



**THE TRADE**  
COFFEE & COWORKING

## TERMS OF USE

1. **Acceptance of Terms.**

The service THE TRADE COFFEE & COWORKING, INC. ("The Trade") provides to you, the undersigned, (including but not limited to use of office space at 2220 K Street Sacramento, CA 95816, access to Internet, collaborative environment, meet-ups, events, desk space etc. are subject to the following Terms of Use ("TOU"). The Trade reserves the right to modify and/or update the TOU ) as well as the Community Norms reference page 5) at any time without notice to you.
2. **Description of Services.**

The Trade may provide you with access to office space, workstations, internet, electricity, heating and air conditioning, mail service, office equipment, conference space, printing and other services as The Trade may offer from time to time pursuant to the Application and 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 Community Norms referenced on Page 5.
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 Norms," attached to this TOU. You may not use the Services in any manner that could damage, disable, overburden, or impair any server of The Trade's, or the network(s) connected to any of The Trade's server, or interfere with any other party's use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any of The Trades 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 Community 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 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 The Trade's servers or bandwidth;
  - 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 right 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 Series 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 damage the operation of another's computer or property of another;
  - g. Restrict or inhibit any other user from using and enjoying the Services;
  - h. Violate and code of conduct or other guidelines which may be applicable for any particular Service;
  - i. Harvest or otherwise collect information about others, including email address, without the authorization or consent of the disclosing party;
  - j. Violate any applicable laws of regulations;
  - k. Create a false identity for the purpose of misleading others;
  - l. Obstruct any entranceway, create any circumstances of disrepair or damage any of The Trade's property of Premises;
  - m. Bring any pets onto The Trade's Premises, unless the pet is a service animal;
  - n. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interest of maintaining a peaceful environment, The Trade requests that all members, guests, and clients turn their phones to vibrate while in the Premises. We also ask that you use a meeting room or step outside for calls longer than three minutes;
  - o. Otherwise violate the Member Agreement, this TOU or any of the Community Norms;
  - p. Otherwise exceed the following usage limitations in relation to the shared conference space: Members may not have more than 10 individuals total in the large conference room. All monthly allotments of conference space usage included with memberships 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. **The Trade Coffee & Coworking, Inc. Required Disclosures.**

The Trade reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as The Trade 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 Trade'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 The Trade 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, knowhow, 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 The Trade, any analyses, compilations, studies or other documents prepared by The Trade 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
  - 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 Confidential Information in any way directly or indirectly detrimental to The Trade or any participant or user of the Services.
  - c. All Confidential information remains the sole and exclusive property of The Trade or the respective disclosing party You acknowledge and agree that nothing in the Member 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 or proprietary rights of The Trade 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 of your own free will and decision. You acknowledge that The Trade 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, The Trade 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.

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

To the maximum extent permitted by applicable law, in no event shall The Trade 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, tor (including negligence), strictly liability, breach of contract or breach of warranty of The Trade, and even if The Trade has been advised of the possibility of such damages.

10. Cancellation.

Members must give a 30 day written notice of cancellation. Mail service must be updated with the post office otherwise mail will be returned to sender, Canceling a membership before the end of an agreement results in an automatic 50% of the remaining month(s) due fees.

11. Refund.

The Trade does not allow any part of a refund. If a member or business chooses to pay several months due in advance, and decides to cancel, the member or business acknowledges the forfeit of their paid dues. Absolutely no refunds.

12. Termination.

The Trade reserves the right to terminate any Service at any time. The Trade further reserves the right to terminate you participation in any use of any Services, immediately and without notice, if you fail to comply with the TOU or Community Norms. You expressly acknowledge and agree that neither the Services provided by The Trade nor this agreement shall in any manner constitute a landlord/tenant relationship, and The Trade 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.

13. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless The Trade and The Trade'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), judgements, fines and penalties based upon or arresting 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 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 The Trade or its respective officers and agents in connection with the defense of such a claim or lawsuit.

14. Insurance.

As required by the owner of building located at 2220 K Street Sacramento, CA 95816, The Trade carries Liability and Business Personal Property Insurance. The Trade 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 The Trade.

15. State of Building & Hazards

The Building 2220 K Street was built in 1956 with construction and building codes that are different from today's building codes. Please review the current hazards and state of the building:

- a. Staircase. You acknowledge the staircase is narrow, and relinquish The Trade from any future events that may be caused due to the staircase measurements.
- b. Hand-Washing Sink. You acknowledge the hand washing sink in the restrooms have two temperature options, hot and cold. While leaving the left handle (hot water) on for a short period of time, the temperature will raise and may be too hot for you to wash your hands. It is your responsibility to use the right handle (cold water) to modify and balance your temperature to your comfort and safety.

16. Additional General Terms.

By signing this TOU you furthermore agree to the following additional general terms and conditions of your membership:

- a. 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 The Trade's judgement, appear unsightly from the common areas or from the outside of the building in which the Premises are situated ("Building").
- b. The sidewalks, halls, passages, exits, entrance, and stairways shall not be obstructed or used for any purposes other than for ingress to the egress from the Premises. The halls, passages, exits, entrances, stairways, balconies and roof top are not for the use of the general public and The Trade shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgement of The Trade, reasonably exercised, shall be prejudicial to the safe, character, reputation and interests of the Building, Neither you nor any of your employees or invitees shall go upon the roof of the Building.
- c. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thought therein, and to the extent caused by you or your employees/team or invitees the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be born by you.
- d. 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.
- e. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for lodging, A microwave is accessible. During permitted events, there may be onsite vendors cooking food.
- f. 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 or approved of by The Trade.
- g. The Trade 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 The Trade. The locations of telephones, call boxes, and other office equipment affixed to the Premises are determined by The Trade, in its sole discretion.
- h. Upon the termination of Services, you shall deliver to The Trade all keys, rooms that have been furnished to you. In the event of the loss of any keys so furnished, you shall pay The Trade therefore. You shall not make, or cause to be made, any such keys, you shall order all such keys solely from The Trade and you shall pay The Trade for any additional such keys over and above the set(s) of keys originally furnished by The Trade.
- i. 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 by The Trade (such as area rugs for Private Office Members).

- j. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the stairways, except between such hours and in such stairways as shall be designated by The Trade (deliveries from post to those Membership Levels with Mailboxes are the only exception).
  - k. You shall close the back door to the Premises and securely lock before leaving and after entering the Building.
  - l. Without the prior written consent of The Trade, you shall not use the name of the Building in connection with, or in promoting or advertising your business, you may use the address of the Building as the address of your business with the proper Membership Level.
  - m. You shall cooperate fully with The Trade to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls. You shall keep corridor doors closed.
  - n. Except for The Trade'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 secured.
  - o. Except with the prior written consent of The Trade, you shall not sell or cause to be sold any items of searches at retail in or from the Premises, nor shall you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the Service or accommodation of occupants of any other portion of the Building without written consent of The Trade.
  - p. 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. You shall not allow any vending machines on Premises without The Trade's prior consent.
  - q. You shall not change locks or install other locks on doors without the prior written consent of The Trade.
  - r. You shall give prompt notice to The Trade 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.
  - s. You shall not paint any walls. As a Private Office Member, you are prohibited from painting over any doors, or walls in your space.
  - t. You shall not freely hand any frames, shelves, paintings, or any other decorative/offices organizers onto any walls throughout the Premises. If you are a Private Office Member, you must get approval from The Trade before mounting anything to the floor, ceilings, or walls.
  - u. Cigarette butts are to be disposed of in a proper ashtray.
17. Internet Policy.

Wireless access to the Internet is provided during your membership. Service interruptions, if they occur, will be handled as promptly as possible. The Trade 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 agree not to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches this TOU and may constitute fraud or theft, for which The Trade reserves all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address log-in name, or password that you use on our network. You agree not to use the Service, any of The Trade's 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:

- a. Violating any applicable law or regulation;
  - b. Posting or transmitting content you do not have the right to post or transmit;
  - c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right;
  - d. 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;
  - e. Attempting to intercept, collect or store data about third parties without their knowledge or consent;
  - f. Deleting, tampering with or revising any material posted by any other person or entity;
  - g. Accessing, tampering with or using non-public areas of the Service or any of The Trade or related website, computer systems or network;
  - h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
  - i. Attempting to access or search the Service or any of The Trade or related network or website with any engine, software, toll, agent, device or mechanism other than the software and/or search against provided by The Trade or other generally available third party web browser;
  - j. Sending unsolicited messages, including without limitation promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";
  - k. Using the Services or any of The Trade or related website or network to send altered, deceptive or false source-identifying information;
  - l. 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 of The Trade or related website or network;
  - m. 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 of The Trade or related website or network, overloading, "flooding", "spamming", "crashing", or "mailbombing", the Service or any of The Trade or related website or network;
  - n. Impersonating or misrepresenting your affiliation with any person or entity. If The Trade suspects violation of any of the above, The Trade 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 The Trade in investigating suspected violations.
  - o. You shall not install, maintain or otherwise locate at The Trade any computer server of any kind, whether hardware or software.
18. Miscellaneous.
- a. **Entire Agreement.** This TOU, the Member Agreement, and Community Norms constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representation, and understanding of the parties pertaining to such subject matter.
  - b. **Severability.** In the event that any provisions or portions of the TOU, the Member Agreement or Community Norms is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the TOU, the Member Agreement and Community Norms shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
  - c. **Waivers.** No waiver shall be binding on The Trade unless executed in writing by an authorized representative of The Trade.
  - 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 of your membership or use of the Services, without the advance written consent of The Trade.
  - f. **Attorney's Fees.** If The Trade 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 judgement 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 judgement.
  - g. **Governing Law.** The rights and obligations of hereunder shall be governed by, and this TOU, the Member Agreement and Community Norms shall be construed and enforced in accordance with, the laws of the State of California. Venue for the resolution of any dispute arising out of this TOU, Member Agreement or Community Norms shall be Sacramento County, California.

h. **Modification.** The Trade may in its sole discretion, upon written notice, change the Terms of Use and Community Norms. I hereby acknowledge that I have read and understood all the terms and conditions contained in the TOU including the Community Norms and further agree to be bound to the TOU and Community Norms regarding my participation in the use of the Services.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

**Additional Members (If applicable):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_