

# HOUSE RULES

RiverWorks Coworking is not your everyday workplace. We're a community with a purpose. All of us at RiverWorks want to do fantastic work in a unique space and get along while we're doing it. To make sure we're all on the same page, we're asking you to sign a legal release. The legal terms and conditions are below, but we've translated the highlights into real-person speak. Please read this thoroughly.

## OUR PROMISE TO YOU

We value having you as part of our community and are committed to doing all we can to make sure that you and all of your fellow members and guests have:

- **A productive and enjoyable place to work** Monday – Friday, 8 am – 5 pm (or 24/7, depending on your membership)
- **Workspace, power, blazing fast Internet, coffee, tea, and filtered water station**
- **Hassle-free use** of our conference room
- **An incredible community** of smart, friendly, and helpful independent coworkers to connect with from all over the Sauk Valley region (and beyond!)
- **Personal login** to the RiverWorks Member Portal and online access to your member account and benefits
- **All the information you need** to participate in the RiverWorks community and related events and activities
- **A vibrant, uplifting place to call your professional home**, even if it's just to stop by and say hello
- **Advance notice of any changes** to services, fees, or other updates, sent to the email address(es) you've provided us
- **A smoke-free environment** for all of our members, staff, and visitors. To this end, RiverWorks Coworking has a "no smoking or vaping" policy.
- **An honest commitment to serving you to the very best of our ability.** That said, we are human and fallible. Should something go wrong, we're sorry, but RiverWorks Coworking can't be held legally responsible. If you're hacked while on our network, or if our WiFi goes down, or if someone steals something from you, it's not on us. We will, however, do whatever we can to help you resolve the issue.

- **An always-open line of communication** and confidence that you can share any questions, concerns, or ideas with us. (PS it's [hello@DixonRiverWorks.com](mailto:hello@DixonRiverWorks.com).)

## YOUR RESPONSIBILITIES

- **RiverWorks is a workplace; treat the space and your neighbors with respect and consideration.** When you walk out the door, make sure the space is in the same condition (or better!) as it was when you walked in the door.
- **Your stuff is your responsibility.** It's your job to make sure that you do not leave anything at RiverWorks when you leave unless it's **A)** in your private office, **B)** on your dedicated desk, or **C)** in your locker. If you do, and after a reasonable time has passed, we can do what we want with it.
- **Use your own stuff, not your neighbor's.** If you do need something, send up a flare. We're here to help.
- **Participation is an extreme sport.** If you break it, lose it or cause any losses, claims, or damages, we're going to have to ask you to make it right.
- **Respect your neighbor's smarts, and they'll respect yours.** When you see something on somebody's monitor or around the printer or on a whiteboard somewhere, forget you saw it. You don't want your client or your ideas made public, and neither does your fellow RiverWorks' coworking member.
- **Practice kindness.** We have zero-tolerance for harassment. Every RiverWorks member and guest should feel welcome, comfortable, and productive in our space regardless of race, gender, sexual orientation, gender identity, religion, or other personal attributes or beliefs.
- **Lassie needs to stay at home.** Despite their powers of persuasion, your furry friends need to stay behind. We HIGHLY encourage the sharing of dog (or cat) photos while you're here.
- **Think before you click.** No bit torrent or porn. RiverWorks cannot be responsible for third-party data, websites, links, or services. Make sure that you've read and agree to our explicit ***Data Connection and Internet Terms of Service***.
- **Keep it legal.** We have zero-tolerance for anyone using the RiverWorks Coworking space or resources to conduct or pursue any illegal activities or any activity that is generally regarded as offensive.
- **Events are great; until they're not.** It's your job to provide us with advance notice prior to hosting an event at the RiverWorks space.
- **Be key smart.** If we've entrusted you with digital keys to get into the building and RiverWorks space, we've given it to you—not your neighbor,

partner, or guest. Keep it to yourself, and do not allow any guest(s) to enter the space without making sure they're registered at the Community Manager's desk (reception area).

- **Communication is a two-way street.** You're responsible for letting us know right away if there are any changes to your contact and payment information. It's also on you to read the emails we send you with changes to our services, fees, and other updates.

## **ADDITIONAL RESPONSIBILITIES IF YOU HAVE A PRIVATE OFFICE OR DEDICATED DESK**

- **Make your space your own!** Personalize things all you want—we love that. Just remember that you're responsible for the full cost and expense if we have to replace or repair anything when you move out.
- **Two's a party; three's a crowd.** If the number of members or other guests regularly using your private office exceeds the number allocated on your Membership Details form, you'll have to pay up. In no event will the number of users exceed two times the number of desks in your private office, no matter how much you pay us.
- **Privacy's great--until it's not.** Your private office and personal file cabinet come furnished with locks provided by RiverWorks Coworking. If you take it upon yourself to install any additional locks to RiverWorks property without our express authorization, we will be forced to break them.

**Last revised:** July 12, 2021

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# **MASTER SERVICES AGREEMENT**

This Master Service Agreement (the "Agreement") describes your rights and obligations as they relate to your receipt and use of the services provided to you by RiverWorks Coworking, including but not limited to your membership, building access, use of office space, access to the Internet and other Services listed below.

Please read these Terms carefully, as they affect your legal rights. If you have any questions, please contact [hello@DixonRiverWorks.com](mailto:hello@DixonRiverWorks.com). By using the Services, you agree to abide by and be bound by these Terms.

The most recent Master Services Agreement will be posted online at [DixonRiverWorks.com/terms](https://DixonRiverWorks.com/terms) and made available upon request. Members agree to adhere to and be bound by this Agreement and the Data Connection and Internet Access Terms of Service, as well as other terms determined by

RiverWorks Coworking staff, which may be communicated verbally, by email, or written notice. RiverWorks Coworking reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member.

1. **Definitions.**

- A. **“Authorized Signatory”** means an individual authorized to legally bind your company
- B. **“Team Member”** means each person you authorize on your Team List as being allowed to use your Org membership or private office and receive the Services (defined below) or other benefits of your RiverWorks Coworking membership.
- C. **“Member Organization”** means a company, organization, or entity that enters into a Membership Agreement with RiverWorks Coworking
- D. **“Premises”** means the exterior parking spaces and building or portion of the building in which RiverWorks Coworking offers or plans to offer offices, workspaces, and/or other services to its Members.
- E. **“Primary Contact”** means the primary member contact for RiverWorks Coworking.
- F. **“Start Date”** means the start date set forth on the Membership Details form.
- G. **“RiverWorks Coworking,” “RiverWorks,” “Coworking Space,” “we” or “us”** means the RiverWorks Coworking entity you are in contract with.
- H. **“Services”** refers to your access to and use of our space, online member platform, member events, and certain other related services and features we provide. The exact Services you receive will depend on
  - a. the product or services you have purchased;
  - b. the Services available and,
  - c. additional features and services selected by you, including additional payment obligations.
- I. **“You”** means the company or individual listed on the Membership Details form.

2. **The Benefits of Membership.** Subject to the terms and conditions of this agreement, we will make commercially reasonable efforts to provide you (and your Team Members, as applicable) the services described below. These services are referred to in the Agreement as the “Services.”

- A. Non-exclusive access to the RiverWorks Coworking space and, if relevant, your private office.
- B. Regular maintenance of the workspace and, if relevant, your private office. We will not be responsible for damage exceeding normal wear and tear.
- C. Furnishings, including desks, chairs, work tables, and, in the case of private office and dedicated desk members, lockable filing cabinets.
- D. Access to and use of the RiverWorks Coworking Member Portal, powered by Nexodus.

- E. Access to and use of the shared Internet connection.
- F. Use of the printers, copiers, and scanners made publicly available on the Premises.
- G. Use of the conference room and podcast studio during Regular Business Hours on Regular Business Days, subject to availability and your prior reservation of the conference room and podcast studio.
- H. Climate control on the Premises during Regular Business Hours on Regular Business Days.
- I. Where relevant, acceptance of mail and deliveries on behalf of your business during Regular Business Hours on Regular Business days; provided that we are not liable for any mail or packages received without a RiverWorks Coworking employee's signature indicating acceptance, or should you use our mail and deliveries services for fraudulent or unlawful purposes. RiverWorks Coworking will not be liable or responsible to hold mail for longer than 30 days.
- J. Opportunity to participate in Member-only events, benefits, and promotions.

**3. Our reserved rights.** We are entitled to access all areas of the Premises, including, if relevant, your private office, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or any other purposes. We may temporarily move furniture, including within the private offices. We reserve the right to alter any areas of the Premises, including private offices, provided that we do so in a manner that does not decrease the square footage of your assigned workspace, private office, or related amenities. We may also modify or reduce the list of Services of furnishings at any time. The Services may be provided by us, an affiliate, or a third party.

**4. Availability and use of the Premises.**

- A. All memberships include the use of the kitchen, meeting room, and coworking space. Private office memberships also include the use of your designated private office. RiverWorks Coworking is open during "Regular Business Hours." Regular business hours are generally 8:00 a.m. to 5:00 p.m. on Regular Business Days. "Regular Business Days" are all weekdays, except local bank/government holidays and up to three other days, of which we will inform you. Regular Business Hours and Regular Business Days may vary.
- B. The Conference room and Podcast Studio may be booked outside of these hours with advanced notice. Upon completion of the Membership Agreement, you will receive a digital key, which allows access to RiverWorks Coworking 24/7, or according to the terms of the membership, you have selected. A RiverWorks Coworking staff member will be onsite

from 8:00 a.m. to 5:00 p.m. on weekdays, except where otherwise noted.

- C. If we are unable to make the workspace and/or private office available by the Start Date for any reason, including due to (i) changes in construction plans, delays in obtaining permits, or any other obstacles in procuring space on the Premises, or (ii) delays caused by you or by changes requested by you, we will not be subject to any liability related to such inability, nor will such failure affect the validity of this Agreement. In this event, except as set forth in this Agreement, you will not be obligated to make payments of the Membership Fee until the workspace and/or private office is made available to you.
- D. *Restricted Use.* Members are restricted from operating a business that constitutes a “retail” establishment from any space located on the premises. Members are prohibited from conducting any business that invites frequent, spontaneous visits to the premises by the general public without receiving prior authorization from RiverWorks Coworking.
- E. Members are restricted from engaging in any illegal business activity or any activity that is generally regarded as offensive to others.
- F. *No smoking or vaping.* No smoking or vaping of any kind is permitted anywhere in the Coworking Space. If paraphernalia is found or smoking or vaping activity is suspected on the property, RiverWorks Coworking may take action to declare the member to be in violation of this membership agreement and begin the termination process accordingly. The member who owns the paraphernalia will also be charged for any damages, odors, or other disruptions caused by the unauthorized usage.
- G. *Conference Room | Podcast Studio.* Subject to availability, you are entitled to use the conference room and podcast studio during RiverWorks Coworking Regular Business Hours, on Regular Business Days. A special arrangement must be made with RiverWorks Coworking staff to use the conference room and podcast studio outside of Regular Business Hours.

All monthly memberships include conference room credits that can be used to reserve available meeting room space. Check your membership level for the number of conference room credits included with your membership. Suppose you exceed your allotted conference room credits in any given month. In that case, you will be billed at the current prevailing rate as indicated on the RiverWorks Member Portal. Conference room credits are only valid for the month in which they are allocated. There are no month-to-month rollovers or pre-usage of future hours.

Day Pass users, Flex Desk users, and RiverWorks guests have NO conference room hours included in their Membership. Any conference room or podcast studio usage is billable at the current prevailing rate for non-Members and is usable during standard office hours. The conference room and podcast studio may be booked online via the RiverWorks Member Portal, by contacting a member of our staff, or by emailing: [hello@DixonRiverWorks.com](mailto:hello@DixonRiverWorks.com).

5. **Creating your RiverWorks Membership.** You will create your RiverWorks Coworking member profile and establish a personal password of your choosing on the RiverWorks Member Portal, which can be accessed at any time via [riverworks.spaces.nexudus.com](https://riverworks.spaces.nexudus.com). You are responsible for maintaining the confidentiality of your password. You must notify us promptly if you suspect that your password has been compromised. A third-party provider, Nexudus, hosts the RiverWorks Member Portal.

6. **Linking to a Company.** During the registration process, you may identify a Company with whom your account is associated.

Alternatively, your individual profile may have been created by an authorized representative of your employer or other entity for which you provide services. Your profile will be associated with such Company. You agree that you will not falsely represent your association with any Company, impersonate any third party, or otherwise submit or present any false or misleading information to the RiverWorks Coworking community or us. If your relationship with the Company in your profile changes or ends, you agree to update your profile to reflect this promptly.

Suppose your Company provides your RiverWorks Coworking membership. In that case, you may lose access to the Services upon termination or change in relationship with such Company; you may lose access to the Services upon termination or change in status of your connection with such Company. If you are an authorized representative of an entity receiving the Services, you hereby warrant and represent to us that (a) you have the proper authority to create, terminate and maintain the company account and to add and remove individual members to and from the account and (b) you have obtained all necessary consent from any applicable individuals for the creation of their accounts and the processing of individual information. You agree to indemnify us for any loss we may suffer due to any breach of these warranties and representations.

7. **Your members.**

- A. **Updating your Team List.** Members with a Team Membership and Private Office/Dedicated Desk with multiple members will be required to submit a Team List to RiverWorks, indicating who is authorized to use the space under the organization's account. Only those individuals set forth on the authorized Team List will be deemed to be "Members" and entitled to the benefits described in this Agreement. Your Team Members will be able to begin using, accessing, and receiving the Services on the later of (i) the Start Date or (ii) the date we confirm the addition of such individual to the Team List. You are responsible for maintaining the accuracy of the Member List, the first version of which is attached to your Membership Agreement. To make changes to your Member List, you must have your Primary Contact send an email from the Primary Contact's email account on file with RiverWorks Coworking to [hello@DixonRiverWorks.com](mailto:hello@DixonRiverWorks.com). The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. The changes will not take effect until we confirm that we have received the email and have accepted and applied the change at our sole discretion. A Member will no longer be allowed to access the Services upon the earlier of (1) the termination or expiration of this Agreement; (2) your removal of the Member from the authorized Team List or (3) our notification from you that the Member will be removed from the Team List, for example, that that Member violated this Agreement. If the number of Members or other individuals regularly using your private office exceeds the number allocated on the Membership Details form, you will be required to pay additional fees. In no event will the number of Members exceed two times the number of desks provided by RiverWorks Coworking in your private office, regardless of additional fees paid. We reserve the right to place further limits on the number of Members allowed at any point.
- B. **Creating a Profile.** Upon adding a Member to the authorized Team List, the member will be required to create a profile on the RiverWorks Member Portal. This profile will be viewable by us, our employees, and other RiverWorks Members. Such profile information may include a photograph of the Member and other information about the Member. You are responsible for informing each of your Members about creating such profiles and obtaining their consent to the collection, use, and disclosure of their personal information for such purposes.
- C. **Changes to or Removal of Primary Contact or Authorized Signatory.** An Authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Contact will generally serve as RiverWorks Coworking's primary contact regarding matters that involve your authorized Team Members, your private office, if applicable, and the RiverWorks workspace. We are entitled to rely on communications to or



from the Authorized Signatory or Primary Contact as notice to or from the Member Organization. However, an Executive Officer of the applicable Member Organization will have the authority to override the request of an Authorized Signatory or Primary Contact, as appropriate, provided that we receive such a request within 24 hours following such Authorized Signatory's or Primary Contact's request. We will be entitled to request reasonable information to confirm that an individual claiming to be an Executive Officer truly is one and to exercise our discretion in determining whether a particular position constitutes an "Executive Officer." An Executive Officer will also have the authority to remove or replace the individual serving as the Authorized Signatory or Primary Contact. Unless we receive instructions from the Authorized Signatory or Executive Officer, if the individual designated as the Primary Contact ceases to provide services to the Member Company or ceases using the Office Space regularly, we will use our reasonable judgment in establishing a replacement Primary Contact.

## 8. **Membership Fees and Payments.**

- A. All membership payments are due monthly, on the first of each month, after your start date (the first month prorated if the start date is not the first of the month).
- B. All members will be charged a \$25 deposit for the use of the 24/7 access digital key you will receive when you become a member. This deposit will be returned to you upon the cancellation of your membership and the return of your digital key to RiverWorks Coworking. A thirty (30) day cancellation notice is required for all memberships.
- C. A thirty (30) day grace period is given to shared office members to find a replacement member if a sharing member cancels. After that grace period, a new agreement will be established.
- D. RiverWorks Coworking reserves the right to charge late fees and withhold services if payments are not received on time. RiverWorks Coworking reserves the right to adjust rates and change membership plans with a thirty (30) day written notice to members.
- E. ***Invoices and financial information.*** RiverWorks Coworking will send or otherwise provide invoices and other billing-related documents, information, and notices to the Primary Contact unless a different Billing Contact is indicated on the Membership Details form. You may view all charges, past and upcoming, at any time by logging on to the RiverWorks Member Portal at: [riverworks.spaces.nexodus.com](https://riverworks.spaces.nexodus.com).

- F. **Overage fees.** Each month, you will receive a certain number of credits for conference room use and other products and services we may offer from time to time, as specified in the Membership Agreement. These allowances may not be rolled over from month to month. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages. All overage fees are subject to increase from time to time.
- G. **Form of payment.** We accept payments for all amounts specified in this Agreement solely by direct withdrawal from your bank account or by credit card. If you elect to pay via direct withdrawal, you are required to maintain sufficient money in your bank account to pay the fees described in this Agreement and to inform us promptly of any changes to the account. If you elect to pay via credit card, you are required to inform us promptly of any changes to your credit card information and must ensure that you replace such credit card and update the relevant information prior to its expiration date. If payment via credit card fails on two occasions, we may require you to make payments via direct withdrawal.
- H. **Outstanding fees.** When we receive funds from you, we will first apply funds to any balances that are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate this Agreement.

## 9. **Term & Termination.**

- A. **Term.** This Agreement will be effective when signed by both parties (“Effective Date”); provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your first (1st) month’s Membership Fee has cleared or (ii) the Start Date. If the Start Date is a Regular Business Day and you have a private office or dedicated desk membership, you will be entitled to move into your designated space after 8:00 a.m. on the Start Date. If the Start Date is not a Regular Business Day, you will be entitled to move into your designated space after 8:00 a.m. on the first (1st) Regular Business Day after the Start Date. Unless otherwise set forth on the Membership Form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term is a “Renewal Term”). The Commitment Term and all subsequent Renewal Terms shall constitute the “Term”. If no Commitment Term is indicated on your Membership Details form, the default Commitment Term and all subsequent Renewal Terms shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.

- B. **Cancellation prior to the Start Date by you.** You may cancel this Agreement prior to the Start Date upon delivery of notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund of any registration fees or deposits, less any applicable charges, expenses, or deductions. If you terminate less than one (1) full calendar month prior to your Start Date, you will not receive any refund.
- C. **Termination after the Start Date by you.** Except as set forth in this section, you may terminate this Agreement by delivering to us a written notice at least one (1) full calendar month prior to the month in which you intend to terminate this Agreement (“Termination Effective Month”). The termination will become effective on the last Regular Business Day of the Termination Effective Month. For instance, if you would like to terminate this Agreement on the last Regular Business Day of April, the last opportunity to deliver written notice to us would be on March 31. The last month’s Membership Fee is not subject to pro-rating. You must vacate your Office Space no later than 5:00 p.m. on the last Regular Business Day of the month. Changes in private offices, to the extent that you have already occupied a different private office, will also require compliance with the termination obligations set forth in this Section 5 for the private office being vacated.
- D. **Termination or suspension after the start date by us.** We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration, or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your authorized Members fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by us; or (v) at any other time, when we, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.
- E. **Lost or unreturned digital keys.** All members will be charged a \$25 deposit for the use of the 24/7 access digital key you will receive when you become a member. This deposit will be returned to you upon the cancellation of your membership and the return of your digital key to RiverWorks Coworking. You will have 10 days from your cancellation date to mail or drop off your digital key to the RiverWorks Coworking location to avoid the loss of your \$25 deposit.
- F. **Removal of property upon termination.** Prior to the termination or expiration of this Agreement, you will remove all of your Team Members’ and your or their guests’ property from the RiverWorks Coworking Premises.

After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or about the Private Office or Premises after the termination of this Agreement and will not have any obligation to store such property. You waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

**10. House rules and Data Connection and Internet Access Terms of Service.** You acknowledge and agree that you have received and reviewed the House Rules and Data Connection and Internet Access Terms of Service, which are incorporated herein and made part of this Agreement by reference.

**11. Technology release.** In order to utilize all of the functionalities offered by us, it may be necessary to install software onto your computer, tablet, mobile device, or other electronic equipment. From time to time, and at your request, we may also provide you with technical support to troubleshoot problems that you may have in trying to access certain functionalities, such as printing or accessing the Internet. You agree to release us and our agents or affiliates from any and all damages that may arise out of performing such technical support. You further recognize that we offer no express or implied warranties regarding the successful outcome of such technical support.

**12. Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and commercial general liability insurance covering you and your Team Members for property loss and damage, injury to your Team Members and your Team Members' guests, and prevention or denial of use of or access to, all parts of the Premises, in form and amount appropriate to your business.

**13. Property belonging to RiverWorks Coworking.** RiverWorks Coworking provides furnishings for your use in all areas. Furnishings provided by RiverWorks Coworking are the sole property of RiverWorks and may not be removed from the space. Furnishings may only be moved upon approval of RiverWorks Coworking staff. If you damage or destroy any of our furnishings, you will be responsible for the full cost of replacement or repair. We do not guarantee the provision of furnishings for any particular purpose or usage.

**14. Use of the RiverWorks Coworking Name; Photos of the Premises.** You may not take, copy or use for any purpose the name "RiverWorks Coworking" or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers, or other intellectual property or modified or altered versions of the

same, or take, copy or use for any purpose any pictures or illustrations of any portion of any RiverWorks Coworking properties, without our prior consent.

**15. Mail handling and Business Address Usage.** You may use RiverWorks Coworking as a business address on your business cards, marketing materials, website, and other business documents. You **MUST** include your Office number or Dedicated Desk number as part of your business address. You acknowledge and agree that you do not maintain any real property interest or tenancy in the Coworking Space.

- A. **Physical Mail Handling.** You are able to receive mail at RiverWorks Coworking. You authorize RiverWorks to act as an agent on your behalf to receive mail. **NOTE:** You **MUST** include your Office or Dedicated Desk number as part of your address.
- B. **Virtual Mail Handling.** You may have the option to forward or scan mail. You may need to pay for the cost of forwarding or scanning, including additional supplies, postage, or other miscellaneous expenses. We are not responsible for any non-delivery or delay of your mail. We will only accept mail in your name. You are responsible for ensuring that all mail complies with USPS rules and regulations.

**16. Property belonging to you and your guests.**

- A. **Personal Property.** RiverWorks Coworking is not responsible for the safety or security of any personal property belonging to you, your Team Members, or your guests. Prior to the termination or expiration of your RiverWorks Membership, you must remove all of your property from our space. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in our space, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.
- B. **Intellectual Property.** You grant us permission to use your name, trademark, and/or logo to identify you as a Member of RiverWorks Coworking, alongside those of other Members, on a public-facing “Membership” display on our website: [DixonRiverWorks.com](http://DixonRiverWorks.com). You acknowledge that we may, from time to time, use your name, trademark, and/or logo incidentally and/or in passing in connection with the promotion of our and our partners’ businesses, products, and services during and after the Term. To the extent that (i) any such use is objectionable by you, (ii) you notify us of your objections in writing, and (iii) provided that we work promptly and in good faith to remove or minimize to the extent reasonably

possible under the circumstances the effect of the objected-to conduct, you hereby waive any claims or damages against us relating to such use.

**17. No Liability for Third-Party Actors.**

- A. We are not liable for the actions of other individuals. We do not control and are not responsible for the actions of other individuals using the Services or at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support, or verify our users' or members' facts, opinions, or recommendations.
- B. The Services may provide you with access to third-party products or services. The Services may also provide you with access to advertisements from our other third-party business partners. We are not responsible for the content of these advertisements or any links, products, services, or other materials relating to any third-party products, services, advertisements, or other materials. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Services or any products, services, or other materials relating to any advertisement. You agree that our making available access to or discounts for these third-party services does not constitute the provision of such third-party services by us, and you will look solely to the applicable third party for provision of the applicable third-party services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third-party services.

**18. Disclaimer of warranties and implied terms.** The Services are provided "AS IS." To the extent permitted by law, we disclaim all warranties and terms, express or implied, concerning the Services, including warranties, terms, or representations as to the availability, operation, performance, and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from a course of dealing, course of performance or usage in trade.

**19. Nature of Relationship and Interest.** Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the RiverWorks Coworking space remains our property and in our possession and control, including your private office, if applicable. We are giving you the right to share with us the use of workspace to provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not landlord-tenant or lessor-lessee. This Agreement in no way shall be construed as to grant you or any Member any title, easement, lien,

possession of related rights in our business, the Premises, or anything contained in or on the Premises, including the private offices. The Agreement creates no tenancy interest, leasehold estate, or other genuine property interest. The parties hereto shall each be independent contractors in the performance of our obligations under this Agreement. This Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

**20. Hold Harmless and Indemnification.** You will indemnify and hold harmless RiverWorks Coworking from and against any claims, liabilities, damages, and expenses (“Claims”) including reasonable attorneys’ fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or any of your or their actions or omissions, and RiverWorks Coworking will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by RiverWorks Coworking imposes any obligation upon RiverWorks Coworking Parties, or does not contain a full and unconditional release of RiverWorks Coworking without our written consent. RiverWorks Coworking shall not be liable for any settlement made without its prior written consent.

**21. Waiver of claims.** To the extent permitted by law, you, on your behalf and on behalf of your Team Members, employees, agents, guests, and invitees, waive any claims and rights against us and our landlords at the Premises and our affiliates and each of our and their employees resulting from injury or damage to, or destruction, theft, or loss of any property or person.

**22. Limitation of liability.** The aggregate monetary liability of any RiverWorks Coworking to you or your Team Members, employees, agents, guests, or invitees for any reason and all causes of action will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months before the claim arising. **None of the RiverWorks Coworking parties will be liable under any cause of action for any indirect, special, incidental, consequential, reliance, or punitive damages, including loss of profits or business interruption.**

**23. Venue/Jurisdiction.** Any dispute arising under this Agreement shall be governed by and subject to the laws of the State of Illinois. The parties agree to submit and consent to the exclusive jurisdiction of the State of Illinois and should litigation arise, agree that such litigation shall be conducted in the courts of Lee County, Illinois.

**Last updated:** July 12, 2021

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# DATA CONNECTION AND INTERNET ACCESS TERMS OF SERVICE

While you are at RiverWorks Coworking, you may connect to our data network to, among other things, access the internet (the “Connection”). The Connection is provided by RiverWorks Coworking or an agent or affiliate of RiverWorks Coworking. By using or accessing the Connection, you agree to these terms of service. **Please read these terms carefully.**

We may revise these terms at any time. You are deemed to accept the current terms each time you use or access the Connection. It is your responsibility to review it for any changes. If you do not accept these terms of service, you may not use the Connection.

1. **Access.** Your access to the Connection is at our discretion. Your access may be blocked, suspended, or terminated at any time and, for any reason, including violation of these terms of service, disruption of access to other users or networks, or otherwise protecting us, our users, or other third parties.

The Connection is available to your device only when it is within the wireless range of our access points or in your office or conference room through an Ethernet cable to a data network port. The Connection may be subject to unavailability, including by reason of emergencies, service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair.

We are not responsible for any interruptions or performance issues with the Connection, nor the underlying network(s), transmission equipment, and systems. Network speed will vary based on your device configuration, location, compression, network congestion, and other factors. You are solely responsible for any devices, software, or other materials necessary to use the connection.

2. **Privacy & Security.** You acknowledge that no data network or internet-based communication is 100% secure; such communications could be intercepted by equipment and software. No such communication should be considered private or protected.

Subject to applicable law and per our privacy policy, we also have the right, but not the obligation, to monitor, intercept and review, and disclose, without further notice, any transmissions over or use of our Connection to comply with the lawful



process, orders, warrants or subpoenas, or to protect our rights, property, and users.

**3. Prohibited uses.** Accessing or using (or attempting to access or use) the Connection or taking any action online that violates any applicable law or regulation or that could harm us or any third party or interfere with the operation of the data network to others is prohibited. Among other items, for example, you may not:

- A. Upload or transmit through the Connection any (a) computer viruses, worms, spam, or anything else designed to interfere with or disrupt the standard operating procedures of a computer or network; or (b) any defamatory material, offensive, or of an obscene nature;
- B. take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure or that violates or threatens our system or network security or that of our users or any third parties, including any attempt to circumvent any restrictions imposed on your access to or use of the Connection or our other websites;
- C. use the Connection to infringe or violate the intellectual property rights or proprietary rights of any third party;
- D. share our IP address or ISP Internet Connection with anyone;
- E. reproduce, retransmit, disseminate, or resell the Connection, or authorize any other individual or entity to use the connection, whether for profit or not, without our express written permission.

*Breaching “Prohibited Uses”* may result in civil or criminal liability. We may report such breaches to relevant law enforcement authorities and co-operate with those authorities to prosecute users who violate these terms. We have the right, but not the obligation, to suspend or terminate your access and use of the Connection and other services we may provide you and block or remove any communications or materials transmitted through the Connection.

**4. Additional disclaimers; Liability limits.** We are providing the Connection on an “as is” and “as available” basis. **To the extent permitted by law, we disclaim all warranties and terms, express or implied, including warranties, terms, or representations as to the availability, operation, security, performance, and use of our services or any other materials on or accessed via our services, or the accuracy, speed, availability or uptime of the services, network, or data, including any warranties or terms of merchantability, fitness for a particular**

**purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.**

You waive any claims and rights against us and our affiliates, parents, and successors and each of our employees, assignees, officers, agents, and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, to the maximum extent permitted by applicable law. None of the RiverWorks Coworking Parties will be liable to you under any cause of action for any indirect, special, incidental, consequential, reliance, or punitive damages, including loss of profits or business interruption. You will indemnify the RiverWorks Coworking Parties from and against any and all claims, liabilities, and expenses (including reasonable attorneys' fees), resulting from any breach of this agreement by you.

**Last revised:** July 12, 2021