

BlackSpade Society LLC – Membership Agreement

Intending to be legally obligated by this Agreement, the BlackSpade Society and the Member hereby agree as follows:

1. The Society

BlackSpade Society is a membership club with bespoke access to a wide range of luxury services, benefits, and rewards anywhere in the world. Your privacy is our priority. Our elite community is a cultural hub connecting a diverse group of people from different backgrounds and industries looking to socialize, collaborate and innovate. BlackSpade Society additionally offers members the ability to have access to our luxury marketplace with zero gas fees, swap fees, and processing fees. Our community is dedicated to curiosity, innovation & luxury.

2. Member Benefits

- a. Instant access to our carefully curated members-only club for exclusive Networking opportunities and high-class experiences.
- b. Instant access to our private discord server with a plethora of educational resources, guest speakers, celebrity engagement, roadmap, future plans, events, and more.
- c. Each member will receive a physical Black Spade Society access card. This shows physical ownership and the exchange of information. And has load & swipe mechanics like a normal debit card. Each member's card can be used to access all that Black Spade has to offer!
- d. Access to all Black Spade society properties located in multiple major cities in the U.S. and will eventually extend to international properties as well.
- e. Access to all IRL (in real life) and metaverse BlackSpade events.
- f. Private early access to any new items, brands, or experiences added to the marketplace before the public.
- g. Members will receive exclusive access to our marketplace where they will:
 - i. Find items and amenities available for purchase in crypto, with no gas, transaction, or merchant fees.
 - ii. Receive an instant 10 - 15% discount on all BlackSpade listings.

iii. Be eligible for free upgrades, perks, and giveaways.

3. Your membership application

By completing and submitting your application for membership via our website, you agree to be bound by these rules.

Membership is on a first come first serve basis; membership is limited to 10,000 members in phase one. Once this threshold is surpassed, a waiting list will be established. The Membership Committee shall have sole discretion as to who shall become a member of the BlackSpade Society.

If your membership application is accepted, we will confirm this by sending you a “Welcome to the BlackSpade Society” email. Your annual membership will commence on the date the “Welcome to the BlackSpade Society” email is sent.

4. Proposing new members

Members are welcome to propose new applicants to join the BlackSpade Society. Application forms are available online at [Blackspadesociety.io/apply](https://blackspadesociety.io/apply).

5. Membership renewal

Membership is for a minimum period of one year and renewable thereafter on an annual basis.

Membership renewals are not automatic and are reviewed by our Membership Committee on an annual basis. The decision of the Membership Committee is final and without appeal.

6. Membership database

Your privacy is paramount to the Black Spade Society. However, it is important for us to have your current details, plus a photograph of you in our membership database. By becoming a member of the Black Spade Society, you agree that we can hold your personal details and a photograph to use in connection with your membership. If your contact or payment details change, please let us know via your account page on www.blackspadesociety.io. BlackSpade Society will not sell your personal information to anyone, and will take all commercially reasonable measures to protect your privacy.

7. Membership payment

Upon approval or renewal of your membership, your membership fees become payable immediately. Payment may be made in fiat or through cryptocurrency, as the invoice will specify. By providing us with your payment information, you accept and consent to be charged with membership fees in the form requested by the BlackSpade Society upon your application being approved or renewed. It is within our discretion to amend our membership fees at any time, and we will notify you in advance if there are to be any changes to the amount, date or frequency of the payment of your membership fees.

Failure to pay the annual subscription (or any dues thereof) within one 10 days of the due date could result in the member not being admitted to the BlackSpade Society and/or the membership being terminated. Any extensions past 10 days will incur interest charges at 1.5% per month.

8. Resignation of your membership

If you choose to resign your membership (or your membership is canceled part way through the year), you will still need to pay your full membership fee for the remainder of the year. Refunds will be at the discretion of the BlackSpade.

9. Membership cards

Membership cards or tokens are required to be presented to gain entry to all BlackSpade Society events and venues. Members should also expect to be asked to present their membership card or tokens when they sit down to eat or drink or if they open an expense tab. Where any member allows his or her card to be used by a non-member, such non-member shall be denied access to, or removed from, the event or venue, and the member whose card was used may face suspension or termination of their own membership. Please notify us immediately if your membership card is lost or stolen.

10. Guests

Members are permitted to bring up to 3 guests with them to BlackSpade Society events or venues at any one time, although please be aware that during busy times we may have to restrict member/guest access. A member's guests may not enter BlackSpade events or venues without that member being present. Members may not be separated from their guests within the event or venue or allow their guests to remain in the event or venue when they leave. Members are responsible for ensuring their guests follow all BlackSpade Society rules and policies, and can face suspension or termination of their membership if their guests violate such rules or policies.

11. Children

BlackSpade Society events and venues are designed for adults, so children are generally not allowed unless the event is specifically designated as a “family” event.

12. Corporate attire

BlackSpade Society fosters a non-corporate atmosphere. To preserve this casual environment, members should refrain from corporate entertaining and wearing corporate attire at Black Spade Society events or venues. Members are also responsible for ensuring their guests abide by this rule.

13. Privacy for members/guests

Members and their guests must not approach, disturb or solicit others at BlackSpade Society events or venues with whom they are not personally acquainted. Doing so may lead to suspension or termination of membership. If any member wants to solicit to other members for a business deal, he or she must first obtain written consent from the BlackSpade Society. Any such consent shall not be deemed an endorsement by the BlackSpade Society, and any representation to the contrary may result in immediate termination of the Member and cancellation of any such consent. Any solicitation must be in compliance with all laws, rules, and regulations.

14. Cameras/recording devices

No cameras, video, or other recording devices, whether live-streaming or otherwise and whether on a cell phone or other medium, may be used while at BlackSpade Society events or venues. Members are responsible for ensuring their guests also abide by this rule. BlackSpade Society reserves the right to take possession of and confiscate any cell phone, camera, video, or other recording device and any photos, videos, or other recorded images used or taken while at BlackSpade Society events or venues.

15. Press/social media

BlackSpade Society has a strict no-press policy. Members will be held accountable if they or their guests disclose or identify any other members or guests who are at any BlackSpade Society events or venues in the public domain, whether in any press or social media including Facebook, Twitter, Instagram, and on personal blogs. Similarly, members and their guests must refrain from identifying or describing any private-hire or member event occurring on BlackSpade Society premises.

16. Confidentiality

BlackSpade Society management and all staff members are required to adhere to the strictest confidentiality standards and pledge to maintain all records and personal information concerning the members and their guests in the strictest confidence.

17. Illegal drugs/substances/items

No member or guest shall purchase, use, ingest, possess, sell or otherwise distribute illegal drugs or other substances, or attempt to do any of the same, with any member or guest. No member or guest shall ask any BlackSpade Society staff for illegal drugs or other substances while at any BlackSpade Society event or venue, or in the immediate vicinity thereof. If any of the actions described above occur, the relevant member and/or guest will be removed from the event or venue and the membership in question will be terminated.

18. Bills

All bills must be settled in full before leaving any BlackSpade Society event or venue. There are no credit facilities. Members are responsible for their guests' bills; if they are not paid, the member may face suspension.

19. Food and beverages

Please refrain from bringing any outside food or beverages to any BlackSpade Society event or venue, unless medically necessary.

20. Activities of members and guests at BlackSpade Society events and venues

We love to hear what our members and guests get up to at BlackSpade Society events and venues. While you are a member or a guest at a BlackSpade Society event or venue, we may ask you to give your views of, and experiences at, the BlackSpade Society. We may also film, video, or photograph our member events and activities at our venues for use in our membership programs, as well as advertising, promotions, public relations, and any other commercial/business purposes. If you take part in these interviews or events, you agree to us using your name, image, and limited other information. You also consent to us publishing any materials produced by or for us for any purpose without your further consent, and you waive your right to receive any payment from us in connection with such publication.

21. Accidents and injuries

We want all our members and guests to relax and enjoy our events and the activities and facilities available at our venues in safety. Please be aware that some of our venues are set in open countries with lakes, cliffs, and other natural features that can be hazardous.

Members and their guests agree to observe the rules and any signs published or displayed at our events or venues at any time; to swim only in designated areas, and to take reasonable precautions when traveling around the grounds or using the facilities at our events or venues.

Any injury to any member or guest is the responsibility of the member, and any liability shall be paid for by the member or the member's insurance. Any property damage caused by a member or his or her guest shall be the responsibility of the member, and the member or the member's insurance company shall be liable to pay the costs of replacement or reimbursement.

If a member or guest has an accident or suffers any injury at, or in the vicinity of, any of our events or venues, please report this as soon as possible to a member of our staff and, in any event, within 24 hours of the incident.

22. Entering/leaving events or venues

All members and their guests are asked to respect our nearby residents by being quiet when entering or leaving any BlackSpade Society events or venues, or while in the surrounding area.

23. Animals

No animals will be allowed in any BlackSpade Society events or venues, except for legally recognized and certified service dogs.

24. CCTV

Members and their guests should be aware that for safety and security reasons, we reserve the right to use CCTV across all of our events and venues.

25. No-smoking policy

All members and their guests are obligated to abide by any no-smoking policy in effect at the applicable BlackSpade Society event or venue, and to all applicable no-smoking governmental laws, rules and regulations. No smoking (including e-cigarettes and vapes) is allowed inside any BlackSpade Society event or venue at any time. BlackSpade reserves the right to prohibit or limit smoking in any area of its events or venues at any time at its sole and absolute discretion.

BlackSpade Society reserves the right to designate certain outside areas of its events and venues as smoking areas and to change the location of such areas at any time. However, all members and their guests are requested to respect the wishes of other members and their guests with respect to smoking and to refrain from smoking when requested to do so.

26. Disciplinary procedure

Conduct by a member or guest that is prejudicial to the reputation and character of the BlackSpade Society may result in suspension or expulsion of such member or guest. Such conduct may include inappropriate, violent, or abusive behavior, or the communication of information concerning the BlackSpade Society's affairs, members, or their guests at any of its events or venues to the media. An expelled member may not return to any BlackSpade Society event or venue as a guest. A refund of the expelled member's subscription will be at the discretion of the BlackSpade Society. Any member or members who willfully remove, damage, or destroy any property belonging to the BlackSpade Society, or to members or guests at any of its events or venues, will be liable to expulsion and/or suspension or termination of their membership and will be liable for replacement or reimbursement of the property.

Every member binds him/herself to abide by the rules, bylaws, and regulations of the BlackSpade Society at all times upon acceptance as a member. If BlackSpade considers that the conduct of any member, or of the guest(s) of any member, either inside or outside of any BlackSpade event or venue is, at its absolute discretion, contrary to the interests of the BlackSpade, then the BlackSpade may, with immediate effect, expel the member or guest from the event or venue and/or suspend or terminate that member's membership without having to give any reason to such member or guest.

27. Constitution

Black Spade is constituted to encourage non-political, social, and recreational activities.

28. Rights and privileges of membership

A member shall be entitled to all the rights and privileges of the BlackSpade Society granted to a person in his or her capacity as a member and shall be bound by these rules, but shall have no proprietary rights in any BlackSpade events or venues, or in respect of any property of the BlackSpade Society.

29. BlackSpade Society trademark rights

Members and their guests shall not use the names, logos, colors, trademarks, service marks, photographs, trade dress, or other identifying features of the BlackSpade Society and its affiliates (the "BlackSpade Society Marks") without obtaining specific prior written approval of the BlackSpade Society as to the specific use.

You hereby expressly recognize that the BlackSpade Society Marks are the valid, unique, and exclusive property of the BlackSpade Society. Members and their guests may not produce, use or create, or authorize others to produce, use or create, BlackSpade Society Marks for any purpose whatsoever, including, but not limited to, in any communications, marketing, advertising, or other promotional materials (including, but not limited to,

brochures, flyers, invitations, and e-mail messages) that utilize the BlackSpade Society Marks without the BlackSpade Society's prior written consent.

30. Use of equipment and facilities

Use of any facilities available at a BlackSpade Society venue is entirely at the risk of a member or guest. You must not use any equipment or undertake any activity at a BlackSpade Society venue unless you are satisfied that you are competent to do so in a safe and proper manner.

When using any equipment and facilities available at a BlackSpade Society venue, you must take care to safeguard your own health and safety and that of other people. You will be solely responsible for any loss or injury that you cause to yourself, other persons, or to the equipment or facilities through your unsafe or improper use of the equipment or facilities. This includes your use of them while under the influence of alcohol, intoxicants, or medication.

31. Liability of the BlackSpade Society

All items brought to a BlackSpade Society event or venue are brought and left entirely at the risk of a member, or his or her guests. BlackSpade Society, its managers, employees, and/or agents shall not be liable to any member or guest for any loss, damage, or injury suffered by them or their property howsoever caused, save in respect of death or personal injury to a member or guest to the extent caused by the gross negligence of the BlackSpade Society, its managers, employees and/or agents. This is not intended to affect any mandatory rights a member or guest may have under local law that we cannot legally restrict or exclude.

Any disputes between a member and the BlackSpade Society involving amounts in excess of \$50,000 shall be submitted to arbitration by the American Arbitration Association in Chicago, Illinois, and resolved in accordance with its rules and the laws of the State of Illinois. Members of the BlackSpade Society shall not arbitrate or litigate any dispute involving \$50,000 or less. In any dispute, the substantially prevailing party shall be entitled to have his, her, or its dispute-related expenses, including legal and arbitration fees, paid by the other party.

In no event shall the BlackSpade Society be liable for any indirect, consequential, special, punitive, or exemplary damages, or for an amount in excess of the aggregate amount of dues and other fees received by the BlackSpade Society from the applicable member during the 12-month period immediately preceding the event giving rise to the dispute.

32. Interpretation of the rules

In the event of any dispute arising as to the meaning or interpretation of these rules, the matter shall be referred to the Membership Committee, whose decision with respect to your membership shall be final and without appeal. These rules shall be governed and construed in accordance with United States law, and each member agrees to submit to the exclusive jurisdiction of local and federal courts.

33. Amendments to BlackSpade Society's rules

BlackSpade may change its rules from time to time by displaying a notification of the change. Please be aware that the rules in your membership book may not be completely up to date and that the latest version of BlackSpade Society's rules is displayed.

34. Contacting us

Should you have any questions regarding your membership and/or the BlackSpade Society's rules, please contact us at Admin@blackspadesociety.io.