



MEMBERSHIP TERMS & CONDITIONS:

These Haiku Restaurant Terms and Conditions (this "Agreement") are between Haiku Wynwood LLC ("Haiku" or "Us") and user (the "Member" or "You"). This Agreement governs access to, and the use of the Haiku website and all services offered as part of your Membership (the "Haiku Website" or the "Services").

BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. ANY NEW FEATURES OR TOOLS WHICH ARE ADDED TO THE CURRENT SERVICES WILL ALSO BE SUBJECT TO THIS AGREEMENT. YOU CAN REVIEW THE MOST CURRENT VERSION OF THIS AGREEMENT AT ANY TIME ON THE HAIKU WEBSITE. HAIKU RESERVES THE RIGHT TO UPDATE AND CHANGE THIS AGREEMENT BY POSTING UPDATES TO THESE TERMS AND CONDITIONS ON THE HAIKU WEBSITE. YOU ARE ADVISED TO CHECK THIS AGREEMENT FROM TIME TO TIME FOR ANY UPDATES OR CHANGES THAT MAY IMPACT YOU.

Membership: A Yearly Membership Fee is required in order to access the Services. During the Member sign-up process, Haiku will request and receive certain information, including personal identifiable information, credit card information, name, email address, billing address, and phone number, including additional information that may be required by our payment processor. You represent and warrant that all such information provided to Haiku is complete, accurate, and agree to update such information as necessary to maintain its completeness and accuracy. Violation of these terms or of any term(s) of this Agreement may result in cancellation of your Membership by Haiku in its sole discretion. Payments will not be treated as having been made until Haiku has received cleared funds in respect of all sums due.

Yearly Membership Fee: The Yearly Membership Fee lasts for a one (1) year period from May 1 each year and is subject to you providing complete and accurate payment information to Haiku and such payment has cleared to and received by Haiku (the "Term"). All Membership Fees are collected by a third-party payment processor, and Haiku does not store your credit card information directly. We currently use Stripe as our payment processor. Annual Membership is automatically renewed unless otherwise notified by the Member.

Minimum Reservation Commitment Payment: Members are entitled to and commit to a minimum number of event Reservations with associated Reservation costs as mandated by their Membership category for use at Haiku during the Term. Payments are charged quarterly and on a per Reservation basis as identified in the relevant Membership documents. Reservations are on a first-come-first serve basis. You agree to pay for any extra goods or services not included in the set Reservation menu, including any orders of alcoholic beverages, with such payment due and to be processed at the conclusion of each such Reservation event. Cancellations will incur a charge of 50% of the event cost if made inside of 14 days of the Reservation date and 100% of cost if made inside of 7 days of the Reservation date.

Membership Fee & Minimum Reservation Commitment Non-Refundable: As the number of Memberships are very limited and Haiku declines aspiring Members to accommodate existing Members, you understand and agree that no portion of the Membership Fee or Minimum Reservation Commitment Payment is refundable.

Maintaining Good Standing as a Member : Members agree that Membership is a privilege afforded to them and they will maintain respectful communications with the Haiku Team at all times and will not disparage the Haiku Brand in any way, privately or publicly, during the period of their Membership and for a Twelve(12) month period thereafter. Remedies for breach of Good Standing will include Termination, below.

Termination: Haiku may cancel or suspend a Member Account if payment has not been made when due, with or without notice. If any Member engages in any activity that is harmful to Haiku or other Members, Haiku will have the right to terminate or suspend such Membership and/or Reservations, without refund, or take any other necessary action immediately at Haiku's sole discretion.