



## SHARED WORKSPACE TERMS OF USE

The following Terms of Use (“TOU”) may be somewhat lengthy, but we want to be careful to ensure that everyone is properly protected. Please feel free to contact [Valerie@4socialchange.org](mailto:Valerie@4socialchange.org) with any questions regarding these items.

### 1. Acceptance of Terms

The services the Center for Social Change shared workspace (the “Center”) provides to you, the undersigned (including but not limited to use of office space and shared services such as access to internet, conference rooms, kitchen, etc.) are subject to the following Terms of Use. The Center reserves the right to update the TOU at any time and will attempt to contact you with any updates within 30 days of their enactment using the contact information provided in the Membership Application. The Center Membership Agreement does not create a tenancy but a prepaid usage license to use the provided amenities on a predetermined basis.

### 2. Description of Services

The Center may provide you with access to office space, workstations, Internet access, office equipment, conference space, knowledge resources, and other services (collectively, “Services”). The Services at all times are subject to the Membership Agreement, this TOU and the Community Values & Norms.

### 3. No Unlawful or Prohibited Use

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 or that are prohibited by the Community Values & Norms. You may not use the Services in any manner that could damage, disable, overburden, or impair any Center 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 Center 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 TOU and all Community Values & Norms 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, spimming 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, indecent or unlawful topic, name, material or information on or through the Center servers.
- d. Upload, or otherwise make available, file that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, 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, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- g. Download any file 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 (including the Building Rules for 2103 Coral Way).
- j. Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations; or
- l. Create false identity for the purpose of misleading others.

## **5. The Center's Required Disclosures.**

The Center reserves the right at all times to disclose any information about you, your participation in and use of the Services as the Center 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 the Center's sole discretion.

## **6. Confidentiality**

- a. You acknowledge and agree that during your participation in and use of the Services you may exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by the Center or any participant of user of 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 the Center, any analyses, compilations, studies or other documents prepared by the Center or otherwise derived in any manner from the Confidential Information that you are obliged 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 maintain all Confidential Information in strict confidence; not to disclose Confidential Information to any third parties; not to sue the Confidential Information in any way directly or indirectly detrimental to the Center or any participant or user of the Services.

c. All Confidential Information remains the sole and exclusive property of the Center or the respective disclosing party. You acknowledge and agree that nothing in the Membership Agreement, this TOU or Community Norms, 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 the Center 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 the Center 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 the applicable law, the Center 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.

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

To the maximum extent permitted by the applicable law, in no event shall the Center 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 the Center, and even if the Center has been advised of the possibility of such damages.

## **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 the Center 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 (\$10). 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

Notwithstanding anything to the contrary stated in the Agreement documents, the Center reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the terms stated in the Membership Agreement, TOU and/or Community Values & Norms. You expressly acknowledge and agree that neither the Services provided by the Center nor the Membership Agreement, TOU or Community Values & Norms shall in any manner constitute a landlord/tenant relationship, and the Center may immediately terminate the Services for any reason at any time. Upon termination, you agree to remove any and all of your personal property from the Center within a reasonable time, not to exceed 5 calendar days.

## 12. Indemnification

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

## 13. Insurance

The Center carries Liability and Business & Personal Property insurance to cover its own property. 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 the premises of the Center. The landlord will not be held responsible and will be held harmless in the event of any damage or loss of any member property.

## 14. Miscellaneous

- a. Severability. In the event that any provision or portion of this TOU, The Member Agreement or Community Values & Norms 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.
- b. Entire Agreement. This TOU, the Member Agreement, and Community Values & Norms 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.
- c. Waivers. No waiver shall be binding on the Center unless executed in writing by an authorized representative of the Center.
- d. Successors and Assigns. This TOU, the Member Agreement and Community Norms shall be binding on your heirs, legal representative, successors and assigns.

e. No Assignment. In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of the Center.

f. Notice. All notices, requests, demands or other communications for which this TOU, the Member Agreement or Community Values & Norms provides shall be in writing and shall be addressed at the following addresses:

If to the Center:                   Center for Social Change, Inc.  
  Attn: William Burdette  
  2103 Coral Way, 2nd Floor  
  Miami, FL 33145

If to you:                             At the address you set forth on your Membership Application,

or such other address as any party may designate in writing. All notices under this TOU, the Member Agreement and Community Values & Norms shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) Upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

g. Attorney's Fees. If the Center shall bring any action for any relief against you arising out of this TOU, the Member Agreement or Community Norms, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

h. Governing Law. The rights and obligations of hereunder shall be governed by, and this TOU, the Member Agreement and Community Values & Norms shall be construed and enforced in accordance with, the laws of the State of Florida. Venue for the resolution of any dispute arising out of this TOU, the Member Agreement or Community Norms shall be Miami-Dade County, Florida.

i. Modification. The Center may in its sole discretion, upon written notice, change the Terms of Use and Community Values & Norms.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU (including the attached Community Values & Norms) and further agree to be bound to the TOU and Community Values & Norms regarding my participation in and use of the Services.

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

PRINT NAME: \_\_\_\_\_