

## **LOOM Coworking Service Agreement Terms and Conditions**

The services LOOM Coworking provides to you are subject to the following Terms and Conditions (T&C). LOOM Coworking reserves the right to update the T&C at any time without notice to you. LOOM Coworking membership application does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis.

### **Services**

LOOM Coworking will provide access to an office space, desk, internet access, meeting rooms, event space, knowledge resources and other offerings of LOOM, hereinafter referred to as "services" as part of membership. Services are subject to availability and to the T&C.

### **Quiet Enjoyment**

All members and guests have the right to quiet enjoyment and any behavior that breaches this will not be condoned. You will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others. This is an open office shared by many different peoples and organizations. Anything said should be expected to be heard by others.

### **No Unlawful or Prohibited Use**

You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any LOOM Coworking's 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 LOOM Coworking 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, nor should you post or download files that you know or should know are illegal or that you have no rights to. 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. You may not conduct yourself in a manner that would damage, disable, impair, overburden or cause harm to LOOM's ability to deliver services. The following are prohibited activities that may not happen inside the space, in conjunction with our services or on the property. To include, but not limited to:

- a. Smoking, drug use, being in an intoxicated state.
- b. Keep, store, or bring in any flammable or hazardous materials.
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through servers or in our space.

### **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 LOOM 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 LOOM property or Premises;
- n. Bring any pets onto the LOOM Premises, unless you have a specific need for visual 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, LOOM requests that all members, guests, and clients turn their phones to vibrate while in the Premises. We also ask that you use a phone booth or meeting room for calls longer than three minutes; or
- p. Otherwise violate the Member Agreement, this T&C or any of the Community Norms.
- q. Otherwise exceed the following usage limitations in relation to the shared conference space: Members may not have more than 6 individuals total in a small meeting room or 10 individuals total in a conference room. 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.

### **Access to physical spaces and network assets**

Access is granted to active members for office space and internet. Additionally active members will have access to meeting rooms, events spaces, and other pay-for spaces and services in accordance with the Members' Handbook. You will not grant access, lend keys, share passwords/logins or give codes to anyone. You will not allow nonmembers to enter or use the space unless accompanied by member; You are financially and legally responsible for your guests' actions at all times. You will not attempt to gain unauthorized access to physical area or network assets.

### **Termination of Membership**

LOOM Coworking reserves the right to terminate a member's active membership at any time. In the event of a member termination initiated by LOOM, a prorated refund will be given based on number of days of the month used at time of termination divided by the member's billing that month. No refunds will be given to members who are terminated for non-payment. Members may terminate their membership starting the following month at any time with notice. Notice must be given in writing to [jbelk@loomcoworking.com](mailto:jbelk@loomcoworking.com) fifteen business days in advance of end of month.

### **Invoicing and Payment**

The member is automatically invoiced monthly in advance based on their membership option. Also included is any variable charges such as extra meeting room usage that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for casual usage is paid on the day of use unless other arrangement have been made with LOOM Coworking.

### **Confidentiality**

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 LOOM Coworking or any participant using the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of LOOM Coworking, any analyses, compilations, studies or other documents prepared by LOOM Coworking or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or have reason to know should be treated as confidential. Your participation in and/or use of the Services obligates you to Maintain all Confidential Information in strict confidence; Not to disclose Confidential Information to any third parties; Not to use the Confidential Information in any way directly or indirectly determined to LOOM Coworking or any participant or user of the Services. All confidential information remains the sole and exclusive property of LOOM Coworking or the respective disclosing party. You acknowledge and agree that nothing in this T&C 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 proprietary rights of LOOM Coworking or any participant or user of the Services.

### **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 LOOM Coworking 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.

### **Disclaimer of Warranties**

To the maximum extent permitted by the applicable law, LOOM Coworking 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: 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. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you. LOOM will make a good faith effort to deliver the services outlined in this document and in the Member's Handbook. We however do not guarantee levels of access, internet connections or speeds, services or products of our partners or other third parties who operate in conjunction with LOOM Coworking.

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

To the maximum extent permitted by the applicable law, in no event shall LOOM Coworking 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 LOOM Coworking, and even if LOOM Coworking has been advised of the possibility of such damages. The foregoing limitations, exclusions and disclaimers, including the previous sections shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

### **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 LOOM Coworking, or any of LOOM Coworking officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

**Indemnification**

You release, and hereby agree to indemnify, defend and save harmless LOOM Coworking and LOOM Coworking 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 the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by LOOM Coworking or its respective officers and agents in connection with the defense of such claim or lawsuit.

**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.

**Insurance**

LOOM Coworking carries Liability and Business Personal Property insurance. As a user, you are not required but it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as your property the premises of LOOM Coworking. LOOM Coworking will not be responsible for theft or damage not covered by your insurance.

**Force Majeure**

Any delay or failure in the performance by LOOM Coworking hereunder shall be excused if and to the extent caused by the occurrence of Force Majeure. For purposes of this agreement "Force Majeure" shall be defined as any circumstance not within the reasonable control of LOOM despite the exercise of reasonable diligence; circumstances to include but not limited to: fire, flood, acts of God, hurricanes, riots, vandalism or theft.

**Photo, video and audio**

Members hereby grant permission to use their likeness in a photograph, written works, video and audio or other digital reproduction in any and all of its publications, including website entries. Members further give permission for use of images in any and all of its publications, including website entries, products, web properties, videos, and other marketing materials. Members understand and agree that these materials will become the property of and will not be returned. Members hereby irrevocably authorize LOOM Coworking and associated parties to edit, alter, copy, exhibit, publish, sell, license or distribute photos, videos, written works, audio including uses in commercial and revenue generation or for any other lawful purpose. Additionally, Members waive any right to royalties or other compensation.

I certify that I am of legal age to enter into this agreement. I hereby represent and warrant that I have all requisite legal powers and authority to enter into and abide by the T&C with no further approval or authorization on behalf of myself or the company, entity, or party I represent.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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