

Terms of Use

Terms of Use (“TOU”) and the terms and conditions set forth herein are hereby fully incorporated into and made a part of the Membership Agreement (the “Agreement”).

The services Cowork Tahoe LLC (the “Lab”) provides to each Member(s) pursuant to the Agreement, which may include access to office space, internet access, office equipment, conference space, knowledge resources, and other services the LAB may determine from time to time (collectively, “Services”) shall at all times be subject to this the following:

1. Parties.

This Agreement is made and entered into the Effective Date of the New Member Agreement by and between Cowork Tahoe LLC (“the LAB”) and signed Member, collectively referred to in this Agreement as the “Parties.”

2. Acceptance of Terms.

Member hereby represents and warrants that Member have all requisite legal power and authority to enter into and abide by the terms and conditions of the Agreement and no further authorization or approval is necessary. Member further represents and warrants that his/her/their 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 he/she/they are a party.

3. No Unlawful or Prohibited Use.

Member will not use the Services for any purpose that is unlawful or otherwise prohibited by the terms hereof. Member may not use the Services in any manner that could damage, disable, overburden, or impair any Lab equipment, server, or the network(s) connected to any Lab server, or interfere with any other party’s use and enjoyment of any Services. Member may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Lab server or to any of the Services, through hacking, password mining or any other means. Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

4. Use of services.

Member agrees that when participating in or using the Services, Member will not:

- a. Use the Services in connection with contests, pyramid schemes, 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, pornographic, indecent or unlawful topic, name, material or information on or through Cowork Tahoe LLC;
- 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 Member 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 Member knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Intentionally restrict or inhibit any other Member from using and enjoying the Services;
- i. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- j. Violate any applicable laws or regulations; and
- k. Create a false identity for the purpose of misleading others.

The LAB reserves the right to determine, in its sole and absolute discretion, whether Member(s) conduct violates the prohibitions contained herein.

5. Privacy.

Member acknowledges that the LAB will not disclose any confidential information about Member unless required to do so by court order, applicable law, or regulation. The LAB reserves the right to edit, refuse to post or to remove any information or materials posted on its servers or on any network connected to its servers, in whole or in part, in The LAB's sole and absolute discretion.

6. Confidentiality.

- a. Member acknowledges that during Member's participation in and use of the Services, Member may be exposed to Confidential Information. "Confidential Information" shall mean any information, in whole or in part, that is disclosed by the LAB, or any participant or user of the Services or any employee, affiliate, or agent thereof, that reasonably could be considered nonpublic, confidential or proprietary in nature.
- b. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, 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 the LAB, any analyses, compilations, studies or other documents prepared by the LAB or otherwise derived in any manner from the Confidential Information and any information that Member knows or has reason to know should be treated as confidential.
- c. Member agrees that Member shall:
 - I. Maintain all Confidential Information in strict confidence;
 - II. Not disclose Confidential Information to any third parties;
 - III. Not use the Confidential Information in any way that is directly or indirectly detrimental to the LAB, or any participant or user of the Services.
- d. All Confidential Information shall remain the sole and exclusive property of the LAB or the respective disclosing party.

- e. Nothing in this Agreement or Member participation or use of the Services shall be construed as granting any rights to Member, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights owned by the LAB, or any participant or user of the Services.

7. Participation In or Use of Services.

Member acknowledges and agrees that Member is participating in or using the Services at Member's own free will. The LAB does not have any direct, indirect or consequential liability to Member with respect to Member's access, lack of access, participation in, use of, or loss of information resulting from use of the Services.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, the LAB provides the services "as is" and with all faults, and hereby disclaims 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. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, or non-infringement. The entire risk arising out of participation in or the use of the Services remains with Member.

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

To the maximum extent permitted by applicable law, in no event shall the LAB, affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable to Member for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, loss of profit, 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 the LAB, and even if the LAB has been advised of the possibility of such damages.

10. Limitation of Liability and Remedies.

Notwithstanding any damages that Member might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of the LAB, affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of the Agreement and Member exclusive remedy for all of the foregoing shall be limited to actual damages incurred by Member not to exceed ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Non-Disparagement.

Member 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 the LAB, or any of the LAB's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

12. Indemnification.

Member releases, and hereby agrees to indemnify, defend and save harmless the LAB and the LAB'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 (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of Member negligent actions, errors and omissions, willful misconduct and/or fraud in connection with the participation in or use of the Services. Member further agrees in the event that Member bring a claim or lawsuit in violation of this agreement, Member shall be liable for any attorneys' fees and costs incurred by the LAB or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. Insurance.

The LAB will carry Liability and Business Personal Property insurance under such terms and in such amounts as it determines in its sole and absolute discretion. As a member, it is strongly suggested that Member carry a renters insurance and/or their own personal business insurance policy/ies to cover Member's own equipment and business while using our space. That policy may cover Member's current residence/office, as well as the premises of the LAB.

14. Amendment and Termination.

The LAB reserves the right to revise, modify and update the terms herein at any time. The LAB will attempt to contact Member to notify Member of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement. The LAB reserves the right to terminate any Service at any time. The LAB further reserves the right to terminate Member participation in and use of any Services, immediately and without notice, at any time. MEMBER EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY THE LAB NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND THE LAB MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON AT ANY TIME. Upon termination, Member agrees to immediately remove any and all of Member personal property from the Premises. However, in the event the LAB terminates Member's participation in and use of any Services without cause, the LAB shall provide Member with a refund of any of any paid but unused Membership Fees.

15. Assignment.

This Agreement **may not be assigned** by Member without the express written consent of the LAB.

16. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. Attorneys' Fees.

In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation arbitration, or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.

18. Construction.

Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

19. Execution and Counterparts.

This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

19. Governing Law.

This agreement shall be governed by, and interpreted in accordance with the laws of the State of Nevada. The parties hereby agree that any legal action or proceeding shall be brought in the courts of the State of Nevada. The parties further agree to submit to the jurisdiction of the State of Nevada and consent to the service of process in accordance with applicable procedures and rules of said jurisdiction.

20. Additional General Terms.

By signing this TOU, Member furthermore agrees to the following additional general terms and conditions of such membership:

- a. Member shall not place anything, or allow anything to be placed, in the common areas, in any, or near any windows, doors, partitions or walls which may in the LAB's judgment, appear unsightly from the common areas or from the outside of the building in which the Premises are situated ("Building").
- b. The sidewalks, halls, passages, exits, entrances, and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and the LAB shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of the LAB, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither Member nor any of Member's employees or invitees shall go upon the roof of the Building.
- c. The toilet rooms, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by Member or Member's employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be born by Member.
- d. Member shall not cause any unnecessary janitorial labor or services by reason of Member's carelessness or indifference in the preservation of good order and cleanliness.
- e. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for either short-term or long-term lodging.

- f. Member shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by the LAB.
- g. The LAB shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting of wires is to be allowed without the consent of The LAB. The locations of telephones, call boxes and other office equipment affixed to the Premises are determined by the LAB, in its sole discretion.
- h. Upon the termination of Services, Member shall deliver to the LAB all keys for offices and rooms which shall have been furnished to Member. In the event of the loss of any keys so furnished, Member shall pay the LAB therefore. Member shall not make, or cause to be made, any such keys, Member shall order all such keys solely from the LAB and Member shall pay the LAB for any additional such keys over and above the set(s) of keys originally furnished by the LAB.
- i. Member shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the LAB
- j. No furniture, packages, supplies, equipment or merchandise will be received in the Building except between such hours as shall be designated by the LAB.
- k. Member shall cause all doors to the Premises to be closed and securely locked before leaving the Building.
- l. Without the prior written consent of the LAB, Member shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising Member's business, except Member may use the address of the Building as the address of Member's business.
- m. Member shall cooperate fully with the LAB to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls. Member shall keep corridor doors closed.
- n. Except for the LAB's gross negligence, Member assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- o. Except with the prior written consent of the LAB, Member shall not sell or cause to be sold any items or services at retail in or from the Premises, nor shall Member carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building without written consent of the LAB.
- p. Member shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises, nor store goods, wares or merchandise on the Premises. Member shall not allow any vending machines on the Premises without the LAB's prior consent.
- q. All freight must be moved into, within and out of the Building under the supervision of the LAB and according to such regulations as may be promulgated by the LAB. All moving of furniture or equipment into, within or out of the Building by Member shall be done at such time and in such manner as directed by the LAB or its agent.
- r. On Sundays, federally observed holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, and stairwells will be controlled by the LAB through the use of key system. The LAB shall in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of Member's failing to properly identify

Member's self through the use of a key, or through the failure of the Building to be unlocked and open for access by Member, Member's employees and general public. Nothing contained herein shall obligate the LAB to provide such key system or to make the LAB liable for any act or omission or failure of such system and the card keys which may be provided.

s. Member shall not change locks or install other locks on doors without the prior written consent of the LAB.

t. Member shall give prompt notice to the LAB of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to Member so the same may be attended to properly.

u. Internet Policy: Wireless access to The Internet is provided during Member's membership. Service interruptions, if they occur, will be handled as promptly as possible. The LAB is not responsible for any data, business or other losses as a result of such interruptions. Member is responsible to protect Member's own computer and data from electrical surges, theft, virus, or other malicious attack. Unless otherwise set forth by the LAB in writing, Members are receiving a single user account solely for Member's use of the Services through one unit per login session. Member agrees not to resell any aspect of the Service, whether for profit or otherwise, share Member's IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. Member agrees that sharing the Service with another party breaches this TOU and may constitute fraud or theft, for which the LAB reserve all rights and remedies. Members have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that Member use on our network. The LAB may change Member's address, log-in name or password at any time. The LAB will assign Member an IP address each time Member access the Service, and it will vary. Member may not assign Member's log-in name, password or IP address to any other person. Member agrees not to use the Service, any the LAB or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: a. violating any applicable law or regulation; b. Posting or transmitting content Member do not have the right to post or transmit; c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; d. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion; e. Attempting to intercept, collect or store data about third parties without their knowledge or consent; f. Deleting, tampering with or revising any material posted by any other person or entity; g. Accessing, tampering with or using non-public areas of the Service or any the LAB or related website, computer systems or network; h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; i. Attempting to access or search the Service or any the LAB or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by The LAB or other generally available third party web browser; j. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail"; k. Using the Service or any the LAB or related website or network to send altered, deceptive or false source-identifying information; l. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any The LAB or related website or network; m. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any the LAB or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any The LAB or related website or network; or n. Impersonating or misrepresenting Member's affiliation with any person or entity. If the LAB suspects violations of any of the above, the LAB will investigate and may institute legal action, immediately deactivate Service to any

account without prior notice to Member, and cooperate with law enforcement authorities in bringing legal proceedings against violators. Member agrees to reasonably cooperate with the LAB in investigating suspected violations.

v. Member shall not install, maintain or otherwise locate at the LAB any computer server of any kind, whether hardware or software.

21. Effectiveness of Agreement.

This Agreement shall be effective as of the date set forth herein.