



Space

MEMBER TERMS OF USE

Blank Space/Local 64's¹ Terms of Use ("TOU") is pretty long and fairly boring. And it is important that you read it carefully to understand your rights and protections, as well as ours. We hope to be able to simplify these terms in the future. Contact us at helpdesk@local64.com if you have questions regarding this TOU.

Preamble

Blank Space and its business location, Local 64 at 43 State Street, Second Floor West, provides hoteling services to creative freelancers, teleworkers, and other "nomadic" independents. Our mission is to reduce your overhead costs while fostering a professional, productive, and supportive work environment that builds community around skills and ideas, the currency of the knowledge economy. The Terms of Use that follow are intended to support and advance this mission.

1. Acceptance of Terms.

The services of [blank] Space L3C ("Blank Space") and its business location "Local 64" provided to you, the undersigned (including but not limited to use of a shared office environment, access to Internet, and concierge services), are subject to the following Terms of Use ("TOU"). Blank Space reserves the right to update the TOU at any time. In the event that Blank Space does update our Terms of Use we will attempt to contact you to share those changes within 30 days of their enactment using the contact information provided by you in the Membership Agreement.

2. Description of Services.

Blank Space provides you with access to a shared office environment that include a work bar, lounge, conference area, private offices, shared offices, kitchen and bathrooms. Members pay for a shared or private office on a first come, first served basis. Blank Space also provides office tools such as Internet access, a shared printer and scanner, and the use of digital cameras; knowledge resources such as books, DVDs, and magazine subscriptions; office services such as mail drop; and refreshments. These are our "Services." The services at all times are subject to the TOU.

¹ Blank Space L3C is a registered "low profit" public benefit company in Montpelier, Vermont "doing business as" Local 64.

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 and conditions. You may not use the Services in any manner that could damage, disable, overburden, or impair any Blank Space server, or the network(s) connected to any Blank Space server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain or provide unauthorized access to any Services, or accounts, computer systems or networks connected to any Blank Space server or to any of the Services or to any other member's device connected to the network, 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. Such action, if taken, represents a severe breach of these Terms of Use and will result in termination of this Agreement and, if necessary, legal action.

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 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 Blank Space Services;
- d. Upload, or otherwise make available, files that contain images, photographs, software or other material explicitly protected by intellectual property laws, including copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights or have received consent;
- 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 impair or damage the operation of another's computer or property of another;
- g. Knowingly download any file(s) that you 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. Attempt to sell, share, or in any other way transfer your membership to another party or individual; and
- n. Duplicate or share keys provided for member's sole use and access to Blank Space services.

5. Blank Space reserves the right at all times to disclose any information about you, your participation in and use of the Services as Blank Space 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 Blank Space's sole discretion. In practice Blank Space will respect the privacy of its members and work hard to protect it, unless specific arrangements for the sharing of business and/or personal information has been agreed to by both the member and Blank Space.

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 Blank Space, Local 64, 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 includes, without limitation, information providing access to Blank Space services that include Wifi access passwords (WEP) and key entry codes. Such information also includes 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 Blank Space or Local 64, any analyses, compilations, studies or other documents prepared by Blank Space or Local 64 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 Blank Space, Local 64, or any participant or user of the Services.
- iv. Respect the privacy of other members' offices and desks, and all of the contents contained within, on, or around them.
- c. All Confidential Information remains the sole and exclusive property of Blank Space 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 Blank Space, Local 64, 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 Blank Space 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.

In exchange for use of services, as a member you agree to pay a daily or monthly membership fee. Fees are to be paid on time, at the time of first use. Billing recurs 30 days after the date of membership activation/first use. Invoices should be paid within seven (7) business days.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, Blank Space 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, 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 Blank Space, Local 64, 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 or 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 Blank Space L3C, and even if Blank Space 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 Blank Space 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.

Blank Space reserves the right to terminate any Service at any time and without refund of monies paid to Blank Space as membership dues and fees. Blank Space 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.

Blank Space requests that all notices of member's voluntary termination of this agreement be given 30 days in advance of your expected date of termination.

12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless Blank Space and 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, 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 Blank Space or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. 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.

14. Insurance.

Blank Space carries General Liability insurance for its location at Local 64. As a user, 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 Blank Space.

15. Contact Information

All questions, concerns, and clarification regarding these Terms of Use should be directed to Blank Space owner/manager Lars Hasselblad Torres. Contact details are:

Lars Hasselblad Torres
Blank Space L3C DBA Local 64
43 State Street, Second Floor West
Montpelier, Vermont 05602
(802) 595-0605
helpdesk@local64.com

* Special thanks to Jen Mincar at Office Squared/O2 in Burlington and, vicariously, the folks at New Work City, AltSpace and the many other coworking communities in existence, from most of this form was completely lifted from those that opened before Local 64. Props!