

Virtual Membership Contract (rev 09-20)

Contract Date: _____ Member Name: _____ Company Served: _____

Primary/Home Address: _____ Email: _____

Phone: _____ Assigned Address (suite #): _____ *Other representative allowed to pick up mail: _____

Space/Services Contracted for: **Virtual membership with Mailbox Services (Tier and/or additional services listed below)**

Membership beginning date: _____ Validity: Until _____ *with option to renew the virtual membership or until agent services are no longer needed (if applicable)*

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 an annual basis.

Please initial the level of membership or ongoing services you are requesting:

_____ **Tier 1:** Since all of our members do not utilize the LOOM mailing address as a way to be registered on Google Business and other search optimization services, we will continue to have our standard Virtual membership which renews annually based on when members' joined. This service is \$20/month, paid on an annual basis (\$240 due at signing). Members MAY NOT use the LOOM address for Google Business registration with this tier of membership. The following are existing services remaining for previous as well as new Tier 1 Virtual members:

- A professional business address (with your new individual suite number) to use on your business cards, website and other written materials
- Mail collection and filing in appropriate folder per member
- Discounts on second business or DBA membership
- Notification of packages, time sensitive mail or courier items upon delivery

_____ **Tier 2:** Includes Tier 1 services include the above, as well as the following:

- Use of our business address (with your new individual suite number), as marketing collateral, including search engine optimization services and Google Business listing.
- Two coworking day passes per month which can be used by you or any staff member. They do not expire, can be accumulated month to month, and can be traded in for hourly pre-reserved meeting room use. This is a \$40 value.
- Total fee is \$50/month, paid on an annual basis (\$600 due at signing).

_____ **Certified agent services:**

- This service can be added to any tier of membership or can be utilized independently.
- Fee = \$20/month

Ala Carte services can be utilized (as needed), by any tier of Virtual member.

- Access to member business communication network SLACK which includes member event postings, group discussions, private messages, information file sharing and more
- After-hours access to mail pickup
- Additional access to meeting rooms and coworking spaces at a discounted rate
- Digital mail (scanning and emailing of mail); Printing and scanning on-site at member rate
- On site notary services
- Outgoing mail services (free USPS boxes, metered mail, etc.)

Services

Benefits include use of 120 Academy (+ Suite #), Fort Mill, SC 29715 for mail receipt, Google maps registration, filing and registering for all items and services related to the formation and running of _____ (Company name) based on level of membership indicated above. Access times for mail pickup is Monday thru Friday, 8:00 am to 5:00 pm. LOOM will not sign for packages delivered unless they are clearly labeled with name or company name of virtual member, and will not be held longer than 3 business days. It is the responsibility of the member to acquire any business licenses or handle any other requirements of the Town of Fort Mill.

If Virtual member decides at any time to upgrade services, LOOM Coworking will also provide access to an office space, desk, internet access, meeting rooms and event space. Knowledge resources and other offerings of LOOM, hereinafter referred to as “services” will be offered as part of part-time or full-time membership. Services are subject to availability and to the T&C (terms and conditions).

Receipt of Mail notification by LOOM

When mail is delivered for a virtual member, LOOM will contact the member under the following circumstances; the mail is certified, a box/package, Fed-Ex, UPS, DHL, check/payment or other mail that appears time sensitive or important. LOOM will not contact virtual members every time mail is received for them. It is the virtual members responsibility to stop by LOOM on a regular basis to check their mail folder. If you are expecting a special delivery, please inform LOOM of all pertinent details *prior* to the delivery date so we may be aware of its arrival.

Meetings and Visitors

Virtual members are required to purchase Day passes or Booking passes in order to work, or meet clients within the LOOM facility. 2 of these per month are included for Tier 2 members. Please advise your clients that they will need to make a face-to-face appointment in order to meet you at LOOM. We have several people that stop in asking if a virtual member is here. We want to ensure they are aware of the days/times you will be available to meet with them. **Virtual members must not publish hours of operation publicly, but rather indicate that customers must call member to schedule an appointment.*

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 servers, 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.

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 membership term. Notice must be given in writing to jbelk@loomcoworking.com **3 months prior to end of a Tier 1 or 2 membership term (or 3 months in advance for certified agent services)** and member must immediately change all online listings and alert all business associates of the change. No partial refunds will be given.

Invoicing and Payment

The Tier 1 or 2 member is automatically invoiced **annually** in advance based on their membership option. Monthly invoices will be issued for any variable charges such as extra meeting room usage that may have been incurred during the previous period. Payment for casual usage is paid on the day of use, unless other arrangement have been made with LOOM Coworking. *NOTE: You may receive an automated invoice for \$0.00 via Cobot after you have paid for your annual membership. Please disregard this invoice.*

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 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.

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.

CREDIT CARD INFORMATION (Debit cards not accepted; Credit card must be kept on file) Name: _____
Billing Address: _____ City, State, Zip: _____
Account Number: _____ Exp Date: _____ (MM/YYYY) CVV2 Number: _____ (# on back of card)

Once invoice is paid, you will receive confirmation and additional forms (if applicable). Once completed, the address may be used as contracted.

Printed Name: _____ Signature: _____ Date: _____

Jennifer Blanchard Belk, MAE, LEED AP



Director and Programming Coordinator