



Cruzioworks

Terms of Use

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Agreement to terms of Cruzio Internet Master Services Agreement also required.

1. Security

- a. Customers shall cause all doors to the Premises to be closed and securely locked before leaving the Building. Doors will never be propped open or left ajar.
- b. Customers assume full responsibility for protecting the Premises, and their own offices, from theft, robbery and pilferage, which includes keeping doors locked and secured and never providing access to any persons known or unknown.
- c. Customers assume full responsibility for ensuring guests abide by these Terms and for escorting guests off premises.

2. Acceptable Use

- a. Except with the prior written consent of Cruzio, Premises shall be used for General Office use only.
- b. No cooking shall be done or permitted on the Premises.
- c. Premises may not be used for lodging.
- d. Premises, equipment, supplies, and other services may not be sublet or resold without prior written consent of Cruzio.
- e. **Wireless Internet Policy:** Wireless access to the Internet is provided during your membership. Cruzio is not responsible for any data, business or other losses as a result of service interruptions, electrical surges, theft, viruses or malicious attack. 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. Cruzio may change your address, log-in name or password at any time. Cruzio will assign you an IP address each time you access the Service, and it will vary. You may not assign your log-in name, password or IP address to any other person. Customer wifi devices may only be installed in private office and only if dedicated Internet connection has been purchased for that office. All Customer wifi devices must operate on channel designated by Cruzio. Power should be turned down on wifi units to reduce coverage to Customer's office only. Any Customer wifi device deemed by Cruzio to be interfering with Cruzioworks wifi must be disabled. Customer-owned wifi devices must be password protected with at least WPA security and should not have "cruzio" anywhere in the SSID. Cruzio reserve the right to disable Internet connectivity to any device deemed by Cruzio to be interfering with Cruzioworks wifi, or for any other reason.
- f. Without prior written permission from Cruzio, you shall not install, maintain or otherwise locate at Cruzio any computer server of any kind, whether hardware or software.

3. Insurance

Cruzio carries Liability and Business Personal Property insurance. It is strongly suggested, but not required, that Cruzioworks customers carry an insurance policy to cover their own equipment and personal property while using our space.

4. Common Areas

- a. Cruzio reserves the right to remove any objects placed in common areas or outside the building deemed unsightly, hazardous, obstructive or for any other reason.
- b. Customers must keep the Common Areas clean at all times and may not store any paper products, cardboard, boxes or other materials in the Common Areas.
- c. Customers will be billed for any damages caused by them or their guests.
- d. Events/conference/meeting rooms must be returned to original condition at end of allotted time. Set up, breakdown and cleanup must be completed within allotted time. Customers agree to abide by the Cruzio Events Room Rental Terms of Use (http://www.cruzio.com/images/cruzio_downloads/terms/cruzio-events-room-terms.pdf).
- e. Cruzioworks is monitored 24/7 by a video security system. You agree that you may be recorded while you are in the Cruzioworks space, and that Cruzio will monitor these images and may use these images for publicity purposes.
- f. No posters, pictures or other material will be posted in Common areas. All windows and glass doors are categorized as common area.

5. Safety

- a. Customers shall not bring upon, use or keep in the Premises or the Building, (i) Kerosene, gasoline or inflammable, combustible or explosive fluid or material, (ii) any method of heating or air conditioning other than that supplied by Cruzio, (iii) Alcohol, illegal drugs or other intoxicants, (iv) Explosives or pyrotechnics, (v) Weapons, (vi) Dogs or other animals, other than Seeing Eye and Service Animals, (vii) Any other material reasonably determined by Cruzio to be inconsistent with the operation of the building.
- b. Smoking, burning of candles, incense or other sources of open or smoldering flame are not allowed on premises anywhere in the building.

6. Construction and Utilities

Customers are prohibited from (i) Directing electricians to where and how telephone and other wires are to be introduced, (ii) Boring or cutting of wires, (iii) installing linoleum, tile, carpet or other floor covering, (v) Changing or installing locks on doors, (v) installing any permanent fixtures or making any changes to physical surroundings without express written permission from Cruzio.

7. Payment

Payment is due on the 1st of the month, a late fee of 10% or \$10 (whichever is greater) will be applied if the account is over due for 5 days. Accounts are in default if payment is not received within 13 days of its due date. Accounts in default will be suspended and access to space will be interrupted. Such interruption does not relieve Customer from paying past due and ongoing charges. Accounts are closed if payment is not received within 19 days of its due date. Upon closure, any property left in offices will be moved to storage and stored at Customer's expense. Cruzio is not responsible for any damages to Customer property during removal or storage. If within 60 days Customer has not claimed property, Customer will be considered to have waived rights of ownership.

8. Termination

Cruzio requires thirty (30) days prior written notice on all cancellation requests. Any membership is terminable by Cruzio with 30 days notice with or without cause. Membership is terminable by Cruzio without notice if these terms are violated.

Upon the termination of Services, you shall deliver to Cruzio all keys and passes for offices, rooms, and toilet rooms which shall have been furnished to you. In the event of the loss of any keys so furnished, you shall pay Cruzio therefor. You shall not make, or cause to be made, any such keys, you shall order all such keys solely from Cruzio and you shall pay Cruzio for any additional such keys over and above the set(s) of keys originally furnished by Cruzio.

Upon expiration or termination of this agreement, within ten (10) days Customer will remove all Customer Equipment and any other property from Cruzio's premises and return the Space to Cruzio in the same condition as it was prior to Customer's occupation.. If Customer does not remove such property within the ten (10) day period, Cruzio, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages. In addition, Cruzio reserves the right to hold any Customer Equipment until it has received payment in full.

Deposits, minus any costs for cleaning and damages, will be returned within thirty (30) days of termination. Upon termination, any mail delivered will be returned to sender, and any mail left on Premises will be destroyed.

9. Promotion, Advertising, and Copyright

Without the prior written consent of Cruzio, you shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising your business.

10. Disclosure

Cruzio reserves the right at all times to disclose any information about you, your participation in and use of the Services as Cruzio deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at Cruzio's sole discretion.

11. Confidentiality

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 Cruzio, a customer, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Cruzio, any analyses, compilations, studies or other documents prepared by Cruzio 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.

Your participation in and/or use of the Services obligates you to maintain all Confidential Information in strict confidence; not to disclose Confidential Information to any third parties; not to use the Confidential Information in any way directly or in directly detrimental to Cruzio, or any participant or user of the Services.

All Confidential Information remains the sole and exclusive property of Cruzio or the respective disclosing party. You acknowledge and agree that nothing in this TOU 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 Cruzio, or any participant or user of the Services.

12. Access

Cruzio shall be in no way liable for any act or omission or failure of key card system and the card keys which may be provided. Lost or stolen cards must be reported immediately. A charge will apply for replacement key cards.

13. Building Rules

Cruzio works exists inside of 877 Cedar, which means that customers must abide by the rules of the building. A copy of the Building Rules is available upon request. The building rules might change with time, so you're responsible for checking our website for changes. Membership is terminable by Cruzio without notice if building rules are violated.

14. Mail and Deliveries

Cruzio is not responsible for any mail delivered to Premises, not for the condition of any packages delivered to the Premises.

Customer Name / Company Representative (PRINT)

Signature

Date

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