

Office Use Policy

of

Work Hard Pittsburgh LLC

Appendix C

There are two types of users of the Work Hard Pittsburgh LLC (the “Co-Op”) facilities: Members and CoWorkers (“User” or “Users” as the context requires).. These Terms and Conditions and Code of Conduct apply to both types.

User status as either a Co-Op Member or a CoWorker does not create tenancy, but rather provides User with a prepaid usage license to access the provided amenities on a monthly or casual basis.

1. Basic Obligations of Members and CoWorkers.

To maintain an account at any of Co-Op facilities, Users must provide a valid home address and proof of residency. Each User must also agree to:

- 1.1. Reset any moved furniture
- 1.2. Dispose of all trash and recycling associated with User designated area or event
- 1.3. Adherence to use of calendars to reserve rooms and equipment
- 1.4. Remove all trash and recycling to outside dumpsters if indoor trash containers are full
- 1.5. Maintain a professional and clean work environment that doesn't interfere with the business and operation of other users

1.5.1. A **\$25.00 (TWENTY FIVE DOLLAR)** cleanup fee will be charged to User account if the above described maintenance is not performed.

2. Services Available to Members and CoWorkers

- 2.1. 24/7 access to common areas located inside of facilities. Extended access is for work use only.
- 2.2. Mailboxes for current Members and CoWorkers.
- 2.3. Access to office space, work stations, internet services, office equipment, conference space, green screens, podcasting studios, and other available services (collectively, “**Services**”). The term “Services” includes any facilities, equipment, space or other resources provided by the Co-Op or accessed by User.
- 2.4. Dedicated space for User organization can be purchased for a recurring fee of \$45/month. Dedicated space provides Users with 10' x 10' area to be configured permanently for exclusive use.
- 2.5. Extra keys for User staff to access our facilities can also be purchased for a recurring fee of \$10/month each.
- 2.6. Access to, as available, a common member-shared storage area, both physical and digital.
- 2.7. Use of facilities for workspace, events, instruction, and meetings.
- 2.8. Shared documents resources

- 2.9. **Notwithstanding anything to the contrary, or any other manual or document, User WAIVES any right of privacy or seclusion arising from or related to the Services.**

3. Fees and Payment

- 3.1. **Fees.** Basic access to the Co-Op is \$45/month. Additional charges may occur for dedicated or reserved space in facilities.
- 3.2. **Method of Payment.** User will be invoiced every month. Payments must be made within thirty (30) calendar days via debit or credit card only. Upon payment, an electronic receipt will issue.
- 3.3. **Overdue Invoices.** If User fails to pay the Co-Op its access fee, the Co-Op will send payment reminders. Failure to make a payment after thirty (30) calendar days will result in a revocation of access privileges and license. Late fees shall accrue on overdue invoices at the lesser of 1.5% per month or the highest permissible legal rate. User agrees to indemnify and hold the Co-Op harmless for all costs of collection, plus attorneys' fees.
- 3.4. **Charges for Consumables.** A second invoice will be issued at the end of each month and will include any variable and consumable charges, such as storage fees, telephone usage, printing, copying, and access to cloud-based storage

services that may have been incurred during the previous billing period. Payment for variable charges will be paid within thirty (30) calendar days of second invoice unless other written arrangements have been made with the Co-Op. the Co-Op reserves the right to restrict access to variable and consumable services for accounts with outstanding balances.

4. **Abandoned Property**

Personal property shall be considered abandoned and disposed of thirty (30) calendar days after revocation of access privileges. Retrieval of personal property left inside facilities will be coordinated with Membership Committee Chairperson.

5. **Equipment Use**

Members and CoWorkers have access to shared equipment. Equipment use is a privilege not a right and requires collaboration to avoid scheduling conflicts and to keep the equipment in good condition. If User is interested in using shared assets like the livestream rig, podcasting equipment, or cameras please reach out to the Production Committee for orientation.

Equipment use is governed by the following rules.

- 5.1. Members can reserve a specific piece of equipment three (3) consecutive calendar days in row each month. After three (3) consecutive days of checkout, members can only reserve equipment until forty-eight (48) hours prior to checkout.
- 5.2. Members can only reserve a single piece of equipment for a total of seven (7) days each calendar month.
- 5.3. Special requests can be made to the Production Committee if exceptions need to be made.

6. **No Unlawful or Prohibited Use**

User cannot use the Services for any purpose that is unlawful or prohibited by this policy. User may not use the Services in any manner that could damage, disable, overburden, or impair any of the Co-Op's server, or interfere with any other party's use and enjoyment of any Services.

User may not attempt to gain unauthorized access to any Services, or accounts, computer systems, or networks connected to any of the Co-Op server or to any of the Services, through hacking, password mining, or any other means. User may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor may User post or download files that User knows or should know are illegal or to which User has no right.

User hereby represent and warrant that User has all requisite legal power and authority to enter into and abide by this policy and no further authorization or approval is necessary. User further represent and warrant that User's 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 User is a party.

7. **Renewals and Terminations**

This policy must be adhered to at all times. Failure to follow this policy can result in non-renewal or even early termination of the usage license at the discretion of the Executive Committee. The Co-Op reserves the right to terminate any Service at any time, immediately and without notice, if User fails to comply with this policy. This includes non-payment or violation of rules either written or communicated orally to User. Upon termination of license, the Co-Op will refund any amounts paid for unused periods that remain after deducting any pending charges on a pro-rata basis, except the Co-Op may set-off damage or for claims by the Co-Op arising under this policy.

User may terminate the license at any time by giving written notice in the form of email. Termination shall be effective at the end of the month. If User terminates the license, User will not receive a pro-rata refund for the unused portion of Services.

8. **Obligation to Law**

Co-Op will satisfy any applicable law, regulation, legal process or governmental request, or edit, refuse to post, or remove any information or materials, in whole or in part at the sole discretion of the Co-Op.

9. **Confidentiality**

- 9.1. **Confidential Information.** Users acknowledge and agree that during participation in and use of the Services, User may be exposed to Confidential Information. "**Confidential Information**" means all information, in whole or in part, that is disclosed by the Co-Op or any participant of the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of the Co-Op, any analyses,

compilations, studies or other documents prepared by the Co-Op or otherwise derived in any manner from the Confidential Information that User is obliged to keep confidential or know or have reason to know should be treated as confidential.

9.2. User participation in and/or use of the Services obligates User to:

9.2.1. maintain all Confidential Information in strict confidence;

9.2.2. not disclose Confidential Information to any third parties;

9.2.3. not use the Confidential Information in any way directly or indirectly determined to be that of the Co-Op or any participant or user of the Services.

9.3. All confidential information remains the sole and exclusive property of the Co-Op or the respective disclosing party. User acknowledges and agrees that nothing in this policy or User's participation or use of the Services will be construed as granting any rights or privileges to User, by license or otherwise, to any Confidential Information or any patent, copyright or other intellectual property, proprietary right of the Co-Op or any participant or user of the Services.

10. Participation in or Use of Services

User acknowledges that User is participating in or using the Services at User's own free will and decision. User acknowledges that the Co-Op does not have any liability with respect to User access, participation in, use of the Services, or any loss of information resulting from such participation or use.

11. Disclaimer of Warranties

To the maximum extent permitted by the applicable law, the Co-Op 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 User. Services are not guaranteed to be available, error-free or that any email will be successfully proffered. All risks of use are with the User.

12. Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall the Co-Op 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, participation in outings or events planned or facilitated by the Co-Op, or otherwise under or in connection with any provision of this policy, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of the Co-Op and even if the Co-Op has been advised of the possibility of such damages.

13. Limitation of Liability and Remedies

Notwithstanding any damages that User might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of the Co-Op or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, owners, representatives, employees, successors and assigns under any provision of this policy and User's exclusive remedy for all of the foregoing shall be limited to actual damages incurred by User based on reasonable reliance up to \$500.00 (Five Hundred Dollars). 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.

14. Non-Disparagement

User 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 the Co-Op, or any of the the Co-Op officers, directors, members, employees, personnel, agents, policies, services, or products, other than to comply with law.

15. Indemnification

User release, and hereby agree to indemnify, defend and hold harmless the Co-Op, Co-Op subsidiaries(whether or not wholly-owned), other Users, 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 User negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. User further agrees in the event that User brings a claim or lawsuit in violation of this policy, User shall be liable for any attorney fees and costs incurred by the Co-Op or its respective officers and agents in connection with the defense of such claim or lawsuit.

USER EXPRESSLY UNDERSTANDS AND AGREES THAT THE CO-OP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE CO-OP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

16. Severability

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

17. Insurance

The Co-Op carries liability and business personal property insurance. As a user of the coworking space, it is User's responsibility to carry separate "renters" insurance policy that covers User equipment. The Co-Op is under no obligation to carry insurance that covers User lost, stolen, or damaged goods as a result of User use of Services. The Co-Op may request a copy of User policy for reference.

18. Name and Likeness

User hereby grants to the Co-Op a license to use, without further compensation or approval from User, User name, image, portrait, voice, likeness and all other rights of publicity, or any derivative or modification thereto that the Co-Op may create, in any and all mediums, now known or hereafter developed, provided that such use is in relation to the Co-Op's business and consistent with professional business standards.

Code of Conduct

The Co-Op is dedicated to providing a productive, welcoming, and collaborative working environment for Members and CoWorkers. This code of conduct policy outlines our expectations for everyone who uses the space, whether as a Member, a CoWorker, or as an organizer or attendee of meetups and other events taking place in the space. The code of conduct applies not only in our space, but also online networks, chat rooms, message boards at all related events, and in one-on-one communications carried out in the context of community business. It also states the consequences of violating these expectations.

1. Use of Services

User is prohibited from using the Co-Op's Services to do any of the following:

- 1.1. Create or engage in contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise);
- 1.2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 1.3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through the Co-Op servers or internet connections.
- 1.4. Upload, or otherwise make available, file(s) 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 User owns or controls the rights thereto or have received all necessary consent to do the same.
- 1.5. 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.

- 1.6. Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another Member or facility user.
- 1.7. Download any file that User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- 1.8. Restrict or inhibit any other user from using and enjoying the Services.
- 1.9. Violate any code of conduct or other guidelines which may be applicable for any particular Service.
- 1.10. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- 1.11. Violate any applicable laws or regulations; or
- 1.12. Create false identity for the purpose of misleading others.

2. Prohibiting Activities

In order to further our goals of providing a productive, welcoming, and collaborative environment, the Co-Op prohibits the following in its facilities whether by Members, CoWorkers, or guests:

- 2.1. Smoking and vaping
- 2.2. Consumption of alcohol during normal business hours (8AM-6PM) without a written exception
- 2.3. Appearing visibly intoxicated at any time
- 2.4. Use of illegal drugs or substances
- 2.5. Possession of illegal drugs or substances
- 2.6. Bringing weapons into the facilities

3. Maintain The Office Environment

- 3.1. **Maintenance of Member Areas.** Users must keep workspaces clean, free of clutter, and in a manner appropriate for a professional office environment. Items not directly related to the office work of User business must go into onsite storage (when available) or kept off site.
- 3.2. **Common and Shared Areas.** User must keep shared areas free of personal belongings, and reset all furniture and equipment to its original state.
 - 3.2.1. **Additional Cleaning and Maintenance Fees.** User may incur additional cleaning fees when User areas are not maintained.
- 3.3. **Recycling and Trash.** To prevent fines levied on the Co-Op by our waste vendor, User may only place only single-stream recyclables in the appropriate bin. User may only place food waste and non-recyclables in trash containers.
- 3.4. **Ambient Noise.** Minimize loud conversations that tend to be distracting to those around User. Use a quiet tone and volume for your conversations and telephone calls.. Refrain from playing music or watching videos on external speakers.
- 3.5. **Workspace Disruption Notification and Management Policy.** The real estate committee is required to give members notice of disruptions that include work creating dust or fumes, the moving of furniture, or noise due to construction or maintenance. Notifications will occur as events added to shared calendars and notices posted on the "General" RIOT channel (shared instant messaging service). Notice will be given 1 day prior to disruption. Work will commence outside normal operational hours as possible.

4. Harassment Policy

User and User guests must refrain from the use of Intimidating, harassing, abusive, discriminatory, derogatory, or demeaning speech or actions in our space, online networks, and in all related events and communications. User may create or maintain no threat to the safety of User or others

Harassment includes, but is not limited to, reasonably offensive verbal comments related to gender, gender identity and expressed sexual orientation, disability, physical appearance, age, body size, race, ethnicity or religion; sexual images in public spaces; deliberate intimidation; stalking; following; harassing photography or recording; sustained disruption of talks or other events; inappropriate physical contact; and unwelcome sexual attention.

5. Enforcement of Code of Conduct

- 5.1. **Consequences of Violations.** Unacceptable behavior from any Member, CoWorker, or guest, will not be tolerated. Anyone asked to cease a violating behavior is expected to comply immediately and may be asked to leave the premises. Serious violations of this policy, especially with respect to conduct harmful to others, will result in termination of User license to use the facilities and Services. For less serious violations, in the discretion of the Executive Committee, the Co-Op will engage in the following progressive discipline policy:

- 5.1.1. First Offense: Verbal Warning from head of Membership Committee
- 5.1.2. Second Offense: Written Warning from head of Membership Committee
- 5.1.3. Third Offense: Formal Disciplinary Meeting with Membership Committee
- 5.1.4. Fourth Offense: Termination of License and/or Membership

6. Reporting Guidelines

If User witnesses or is the subject to unacceptable behavior, harassment, or have any other concerns, User should notify a member of the Membership Committee or Executive Committee immediately.

7. Addressing Grievances

If User believes that User has been falsely or unfairly accused of violating this policy, User should notify a member of the Membership Committee or Executive Committee.

Approved as of 01/02/19

_____ Joshua D. Lucas

_____ Jason L. Philips