



Terms & Conditions

The services CoWorx City provides to you are subject to the following Terms & Conditions (T&C). It is important that you carefully read and understand your rights and obligations in accordance with these T&C.

CoWorx City reserves the right to update the T&C at any time. CoWorx City will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

1. Acceptance of Terms.

The services CoWorx City provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the T&C. The terms and conditions flow down to your visitors and guests and you, the “Resident Member”, are responsible for ensuring that they follow all rules, regulations, and policies of CoWorx City at all times.

2. Description of Services.

CoWorx City will provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as CoWorx City may provide from time to time (collectively, “Services”). The Services at all times are subject to the T&C.

3. No Unlawful or Prohibited Use.

As a condition of your use of CoWorx City, you will not use CoWorx City Services for any purpose that is illegal, unlawful, or prohibited by any local, state, or federal law, statute, policy, or regulation. You may not use Services in any manner that could damage, disable, overburden, or impair any CoWorx City’s server, or the network(s) connected to any CoWorx City 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 CoWorx City 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 CoWorx City, nor should you post or download files that you know or should know are illegal or that you have no rights to, which includes pornographic, gambling, scam, chain letters and/or chain emails.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this T&C 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 Services, you will not:

- a. Use CoWorx City Services in connection with contests, pyramid schemes, pornographic, chain letters, junk email, spamming or any duplicative or unsolicited messages (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 CoWorx City Services or servers;
- 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 unless you own or control the rights thereto or have received all necessary consent to do the same;
- 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, CoWorx City servers, 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 any manner;
- h. Restrict or inhibit any other user from using and enjoying Services;
- i. Violate any code of conduct of other guidelines which may be applicable for any particular Services (at any CoWorx City locations);
- 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; and
- l. Create a false identity for the purpose of misleading others.

5. Disclosure of Information.

CoWorx City reserves the right at all times to disclose any information about you, your participation in and use of Services as CoWorx City deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

CoWorx City reserves the right to edit, refuse to post or to remove any information or materials, in whole or in part, in CoWorx City's sole discretion that does not positively represent the Business Community in which we support. This includes anything on any of

our social media platforms or “City Boards” in any of our CoWorx City locations that are reserved for posting information, jobs, or events for other Resident Members.

6. Confidentiality.

- a. You acknowledge and agree that during your participation in and use of Services you may be exposed to Confidential Information. “Confidential Information” shall mean all information, in whole or in part, that is disclosed by CoWorx City or any participant, user or Resident of CoWorx City 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, know-how, trade secrets, technology, products, employees, customers, marketing plans, vendors, contract support staff, 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 CoWorx City or any analyses, compilations, studies or other documents prepared by CoWorx City or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

- b. Your participation in and/or use of CoWorx City 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 the Confidential Information in any way directly or indirectly detrimental to CoWorx City or any participant or user of CoWorx City.
- c. All Confidential Information remains the sole and exclusive property of CoWorx City or the respective disclosing party. You acknowledge and agree that nothing in this T&C or your participation or use of 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 CoWorx City or any participant or user of CoWorx City.

7. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that CoWorx City 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, CoWorx City provides the Services “as is” and with all faults, and hereby disclaim 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. There is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you the Resident Member.

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

To the maximum extent permitted by applicable law, in no event shall CoWorx City 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 or 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 CoWorx City, and even if CoWorx City has been advised of the possibility of such damages.

10. Termination.

CoWorx City reserves the right to terminate any Service at any time. CoWorx City further reserves the right to terminate your participation or membership in and use of any Services, immediately and without notice, if you fail to comply with the T&C.

11. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless CoWorx City and CoWorx City'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, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of CoWorx City. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by CoWorx City or its respective officers and agents in connection with the defense of such claim or lawsuit.

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 CoWorx City, or any of CoWorx City officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law to include social media platforms.

13. Severability.

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

14. Insurance.

CoWorx City has taken the necessary precautions to insure CoWorx City locations. CoWorx City does NOT provide insurance to cover its Members or Members' Guests property, content, indemnity and/or data insurance. As a Member/User, it is strongly suggested that you carry a Renters Insurance policy to cover your own property, content, indemnity and data while using any of our locations. By initialing here, you understand and agree that you understand that The Bingham Company and/or CoWorx City will not be held liable for any damage that occurs to your property, content, indemnity and data while using any of our premises. _____ (Initials).

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this T&C and further agree to be bound to the T&C regarding my participation in and use of CoWorx City.

Signature: _____

Date: _____

Printed Name: _____