

Twin Cities Coworking Terms of Use

The following are terms of a legal agreement between you and Twin Cities Coworking (TCCW). By attending, joining or accessing any TCCW location or accessing, browsing, or using the TCCW web site(s), you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, please do not use this enter, join or access TCCW locations or web site.

TCCW may, without notice to you, at any time revise these Terms of Use and any other information defined by TCCW or contained in the TCCW web site by updating this document. TCCW may also make improvements or changes in products, services, or programs described in this site at any time without notice.

1. Acceptance of Terms. You, the undersigned, are subject to the following Terms of Use ("TOU") in connection with the scope of services ("Services") provided by Twin Cities Coworking. ("TCCW"). TCCW reserves the right to update the TOU at any time, at which point an electronic, master copy will be updated and made public through the website: <http://www.twincitiescoworking.org>.

2. Description of Services. TCCW may provide you with access to physical office space, work stations, Internet access, business resources, and other services as TCCW may provide from time to time. The Services at all times are subject to the TOU.

3. No Unlawful or Prohibited Use. (a) As a condition of your use of the Services, 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 TCCW server, or the network(s) connected to any TCCW 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 TCCW 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.

(b) 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 TOU 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 the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, phishing or any duplicative or unsolicited message (commercial or otherwise).
- b. Defame, abuse, harass, 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 TCCW 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.
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancel bots, 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 of other guidelines which may be applicable for any particular Service (including the Building Rules for 250 2nd Avenue Minneapolis MN).
- 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. **TCCW reserves the right.** You agree that when becoming a member of TCCW that TCCW may at any time disclose any information about you, your participation in and use of the Services as TCCW deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in TCCW's sole discretion.

6. **Confidentiality.** (a) 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 TCCW or any participant or user of the Services 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, 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 TCCW, any analyses, compilations, studies or other documents prepared by TCCW 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 the Services 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 TCCW or any participant or user of the Services.

(c) All Confidential Information remains the sole and exclusive property of TCCW or the respective disclosing party. You acknowledge and agree that nothing in this TOU 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 or proprietary rights of TCCW or any participant or user of the Services.

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 TCCW 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, TCCW 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. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND 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.

9. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TCCW 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 TCCW, AND EVEN IF TCCW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. Limitation of Liability and Remedies. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING,

WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF TCCW 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 UNDER ANY PROVISION OF THIS TOU AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO 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. Termination. TCCW reserves the right to terminate any Service at any time. TCCW 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 TOU.

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

13. Indemnification. You release, and hereby agree to indemnify, defend and save harmless TCCW and TCCW'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 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 attorneys' fees and costs incurred by TCCW or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. Governing Law; Dispute Resolution; Jurisdiction. This TOU shall be construed in accordance with the laws of the State of Minnesota (without reference to principles of conflicts of laws). The parties agree that any and all controversy or claims arising out of or related to this TOU or the breach thereof or the participation in or the use of the Services shall be first settled by way of good faith negotiation. Any claim, controversy or dispute between the parties arising in connection with this TOU or the breach thereof or the participation in or the use of the Services that cannot be settled through negotiation shall be resolved by binding arbitration in accordance with the Comprehensive Arbitration Rules and Procedures (Streamlined Arbitration Rules and Procedures) of JAMS in Hennepin County in the State of Minnesota under the Laws of Minnesota, or at another location agreed upon by the parties, conducted by a single arbitrator mutually agreed to by the parties. If the parties shall disagree on a single arbitrator, then the parties shall submit the dispute to a single arbitrator selected by JAMS. TCCW will be entitled to collect its reasonable attorney's fees, arbitration costs, all expenses relating to the collection of the arbitration award, and the like, in addition to and as part of the arbitration award and or judgment entered, if any. The

arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.

15. **Severability.** In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law. I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

SIGNATURE: _____

(PRINT) NAME: _____ **DATE:**

ADDRESS, CITY, STATE, ZIP:

TELEPHONE: _____ **EMAIL:**
