule D-3(b), the arbitration shall occur through the submission of documents to one arbitrator. To the extent any in-person arbitration hearing is required the arbitration hearing will take place as close to your hometown as practicable. The Arbitrator's award will be binding on the Parties and may be entered as a judgment in any court of competent jurisdiction. Bank values your privacy, particularly with respect to your financial transactions and data. Each of the Parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other Party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. Arbitration Fees. In accordance with the AAA Rules, the Party initiating the arbitration (either You or us) is responsible for paying the applicable filing fee. For purposes of this arbitration provision, references to You and Club, and also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Bank's loan program.

e. Opt Out. You may reject this provision, in which case only a court may be used to resolve any Dispute. To reject this provision, You must send us an opt-out notice (the "Opt Out") within thirty (30) days after You enter into this Agreement or we first provide You with the right to reject this provision. The Opt Out must be mailed to: Knew Conscious, 2350 Lawrence st, Denver, CO. 80205. The Opt Out must provide your name, address, phone number and the email address(es) You used to sign up and use the Services. This is the only way of opting out of this provision. Opting out will not affect any other aspect of this Loan Agreement, and will have no effect on any other or future agreements You may reach to arbitrate with us. Please note that any other correspondence other than a Notice or an Opt Out sent to this PO Box will not receive a reply.

h. Court Proceedings. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Colorado.

h. Governing Law. This Agreement is governed by the Federal Arbitration Act, as set forth above, and by Colorado law, and/or applicable federal law, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

h. Limitation on Time to Initiate a Dispute. Unless otherwise required by law, an action or proceeding by Merchant relating to any dispute arising under this Agreement must commence within one year after the cause of action occurs or becomes enforceable.

10. Miscellaneous.

a. Modifications; Amendments. Any changes to these terms will be in writing agreed by the Party to be affected.



b. Waiver. No Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

c. Notices. Except as otherwise stated, notices to Club must be sent by postal mail to: Knew Conscious Inc.

d. Opting out will not affect any other aspect of this Membership Agreement, and will have no effect on any other or future agreements You may reach to arbitrate with us. Please note that any other correspondence other than a Notice or an Opt Out sent to this 2350 Lawrence St. Denver, CO. 80205. and will not receive a reply.

e. Court Proceedings. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of Denver, CO, or federal court for the District of Colorado.

f. Governing Law. This Agreement is governed by the Federal Arbitration Act, as set forth above, and by Utah law, and/or applicable federal law, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

g. Limitation on Time to Initiate a Dispute. Unless otherwise required by law, an action or proceeding by Merchant relating to any dispute arising under this Agreement must commence within one year after the cause of action occurs or becomes enforceable.

Miscellaneous.

a. Modifications; Amendments. Any changes to these terms will be in writing agreed by the Party to be affected

.b. Waiver. No Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

c. Notices. Except as otherwise stated, notices to Knew Conscious INC. must be sent by postal mail to: 2350 Lawrence St. Denver, CO. 80205.

## **6. GUEST POLICY**

Knew Conscious is an exclusive members-only private club. An active membership is required for entry during private events. Non-members (guests) attending Club events must pay Membership Fees and accept this Membership Agreement before attending. Members cannot and will not bring a guest (aka a non-member) into the club

## **6. MEMBER CONDUCT**

Members shall consume alcohol responsibly and avoid excessive drinking. Alcohol distribution on Club premises must comply with applicable laws. The Club is not liable for any alcohol consumption consequences. Weapons, except for uniformed police officers on duty, are prohibited. Harassment, including sexual misconduct, is strictly prohibited. Promptly report any such incidents. Violation of rules, property damage, or criminal acts may lead to Membership termination. Disorderly conduct or failure to comply with Club management's instructions may result in Membership termination.

Some events are exclusive, and the Club reserves the right to modify rules. Photography inside



the Club requires explicit approval. The Club may amend rules at its discretion.

## **7. CONSENT TO RECEIVE EMAILS FROM KNEW CONSCIOUS**

You consent to receive emails on a computer, tablet, iPad, and cellular device about Club events, policy updates, happenings, and gatherings at any time. These policies, terms and agreements may change at any time. You may opt-out by contacting Club Management via email at [info@knewconscious.com](mailto:info@knewconscious.com) or mailing a detailed letter to Knew Conscious, 2350 Lawrence st. Denver, CO. 80205.

## **8. ELECTRONIC SIGNATURE AND AGREEMENT**

By signing and/or selecting to check the agreement button/box on this Membership Agreement electronically, you acknowledge and agree that your electronic signature is legally binding and has the same effect as your handwritten signature.

You affirm that you have read and understood the terms and conditions of this Membership Agreement, and you intend to be bound by its provisions. You further acknowledge that your electronic signature is provided voluntarily and that you have had the opportunity to review the entire Agreement.

You also understand and consent to the following:

- Your electronic signature serves as your legal signature and signifies your agreement to be bound by the terms of this Membership Agreement.
- Your electronic signature is associated with the specific date and time of your acceptance, which will be recorded and stored securely.
- The use of electronic signatures and electronic records may be used as evidence in legal proceedings and has the same legal force and effect as a traditional written and signed document.
- If you do not agree to the use of electronic signatures, please refrain from signing this Agreement electronically.

By providing my electronic signature, I acknowledge that I have carefully read, fully understood, and voluntarily agreed to the terms of this Membership Agreement. I understand that this electronic signature is legally binding and constitutes my agreement to be bound by all terms and conditions outlined herein.

## **9. CONFIDENTIALITY AND LIABILITY**

Members shall maintain the confidentiality of Club-related information. Disclosure of sensitive information is restricted. In certain circumstances, disclosure may be required by law or court order. The Club may share limited information under specific conditions, such as a change in ownership. Members' conduct is not the Club's liability.

## **10. REPRESENTATIONS**

By completing the sign up form/process for this membership and e-signing said documents, you affirm:



- You are at least 21 years old.
- All information provided is accurate.
- You are not affiliated with law enforcement or media, except as disclosed.
- Your intent for joining is solely for Club participation.
- You understand and accept the terms and conditions herein.

## **CONCLUSION**

After reading this document you acknowledge and agree to the terms of this Terms and Conditions Membership Agreement, creating a legally binding contract between you and Knew Conscious, LLC, governing your membership in Knew Conscious Collective. This Agreement supersedes any prior understandings or agreements.