

**YES!** I'd like to become a member of *Desk Refuge* where I'll enjoy all the tools and community of a modern office without the soul crushing corporate environment. I want all the benefits associated with working in a collaborative environment and to escape the isolation of working at home and the restrictions of working in busy coffee shops.

Name:				
Company Name:				
Billing Address:				
Email Address:				
Phone Number:				
Membership Level / Cost per Month:				
Credit Card Type:	VISA	MasterCard	Discover	AmEx
Credit Card Number:				
Expiration Date / CVV				
Name As It Appears on CC:				
Billing Zip Code:				
SIGNAGTURE:		_ DATE:		_
(PRINT) NAME:				_
-	Rd, Akron, OH 4431 fuge.com			Page 1 of 5



# **INDEPENDENCE PLANS**

Plan	Hours per Month	Monthly Fee
Entrepreneur 20	20	\$200
Entrepreneur 30	30	\$210
Entrepreneur 40	40	\$220
Entrepreneur 50	50	\$230
Entrepreneur 60	60	\$250
Entrepreneur 80	80	\$270
Unlimited	Unlimited	\$350
Dedicated Desk	Unlimited	\$400
Private Office	Unlimited	\$500



#### Desk Refuge Terms of Use

#### 1. Acceptance of Terms

The services of Desk Refuge LLC ("Desk Refuge") provides to you, the undersigned (including but not limited to use of office space, access to internet, etc.), are subject to the following Terms of Use ("TOU")

# 2. 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. You may not use the Services in any manner that could damage, disable, overburden, or impair any Desk Refuge server, or the networks(s) connected to any Desk Refuge server. You may not attempt to gain unauthorized access 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 the request legal power and authority to enter into and abide by the terms and conditions of this TOU 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 licenses, contract, agreement or any other instrument or obligation to which you are a party.

#### 3. Use of Services

You agree when participating in or using the Services, you will not:

- **a.** Use the Services in connection with contests, pyramid schemes, chain letters, junk emailing, spamming, or any duplicative or unsolicited message (commercial or otherwise);
- **b.** Defame, abuse, harass or otherwise violate the legal rights and privacy of other members;
- **c.** Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Desk Refuge networks;
- **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 rights thereto or have received all necessary consent to do the same;.
- **e.** Upload files that contain viruses, Trojan Horses, worms or any similar software or programs that may damage the operation of another's computer or property of another;
- **f.** Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- g. Restrict or inhibit any other user from using and enjoying the Services;

Desk Refuge

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- **h.** Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- i. Violate any applicable laws or regulations;

### 4. Termination

Desk Refuge reserves the right to terminate any Service at any time. Desk Refuge further reserves the right to terminate your participation in the use of any services immediately and without notice, if you fail to comply with the TOU.

### 5. Indemnification

You release, and hereby agree to indemnify, defend and save harmless Desk Refuge and its members, affiliates, shareholders, employees, past, present & future officers, successors and assigns, jointly and individually, from and against all claims, liabilities losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Desk Refuge or its respective officers and agents in connection with the defense of such claim or lawsuit.

### 6. Building Rules

- **a.** It is expected that you will observe the quiet enjoyment and normal use of the Building at all times and not damage or deface the Building or its fixtures or fittings, decor and furnishings.
- **b.** You will not compromise the Building or its protection from fire, flood, gas, electricity or weather.
- **c.** You will not compromise the building security or the security of the spaces therein and will ensure that all reasonable measures are taken to safeguard the Desk Refuge buildings, occupants and the occupants possessions. At no time should the security locks be bypassed or left in an open position and external doors should never be propped open whilst unattended.
- **d.** You are deemed to have read, understood and accepted the full Building Rules, as copy of which is available from Desk Refuge.

### 7. Key-holder responsibilities

a. A key-holder is deemed to be any person who takes possession of keys or combinations to Desk Refuge or any Desk Refuge building. Key-holders acknowledge and accept responsibility for the security of the doors and spaces there accessed. The key-holder is expected to secure the building when either they believe they are the last person on the premises or any time after 6pm.



### 8. Sever-ability

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

# 9. Waiver of Subrogation

a. Lessor and Lessee each hereby waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers and employees, for any damage to or destruction of persons, property or business, including, but not limited to Improvements which shall occur on or about the Premises and shall result from any of the perils insured under any and all policies of insurance maintained by Lessor and Lessee, regardless of cause, including the negligence and intentional wrong doing of either party and their respective agents, officers and employees, but only to the extent of recovery, if any, under such policy or policies of insurance; provided, however, that this waiver shall be null and void to the extent that any such insurance shall be invalidated by reason of this waiver.

#### 10. Insurance

As a user you are not required but it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence / office as well as premises of Desk Refuge.

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

SIGNAGTURE: \_\_\_\_\_\_ DATE: \_\_\_\_\_\_

(PRINT) NAME: