

# **WORK Terms of Use**

## **Acceptance of Terms**

Your access and use of WORK services are subject to the Terms of Use (“TOU”) as defined herein and in the WORK Member Agreement (referred to hereinafter as “Agreements”).

## **Services Description**

WORK shall provide you access to work space, office equipment, Internet access, conference space, events, activities, and other services as specified in the Member Agreement (referred to hereinafter as “Services”).

## **Use of the Service**

Your use of the Services is subject to the terms, conditions and notices of the Agreements. Any violation of the terms, conditions and notices of the Agreements shall result in the immediate termination of your Member Agreement and access to the Services.

You hereby represent and warrant that you are over 18 years of age and that you have all requisite legal power and authority to enter into the Agreements and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services shall not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

## **Authorized Usage**

As a condition of use, the Services must be accessed only via the methods (passwords, codes, access cards, etc) provided by WORK and you may not attempt to gain unauthorized access to Services or information (including other member’s information).

Your use of the Services may not inhibit any other parties’ use or enjoyment of the Services. Additionally, your use of the Services may not damage, disable, or impair WORK equipment, supplies, network(s), premises, or any physical infrastructure (building, electrical, wiring, etc) used to provide the Services. This condition shall include any systems, services, networks, and infrastructure WORK connects to or uses to provide the Services. These conditions apply during WORK events and/or activities even if not on WORK premises.

As a condition of your use of the Services you agree that when participating in or using the Services, you shall not:

- a. Violate any code of conduct or other guidelines which may be applicable for any particular service as may be further defined in the associated Member Agreement;
- b. Harvest or otherwise collect information about other WORK customers, including email addresses, without the authorization or consent of the disclosing party;
- c. Use the Services in connection with any violation of state or federal law or regulation;
- d. Partially or fully obstruct any hallway, entrance, or exit;
- e. Create any circumstances of disrepair or damage to any WORK property or premises;
- f. Bring any pets except doctor-approved assistance animals to WORK premises, activities, or events;
- g. Use cellular phones or other communication devices in a manner that is disruptive to other members;

## **Required Disclosures and Privacy Policy**

WORK shall not sell information about your participation in the Services to any other third parties. Additionally, WORK shall not publish your name in a public member directory without your explicit permission to do so. Permission to publish your name shall be asked during the registration process for the Services and your preference shall be preserved by WORK. If you wish to change your preference you may notify WORK at any time of your preference change and WORK shall modify your preference and add or remove your inclusion in the member directory within 48 hours. Member directory information shall only be presented on web pages utilizing SSL (https) security.

WORK reserves the right to:

- a. Selectively post or remove information or materials from the member directory or other web site presence it maintains;
- b. Disclose information about your use of the Services to satisfy applicable legal, regulation, or governmental requests.

## **Confidentiality**

You agree and acknowledge that during the course of your use of the Services there may, and likely be, unintended disclosures of confidential information from other persons using Work Services. You agree that such disclosure grants you no rights or privileges to

such confidential information and that such information remains the sole property of the disclosing person.

You agree that such confidential information shall be maintained by you in confidence, and shall not be disclosed by you to any third party. You agree to protect such confidential information with the same degree of care as you normally use in the protection of your own confidential and proprietary information, but in no case with any less degree than reasonable care.

You agree not to use such confidential information for any purpose, including without limitation a business or professional purpose, or a purpose related to any potential economic gain, or to exploit the confidential information in any way whatsoever.

Further, you hereby hold harmless and indemnify Work for any claims, losses, costs, fees, liabilities, damages or injuries arising out of the disclosure of your confidential information or your use of the disclosed confidential information of another person.

For purposes of this section of the TOU, “confidential information” shall mean, without limitation, the following:

- a. Personal, professional, or business information which would reasonably or logically be considered confidential or proprietary;
- b. Personal, professional, or business information which is typically not disclosed to third parties ;
- c. Personal, professional, or business information which would likely, or have a tendency to, expose the disclosing person to embarrassment, ridicule, or any type of injury or damage.

## **Use and Liability**

As a condition of your use of the Services, you agree to hold WORK harmless from any and all losses and damages resulting from or relating to:

- a. Your ability to access or use the Services;
- b. Loss of information relating to your use of the Services.

## **Termination, Cancellation, and Refunds**

Notwithstanding any terms or provisions of the Agreements to the contrary, WORK reserves the right to terminate any Service at any time and return the unused portion of any associated fees to you. WORK further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the Agreements.

You understand and agree that upon termination:

- a. You shall lose all access to the Services;
- b. All mechanisms that provide access to the Services shall be disabled;
- c. You shall remove any personal property from any WORK premises within 48 hours.

You may cancel your use any of the Services at any time through written notice to WORK. The conditions of cancellation and any associated refunds or fees are indicated in the Member Agreement.

## **Indemnification**

You release, and hereby agree to indemnify, defend and save harmless WORK, 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, or fraud in connection with the participation in or use of the Services.

## **Insurance**

WORK carries liability insurance. You are not required to have personal insurance but it is strongly suggested that you carry an insurance policy to cover your own equipment and personal property while on WORK premises.

## **Other Terms and Conditions**

As a condition of your usage of the Services, you agree to and understand the following terms and conditions:

- a. You understand that WORK reserves the right to ask you to remove any items that are unsightly in WORK's sole judgment.
- b. You shall keep any pathways and means of egress and ingress free of obstruction.
- c. You understand that access to WORK premises is for users of the Services only and not open to the general public. You are allowed to bring persons ("Guests") on to WORK premises only during your reserved conference room times and during events that WORK identifies as open to the public.
- d. You are not allowed to bring total number of Guests onto WORK premises that exceed the capacity limits of the conference room that you have reserved. These limits are defined in the Member Agreement.
- e. WORK reserves the right to deny access to the Services and WORK premises to any persons that in its sole judgment may endanger or otherwise harm WORK, WORK premises, any other user of the Services, or any other person including Guests.
- f. Your use of the Services shall keep WORK premises clean and you shall not use any facilities or equipment in any manner other than its intended use. Any

damage or extra janitorial service that is due to your non-standard use shall be born by you.

- g. You shall not use WORK premises as lodging or as a residence.
- h. Any cooking on the premises shall be done using WORK provided kitchen appliances only.
- i. You shall not bring any combustible materials or fluids onto WORK premises.
- j. You shall not use any method of heating, air conditioning, or other air treatment (for humidifier, dehumidifier, or air scent devices) other than those provided by WORK.
- k. You shall not introduce any wiring (telephone or electrical) into the electrical and phone system of the WORK premises and/or change WORK wiring. You are allowed to power your personal electronic devices via the supplied electrical outlets.
- l. You shall return any keys or access cards that have been given to you by WORK on or before the date of termination of your use of the Services for which they have been provided.
- m. You shall not copy any keys or access cards that may be provided to you by WORK for your use of the Services.
- n. You shall not share any access codes or keys that have been provided to you by WORK with any other persons, including other users of the Services.
- o. You shall actively maintain the confidentiality and security of any access codes and keys issued to you by WORK.
- p. You shall notify WORK immediately if you know or come to believe that the confidentiality or security of your access codes or keys has been compromised in order that WORK may disable them as soon as possible. WORK shall then reissue new access codes and keys to you provided the loss has not been the result of gross negligence. WORK reserves the right to charge a replacement fee for any reissued keys and codes. If a fee is required, WORK shall notify you of the charge in advance of issuing the replacement.
- q. You shall not install any floor covering, furniture, or appliances unless approved by WORK.
- r. You shall ensure that all doors are closed and secured when entering or leaving the building.
- s. You shall not prop any doors open or otherwise use any potential points of ingress or egress in such a manner that the security or safety of WORK premises is compromised.
- t. You shall cause all doors to the Premises to be closed and securely locked before leaving the Building.
- u. You shall not use pictures of WORK premises to promote or advertise your business without the prior written consent of WORK.
- v. You shall not adjust the controls of any heating or air conditioning units without the prior consent of WORK.
- w. You shall ensure that any incidents of illegal activity on WORK premises are immediately reported to a WORK employee.
- x. You shall immediately report any vulnerability in the WORK premises that may facilitate theft or other illegal activity.

- y. You shall not sell any retail items on or from the WORK premises without the prior written consent of WORK.
- z. Access to WORK premises shall be restricted outside of normal business hours (Monday through Friday, 9AM through 5PM) and on federally observed holidays. From time to time WORK may also restrict access during normal business hours for special purposes or events. During these restricted times access shall be controlled via a door lock system utilizing access codes. Users of services that require access during restricted hours (for example membership with 24/7 access rights) shall be granted an access code to gain entry via the door lock system. The valid access times may vary per user of the Services depending on the services to which the user is entitled and this door lock system shall verify the access codes of all persons seeking access to determine if they have rights of access to the Premises at the specific time of entry. WORK shall in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of your failing to properly identify yourself through the use of an access code, power outage, or other unplanned access system failure.
- aa. You shall not change any locks on any doors or equipment without the prior written consent of WORK.
- bb. You understand that for safety and security reasons WORK premises may be under recorded video surveillance at all times and in all areas, both inside and outside, except restrooms. This surveillance may be stored for any period of time by WORK. WORK shall indicate via sign that video surveillance is active.
- cc. You shall immediately notify WORK of any accidents or defects in any mechanical, electric, plumbing, or network systems.
- dd. You shall notify WORK immediately of any system fault or other problem at the premises that may present a safety or security risk.
- ee. You shall not represent to any person, entity, or governmental agency any of the following:
  - a. That WORK is your employee or employer;
  - b. That WORK is your agent or partner;
  - c. That WORK premises is your residence.

## **Network Policy and Other Usage Terms and Conditions**

Wireless Internet access is made available to you for your use while on WORK premises. Your access to this wireless Internet shall be controlled by wireless keys, individually granted to you for your sole use. In order to control the quality and equability of Internet access for all WORK users, your wireless access shall be logged and may be limited to specific access times and network speeds. The degree to which these time and bandwidth limits may be applied may vary for each service and is specified in the Member Agreement to which this TOU is associated. Your wireless keys shall only be valid when you have active access the Services. WORK may choose to extend your access outside of these times or increase your bandwidth limits at its sole discretion.

You shall be granted one unique key for wireless Internet access per device that you may use on WORK premises. It is the policy of WORK to grant one key for primary computer access and one key for mobile device access. WORK may at its sole discretion choose to issue more keys to you for additional devices. WORK reserves the right to change your access keys at any time.

Service interruptions may occur from time to time and shall be handled promptly. WORK is not responsible for any loss resulting from such interruptions, including without limitations loss of data or business.

As a condition of your usage of the Services, you agree to and understand the following terms and conditions related to the use of WORK Internet and network access:

- a. You shall not provide or provide alternative means of access to WORK's network through any device connected to WORK's access including via devices connected to the WORK network via a valid WORK issued wireless key.
- b. You agree that sharing any network access related to the Services with another party without prior written permission of WORK breaches this TOU and may constitute fraud or theft, for which WORK reserve all rights and remedies.
- c. You understand that it is your responsibility to protect your computer equipment and data against theft, virus, or other malicious attack.
- d. You shall not use a wireless key on any device other than the device for which it was issued.
- e. You shall not to transfer any aspect of the Service to another user or person for profit or other use.
- f. You shall not share or distribute any WORK issued IP address externally or to any third party service or system without the prior written consent of WORK.
- g. You shall not connect to any WORK ethernet ports or other network access methods other than the wireless to which you have been issued access keys without explicit prior written permission of WORK.
- h. You understand that you shall be assigned an IP address every time you access the WORK network, that the assigned IP address shall vary, and that you cannot transfer this IP address to another device or user.
- i. You shall not use any network analysis software or equipment to evaluate the WORK network or WORK network traffic.
- j. You agree that use of the WORK network is for your personal use while you are present at WORK premises and that you shall not install and attach any physical or software server to the WORK network without the prior written permission of WORK. This includes any software or network services that could allow or generate inbound or outbound network activity.
- k. You understand that in order to maintain the quality service for all customers it is the policy of WORK that all users listen to music files hosted on their own devices and not use streaming media services. Examples of such services are Pandora and Spotify. WORK may, at its sole discretion, disallow and actively block the use of any streaming media services.

- l. You agree to not use any of the Services, any access method for the Services, any network, website, or any other system related to the Services, for purposes that are fraudulent, unlawful, harassing, abusive, or in any way damage or cause risk to the business of WORK, WORK employees, other WORK users, any other person, or any other business.
- m. You agree to cooperate with WORK in investigating any suspected violations of this TOU.
- n. You understand that if WORK suspects that you have violated the law or the terms of this TOU or any associated Member Agreement, WORK shall investigate and reserves the right to immediately terminate any access to the Services without notice to you and/or cooperate with any law enforcement authorities in bringing legal proceedings relating to the violation.

## **Community Behavior Norms**

A critical aspect of the WORK Services is the community WORK users and the professionalism of the shared WORK environment.

As a condition your use of the Services, you agree to the following terms and conditions regarding the standards of use of the Services and WORK premises:

- a. You shall maintain a professional, non-disruptive demeanor during your use of any of the Services.
- b. You shall treat other users of the Services, Guests, and any other person with respect at all times while on WORK premises or using the Services.
- c. You agree that while it is encouraged to buy and sell services from other WORK members as long as within the terms and conditions of this TOU, you shall not directly solicit other members.
- d. You understand that you shall be accountable for the behavior of any Guests that you bring to WORK premises and events.
- e. You shall maintain a clean workspace and shall cooperate with WORK staff and other WORK users in ensuring that the WORK premises are kept to a high standard of cleanliness.
- f. You shall not play any music in an audible manner that disturbs other users of the Services.
- g. While you can use unreserved conference rooms at any time, you understand and agree that conference rooms are to be made immediately available to the reserving party during any reservation time, even if the reserving party is late for their reservation time. You additionally agree that you shall return it to a high standard of cleanliness after any use.
- h. You shall not use your phone in a room or zone of WORK premises that is indicated to be a quiet area via sign or other mechanism.
- i. You shall talk only very briefly and quietly in a room or zone of WORK premises that is indicated to be a quiet area via sign or other mechanism.

- j. While it is allowable to use your phone in all zones of WORK except those indicated to be quiet areas, you agree that you shall maintain a non-disruptive, professional demeanor while on the phone.
- k. You understand that WORK is a completely smoke-free environment and shall not smoke within 20 feet of WORK premises, including any parking lot associated with WORK.
- l. You understand that there is limited parking at WORK premises and that this parking is on a first come, first served basis and may at WORK's sole discretion be restricted in use. You understand that only 50% of the parking lot at WORK premises is for WORK users and that WORK may, at any time and at its sole discretion, ask you to move your car. You further understand that your use of the WORK parking lot is only to be used during your use of the Services at the WORK premises.
- m. You agree to keep the kitchen clean and do your own dish cleanup.
- n. You agree to label and date any food in the WORK refrigerator and understand that WORK may post times that the refrigerator shall be cleaned of old or abandoned food.
- o. You understand that other businesses operate near or at the same location as WORK premises and you shall cooperate with WORK in responding to any concerns or complaints brought about these other businesses with regards to any use of the WORK Services.

## **Other Terms and Conditions**

- a. This TOU and the Member Agreement constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
- b. No waiver shall be binding on WORK unless executed in writing by an authorized representative of WORK.
- c. This TOU and the Member Agreement shall be binding on your heirs, legal representative, successors and assignees.
- d. Nothing in this TOU or the Membership Agreement shall be construed as creating any of the following relationships:
  - 1. Landlord - tenant ;
  - 2. Employer-employee ;
  - 3. Principal-agent ;
  - 4. Owner-independent contractor ;
  - 5. Entity-stockholder ;
  - 6. Partners ;
  - 7. Joint venturers.

## **Severability**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall be no way be affected, impaired or invalidated.

## **No Assignment**

You shall not assign in whole or in part your use of the Services or your rights under the Agreements without the advance written consent of WORK.

## **Notice**

As a condition of your use of the Services, you shall provide WORK with your current mailing and email address at the time of the agreeing to this TOU and the associated Member Agreement. You agree that you shall notify WORK promptly of any changes to either of these addresses.

All notices, requests, demands or other communications for which this TOU, the Member Agreement or Community Norms provides shall be in writing and shall be sent via regular first class mail *and* via email to the last known mailing and email address.

If to WORK:

Email: [info@workpetaluma.com](mailto:info@workpetaluma.com)

First class mail:

WORK  
10 Fourth Street  
Petaluma, CA 94952  
Attn: Natasha Juliana, Matthew Moller

## **Attorney Fees**

Should any party retain counsel for the purpose of enforcing any provision of this Agreement or claiming any breach of any of its provisions, including, but not limited to, the institution of any action or proceeding to enforce any provision, for a declaration of such party's rights or obligations under this Agreement or for any other judicial remedy, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to reasonable attorney's fees for the services rendered to such prevailing party.

## **Governing Law**

The rights and obligations of hereunder shall be governed by, construed by, and enforced in accordance with, the laws of the State of California. The venue for the resolution of any dispute arising out of this TOU, the Member Agreement or Community Norms shall be Sonoma County, California.

## **Modification**

WORK may in its sole discretion, upon written notice, change the Terms of Use and the associated Member Agreement.

## **Term**

The Agreements shall be in effect until either party gives formal written notice of cancellation or termination.

## **Acknowledgment**

You hereby acknowledge that you have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU and any terms specified in the Member Agreement regarding your participation in and use of the Services.