



Terms and Conditions

Member name: _____

Coworking service agreement/terms & conditions

The services Pensacola Socialdesk provides to you are subject to the following Terms and Conditions (T&C). Pensacola Socialdesk reserves the right to update the T&C at any time without notice to you. Pensacola Socialdesk membership application does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis.

Description of Services

Pensacola Socialdesk may provide you with access to office space, workstations, Internet access, office equipment, conference space, knowledge resources, entertainment amenities, refreshments and other services (collectively, "Services") that are designed to foster a collaborative and entrepreneurial working environment at its premises located at 3695 North "L" Street, Pensacola, FL 32505. The Services at all times are subject to the T&C.

To become a member of Pensacola Socialdesk and use the Services, you must apply through submitting an application on the <http://pensacolasocialdesk.com> website and be invited to join. You will then establish a member account by complying with the registration requirements provided through the invitation. By registering with Pensacola Socialdesk you confirm that you are at least eighteen (18) years old. You also agree that all information that you provide to Pensacola Socialdesk in connection with your registration and/or user account is true and accurate. You shall be solely responsible for maintaining the secrecy of all information relating to your user account, including any log-in ID and password, and shall not provide such information to any other person. You shall be solely responsible for all activity conducted under or relating to your user account. You expressly acknowledge and agree that your use of the premises and the services is at your sole risk.

No Unlawful or Prohibited Use

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 of Pensacola Socialdesk's information technology infrastructure, 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 Pensacola Socialdesk 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 T&C 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.

You agree that when using the Services, you will not

1. Use the Services to conduct or pursue any illegal activities.
2. Restrict or inhibit any other user from using and enjoying the Services.
3. Perform any activity that is reasonably likely to be disruptive, offensive, or dangerous to other members, their guests, or their property (including, without limitation, unapproved parties, events or loud presentations).
4. Make copies of any keys, keycards, key fobs or other means of entry to the Premises or lend, share, or transfer any keys, keycards or key fobs to any third party.
5. Allow any guest(s) to enter the Premises without registering guest(s) with the community manager.
6. Guests may be required to sign an acknowledgement that they have read and agree to abide by any rules and regulations applicable to the Premises, including, without limitation, those contained in this Agreement.

7. Attach or permanently affix any items to the walls, install antennas, or telecommunication lines or devices in or about the Premises or bring additional furniture into the Premises.
8. Place anything, or allow anything to be placed, in the common areas, or near the glass or any window, door, partition or wall, which may in Pensacola Socialdesk's judgment, appear unsightly.
9. Without the prior written consent of Pensacola Socialdesk, use any of Pensacola Socialdesk's names, logos or marks, or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, except you may use the address of the Premises as the address of your business for purposes of receiving mail at the Premises. Your use of the Premises for your mail delivery is at your sole risk.
10. Take or copy information belonging to Pensacola Socialdesk or any other member or their guests, or authorized users.
11. Use the Premises to sell goods or services at retail directly in or from the Premises.
12. Live or sleep overnight on the Premises.
13. Conduct any type of business we deem to be obscene or otherwise interferes with another member's use or enjoyment of the Premises.
14. Use the Services in connection with contests, scavenger hunts, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise).
15. Upload files that contain viruses, Trojan Horses, worms, time bombs, bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
16. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
17. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Pensacola Socialdesk IT infrastructure.
18. 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.
19. Create a false identity or misrepresent yourself for the purpose of misleading others.
20. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
21. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
22. Use common spaces as a place for continuous, everyday work.
23. Consume or bring onto the Premises any drugs or alcohol.
24. Bring firearms, knives, or weapons of any kind onto the Premises.
25. Bring any pets on to the Premises other than a qualified service animal which is defined under ADA as one that is trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. Under ADA, emotional support, therapy, comfort or companion animals do not qualify as service animals because they have not been trained to perform a specific job or task.
26. Bring upon, use or keep in the Premises, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Pensacola Socialdesk.
27. Attempt to tamper with, modify or in any way disable access control devices, security alarm system components, surveillance equipment, thermostats, wifi equipment, televisions, telephones or any other equipment on the premise.
28. Use or cause to be used the Internet service or wifi outside the building and immediate premises, nor provide access information to any individual or organization not entitled to such information.

29. Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).

30. Violate any applicable laws or regulations.

Acknowledgements

Pensacola Socialdesk shall have no obligation to police or monitor any use of the Premises or the services by you or by any other members or to screen or vet any Members prior to their access or use of the Premises of the Services. You are solely responsible for safeguarding your computer, data and personal belongings.

You are solely responsible for all personal and business interactions with any other Member and should exercise prudence and discretion in connection with any personal or business relationship with any other member.

The Services may not be available at all times for your use as a result of technical issues with, or scheduled maintenance or repair of, Pensacola Socialdesk's networks or equipment and/or the use of equipment and space by other Members. Members are expected to work together in a collaborative and professional manner with respect to use of common space and equipment.

From time to time, Pensacola Socialdesk may host events at the facility. Such events may occupy a portion or all of the space within the facility. Members will be notified of any events taking place at the facility at least twenty-four (24) hours in advance. Member acknowledges and accepts that events may take place at the Pensacola Socialdesk facility that could temporarily disrupt Member's ability to conduct business at the facility. Member understands that he/she will not be entitled to any financial credit, refund or other remuneration due to any disruption that may be caused by Pensacola Socialdesk hosting an event or allowing an event to be held at the facility.

From time to time, Pensacola Socialdesk may take photographs and/or video of members and guests at Socialdesk for promotional, documentary or security purposes. By becoming a member of Pensacola Socialdesk you explicitly grant Pensacola Socialdesk the rights to use your image without notice or any remuneration to you.

If Pensacola Socialdesk provides any food or beverages for your consumption, you shall be solely responsible for ensuring that your allergic, dietary or other health conditions enable you to safely consume such food and beverages even if you have advised Pensacola Socialdesk in advance of any such conditions.

Pensacola Socialdesk may utilize commercial grade espresso equipment to offer espresso drinks to members. This equipment may not be operated by any member without the written consent of the community manager. The commercial coffee maker or hot tea kettle may be freely used by the members.

You will be liable to Pensacola Socialdesk for all damage to the Premises or any equipment, networks or property owned or used by Pensacola Socialdesk that is caused by the acts or omissions of you or your guests, regardless of whether such damage is caused accidentally or intentionally.

Your guests are permitted to be on the Premises in accordance with Pensacola Socialdesk policies. You are solely responsible for the fees for your guest's use of the Services in accordance with the Fees Schedule. You shall be solely responsible and liable for the acts and omissions of all of your guests and any other person whom you invite to the Premises or permit to use any of the Services.

Subject to availability, you may elect to receive mail and packages at Pensacola Socialdesk for a fee. If you have done so, we will accept mail and deliveries on your behalf at our cluster box unit. We have no obligation to receive mail or packages after you terminate your membership. This feature is meant to allow you to accept business correspondence from time to time. It is not meant for an address for the receipt of merchandise or personal goods. As such we have no obligation to accept bulk or oversized mail or packages. You may use your cluster mailbox for purposes such as a registered agent address while you are an active member. Upon termination of your membership any mail may be returned to sender through the USPS or discarded and any package deliveries will be refused.

Pensacola Socialdesk may provide various recreational amenities for your use. By participating in these activities you are asserting you are physically capable of such activity and assume all risk arising from such participation.

You acknowledge that Pensacola Socialdesk is part of the Town & Country Plaza (which is a shopping center) and you agree to abide by any rules and regulations applicable to tenants and visitors thereto and will otherwise conduct your activities in a manner that minimizes any disruption to the shopping center.

Investigations

Pensacola Socialdesk reserves the right, without any limitation, to: (i) investigate any suspected break-ins or breaches of security, including of its information technology or other systems or networks; (ii) investigate any suspected breaches of this Agreement; (iii) investigate any information obtained by Pensacola Socialdesk in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of this Agreement; and (vi) discontinue

the Services, in whole or in part, or, suspend or terminate your access to it, in whole or in part, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Pensacola Socialdesk under this Agreement.

For safety and security purposes, Pensacola Socialdesk is monitored by twenty-four (24) hour video surveillance. This video may be used by Pensacola Socialdesk or law enforcement in an investigation.

Renewals and Terminations

This Agreement is automatically renewed at the end of each period with consent of each party. The T&C must be adhered to at all times. Failure to follow T&C can result in non renewal or even early termination of the usage license. Pensacola Socialdesk reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, Pensacola Socialdesk will refund any amounts paid for unused periods that remain after deducting any pending charges, on a prorata basis. Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Termination shall be in effect as of the end of that calendar month. Should Member not provide timely notice of termination to Pensacola Socialdesk then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable. Any items issued to the member such as key, keycards, key fobs, etc must be returned at time of termination. Failure to return any Pensacola Socialdesk property may result in charges to your method of payment. Any business system accounts will also be removed at time of termination.

Invoicing and Payment

The member is automatically invoiced monthly in advance based on their membership option. Also included is any variable charges such as telephony usage or print overages that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for casual usage is either paid on the day of use unless other arrangement have been made with Pensacola Socialdesk. Pensacola Socialdesk reserves the right at all times to disclose any information about you your participation in and use of the Services as Pensacola Socialdesk 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 Pensacola Socialdesk sole discretion.

Confidentiality

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 Pensacola Socialdesk or any participant of used 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 Pensacola Socialdesk any analyses, compilations, studies or other documents prepared by Pensacola Socialdesk 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. 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 use the Confidential Information in any way directly or indirectly detrimental to Pensacola Socialdesk or any participant or user of the Services. All confidential information remains the sole and exclusive property of Pensacola Socialdesk or the respective disclosing party. You acknowledge and agree that nothing in this T&C 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 Pensacola Socialdesk or any participant or user of the Services.

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 Pensacola Socialdesk 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. You agree to comply with all security procedures required or implemented by Pensacola Socialdesk with respect to your use of the premises and the services.

Disclaimer of Warranties

To the maximum extent permitted by the applicable law, Pensacola Socialdesk 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.

Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall Pensacola Socialdesk 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 Pensacola Socialdesk and even if Pensacola Socialdesk has been advised of the possibility of such damages. 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 Pensacola Socialdesk 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 T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you. The foregoing limitations, exclusions and disclaimers, including the previous sections shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

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

Indemnification

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

Severability

In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Insurance

Pensacola Socialdesk carries Liability and Business Personal Property insurance. 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 Pensacola Socialdesk.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this service agreement and further agree to be bound to the service agreement regarding my participation in and use of the Services.

Member

Socialdesk

Printed name: _____

Printed name: _____

Signature: _____

Signature _____

Date: _____

Date: _____