



Terms of Use

- 1. Acceptance of Terms.** The services of Work At 26, provided to you, the undersigned, including but not limited to use of office and workspace at 26 Garden Center, Broomfield, CO 80020, access to Internet, etc, are subject to the following Terms of Use ("TOU"). Work At 26 reserves the right to modify and/or update the TOU and policies stated in documents entitled "Member Norms" at any time without notice to you.
- 2. Description of Services.** As a member of Work At 26, membership entitles you to a terminable, revocable, periodic license (daily, monthly, or other specified term) with access to office space, work stations, internet access, common seating/lounge areas, kitchen/kitchenettes, mail services, office equipment, conference space use per month as determined by Work At 26 for any particular membership offering, knowledge resources, and other services as Work At 26 may offer from time to time pursuant to the Membership Agreement ("Member Agreement") to which this TOU is attached (collectively, "Services"). The Services at all times are subject to the Member Agreement, this TOU, and the Member Norms. A membership is for the subscribing member only; no guests or others are permitted access to the Services except in accordance with the guest policy stated in Section 5 of the TOU.
- 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 this TOU, Member Norms, and Member Agreement attached to this TOU. You may not use the Services in any manner that could damage, disable, overburden, or impair any Work At 26 server, or the network(s) connected to any Work At 26 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 Work At 26 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. You hereby represent and warrant that you have all requisite legal power and authority to enter into the Member Agreement and abide by the terms and conditions of this TOU (and all Member 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.** Use of all facilities, services, and products are subject to availability. Work At 26 has no liability, direct or consequential with respect to access, lack of access, or unavailability of facilities and resources. If a Member is granted the use of any specific or particular desk or space, Work At 26 reserves the right to substitute and relocate the Member to a comparable desk or space with reasonable written notice. Work At 26

reserves the right to establish additional written or verbal policies of usage from time-to-time. You agree that when participating in or using the Services, you will not:

1. Attempt to transfer or sell your membership, which are in all events personal and non-transferrable. Memberships may be purchased for an employee so long as the supervisor's signature is on the Member Agreement authorizing their employee sole use of the membership;
2. Use the Services in connection with contests, pyramid schemes, multi-level marketing, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
3. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
4. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Work At 26 servers or bandwidth;
5. Upload, or otherwise make available, files that contain images, photographs, software or other material that is illegal, or 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;
6. 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 rights of any party;
7. 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;
8. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
9. Restrict or inhibit any other user from using and enjoying the Services;
10. Violate any code of conduct or other guidelines which may be applicable for any particular Service;
11. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
12. Violate any applicable Colorado and Federal laws or regulations;
13. Create a false identity for the purpose of misleading others;
14. Obstruct any entranceway, create any circumstances of disrepair or damage any Work At 26 or Premises;
15. Bring any pets onto the Work At 26 premises;
16. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, Work At 26 requests that all members, guests, and clients use headphones, phone booth areas, or meeting rooms for calls longer than twenty minutes;
17. Otherwise violate the Member Agreement, this TOU or any of the Member Norms.

18. Otherwise exceed the following usage limitations in relation to the shared conference space: Members may not have more than 20 individuals total in the Mt Massive conference room, 6 in Conundrum, and 4 in Quandary. All monthly allotments of conference space usage included with memberships (measured in full hours), as well as purchases of additional usage, are subject to availability of the conference space. Unused time does not roll over or accrue from month to month.
5. **Guest Policy.** Members may bring in non-client guests for brief visits on occasion. Frequent visits or visits longer than 30 minutes in Suite 4 will require the guest to purchase a day pass to access the lounge and coworking facility. No guests are permitted to use or occupy any workstations or other workspace center facilities, such as the conference rooms, without a day pass or meeting room reservation. No guest may be admitted to or remain in Work At 26 without the presence of the inviting member. For the purposes of the TOU, to the extent a Member guest is not party to a Member Agreement, the attached TOU shall apply to their authorized use of the Work At 26 property, services, and resources.
6. **Work At 26 Required Disclosures.** Work At 26 reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as Work At 26 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, at Work At 26's sole discretion.
7. **Confidentiality.**
 1. 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 Work At 26 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 Work At 26, any analyses, compilations, studies or other documents prepared by Work At 26, or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.
 2. Your participation in and/or use of the Services obligates you to:
 1. Maintain all Confidential Information in strict confidence;
 2. Not to disclose Confidential Information to any third parties;
 3. Not to use Confidential Information in any way directly or indirectly detrimental to Work At 26 or any participant or user of the Services.
 3. All Confidential Information remains the sole and exclusive property of Work At 26 or the respective disclosing party. You acknowledge and agree that nothing

in the Member Agreement, this TOU or Member 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 or proprietary rights of Work At 26 or any participant or user of the Services.

8. **Participation In or Use of Services.** You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that Work At 26 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 pay all fees when they are due. In the event that you do not pay fees when they are due, you understand you may be charged a late fee and interest on the unpaid balance starting from your due date. Work At 26 may also suspend your privileges until the dues are settled. You understand you will be responsible for any additional collections charges incurred by Work At 26.
9. **Discounts Promotions, and Offers.** You agree that, unless prohibited by applicable law, Work At 26 may discontinue with immediate effect and without the need to give formal written notice any and all discounts, promotions, and offers remaining on this agreement if during its term you breach the TOU and Member Norms are one (1) month past due in payment, or are assessed a late fee in any two (2) months.
10. **Cancellation.** Memberships of one (1) month or longer will be automatically renewed at the end of each applicable term unless cancelled by the Member in writing within 30 days before the end date of the membership, or terminated by Work At 26 as outlined in Section 11 of the TOU. Monthly memberships can be cancelled by a Member at any time by giving one (1) month's advance written notice within the first week of any calendar month. Please review your membership agreement for specific cancellation terms.
11. **Termination.** Work At 26 reserves the right to limit or terminate any Service at any time. Work At 26 further reserves the right to terminate your participation in and use of any Services, immediately and upon notice to the member personally or by email, if you fail to comply with the TOU, Member Agreement, or Member Norms, as determined solely by Work At 26. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY WORK AT 26 NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND WORK AT 26 MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON AT ANY TIME. Upon termination, you agree to immediately remove any and all of your personal property from the Premises.
12. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORK AT 26 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, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH YOU.

- 13. Exclusion of Incidental, Consequential and Certain Other Damages.** Members are responsible for all damages and losses, without limitation, incurred by Work At 26 as a result of the Member's direct and indirect conduct and activities at Work At 26 and use of facilities, including those of any permitted guest of the Member. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WORK AT 26 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 WORK AT 26, AND EVEN IF WORK AT 26 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. 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 WORK AT 26 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 TWO HUNDRED NINETY NINE DOLLARS (USD \$299.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 12 AND 13 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
- 15. Indemnification.** You release, and hereby agree to indemnify, defend and save harmless Work At 26 and Work At 26'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 your negligent actions, errors and omissions, willful misconduct and/or fraud in connection with the participation in or use of the Services. You further agree that in the event you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Work At 26 or its respective officers and agents in connection with the defense of such claim or lawsuit.

16. **Insurance.** As required by the owner of building located at 26 Garden Center, Broomfield, CO 80020, Work At 26 carries Liability and Business Personal Property insurance. Work At 26 members are not required but it is strongly suggested that they carry an insurance policy to cover their own equipment and personal property while using our space. That policy may cover your current residence/office, as well as the Premises of Work At 26. You are solely responsible for your belongings while at Work At 26, and for any belongings and personal property left at the center at any time.

17. **Additional General Terms.** By signing this TOU, you furthermore agree to the following additional general terms and conditions of your membership:
 1. Work At 26 reserves the right to adjust the membership fee at the time of renewal, with 30 days advance verbal or written notice to any affected Members.
 2. Work At 26 may collect and process personal data of the member to administer the contractual relationship and Member Agreement, ensure compliance with TOU and applicable laws and regulations, and enable Work At 26 to provide its services and manage its business. You acknowledge and accept that such personal data may be transferred or made accessible to all entities of Work At 26's group, wherever located, for the purpose of providing the services herein.
 3. Each Member, on behalf of the Member and any permitted guests, grants and releases to Work At 26 the unrestricted, irrevocable right and license to take, reproduce, and use images, photos, videos, and impressions produced on the premises that may include the member and/or guest(s) for any legitimate marketing, advertising, or promotional purposes, as determined in the sole discretion of Work At 26.
 4. You may not use Work At 26 or any of its subsidiaries as their temporary or permanent business address without a physical office membership, dedicated desk membership, virtual mail service membership, or other agreement with Work At 26 and additional charge. If you use the center in such a way, you will be automatically accepting the terms and conditions for a virtual mail service agreement and your membership account will be charged accordingly; Work At 26 may also elect to immediately terminate the membership.
 5. You shall not place anything, or allow anything to be placed, in the common areas, in any, or near the glass or any window, door, partition or wall which may in Work At 26's judgment, appear unsightly from the common areas or from the outside of the building in which the Premises are situated ("Building").

6. The sidewalks, halls, passages, exits, entrances, and stairways shall not be obstructed or used for any purpose other than for entering and leaving the Premises. The halls, passages, exits, entrances, stairways, etc., are not for the use of the general public and Work At 26 shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Work At 26, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building.
7. The restrooms and sinks shall not be used for any purpose 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 you or your employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be borne by you.
8. You shall not cause any unnecessary janitorial labor or services by reason of your carelessness or indifference in the preservation of good order and cleanliness.
9. No cooking or food preparation shall be done or permitted on the Premises, nor shall the Premises be used for lodging (the use of a coffee maker and microwave are, however, permitted uses).
10. You shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Work At 26. In addition, no Member, guests, or occupant in or around the building located on the Property at 26 Garden Center, Broomfield, CO, shall at any time burn, light, ignite, "vape", or diffuse any substance or material on the property, grounds or within 30 feet of the property and grounds. "Substance or material" includes, but is not limited to, tobacco, marijuana, hemp, wood, paper, paraffin or wax candles, sparklers, incense, sage, and/or any other herb or plant material.
11. Work At 26 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 Work At 26. The locations of call boxes and other office equipment affixed to the Premises are determined by Work At 26, in its sole discretion.
12. Upon the termination of Services, you shall deliver to Work At 26 all keys for offices that have been provided to you. In the event of the loss of any keys so furnished, you shall pay Work At 26 a fee. You shall not make, or cause to be made, any such keys, you shall order all such keys solely from Work At 26 and you shall pay Work At 26 for any additional such keys over and above the set(s) of keys originally furnished by Work At 26.
13. You 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 in advance by Work At 26, nor shall you make or cause to be made any alterations or modifications to the premises except as approved in advance by Work At 26.
14. When accessing the Building after hours, you shall cause all doors to the Premises to be closed and securely locked before leaving the Building.

15. Except for Work At 26's gross negligence, you assume 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 secure.
16. Except with the prior written consent of Work At 26, you shall not sell or cause to be sold any items or services at retail in or from the Premises.
17. You 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 without Work At 26's prior consent. You shall not allow any vending machines on the Premises without Work At 26's prior consent.
18. On Weekends, 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 Work At 26 through the use of a key code system and members may not have access unless agreed upon beforehand with Work At 26.
19. You shall not change locks or install other locks on doors without the prior written consent of Work At 26.
20. You shall give prompt notice to Work At 26 of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to you so the same may be attended to properly.
21. Internet Policy: Wireless access to The Internet is provided during your membership, with the option for private offices to upgrade to Wired Internet, but only through Work At 26 directly. No 3rd party vendor installations are permitted. Service interruptions, if they occur, will be handled as promptly as possible. Work At 26 is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. You acknowledge, agree, and assume the risks inherent in the use of shared internet and wifi resources, including but not limited to unauthorized access, and loss or corruption of data. You agree not to use the Service, any Work At 26 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:
 1. violating any applicable law or regulation;
 2. Posting or transmitting content you do not have the right to post or transmit;
 3. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right;
 4. 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;

5. Attempting to intercept, collect or store data about third parties without their knowledge or consent;
 6. Deleting, tampering with or revising any material posted by any other person or entity;
 7. Accessing, tampering with or using non-public areas of the Service or any Work At 26 or related website, computer systems or network;
 8. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 9. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "multi-level marketing", "spam", "chain mail" or "junk mail";
 10. Using the Service or any Work At 26 or related website or network to send altered, deceptive or false source-identifying information;
 11. 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 Work At 26 or related website or network;
 12. 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 Work At 26 or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any Work At 26 or related website or network; or
 13. Impersonating or misrepresenting your affiliation with any person or entity. If Work At 26 suspects violations of any of the above, Work At 26 will investigate and may institute legal action, immediately deactivate Service to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with Work At 26 in investigating suspected violations.
22. You shall not install, maintain or otherwise locate at Work At 26 any computer server of any kind, whether hardware or software without written permission from Work At 26.

18. Miscellaneous.

1. **Entire Agreement.** This TOU, the Member Agreement, and Member Norms constitutes the entire agreement between the parties pertaining to the subject matter contained therein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
2. **Severability.** In the event that any provision or portion of this TOU, the Member Agreement or Member Norms is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU, the Member Agreement and Member Norms shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
3. **Waivers.** No waiver shall be binding on Work At 26 unless executed in writing by an authorized representative of Work At 26.

4. **Successors and Assigns.** This TOU, the Member Agreement and Member Norms shall be binding on your legal representatives, successors and assigns.
5. **No Assignment.** In no event may you assign in whole or in part your membership or use of the Services.
6. **Attorney's Fees.** If Work At 26 shall bring any action for any relief against you arising out of this TOU, the Member Agreement or Member Norms, the losing party shall pay the prevailing party's 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.
7. **Governing Law.** The rights and obligations of hereunder shall be governed by, and this TOU, the Member Agreement and Member Norms shall be construed and enforced in accordance with, the laws of the State of Colorado and Federal. Venue for the resolution of any dispute arising out of this TOU, the Member Agreement or Member Norms shall be Broomfield, Colorado.
8. **Modification.** Work At 26 may in its sole discretion, without written or verbal notice, change the Terms of Use and Member Norms.

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