



SMARTOFFICE

NORTHWEST

Tenant Agreement

Updated January 2022

Terms of Use

1. Acceptance of Agreement

The **Services SmartOffice Northwest (SONW)** provides to you, the undersigned **Tenant**, including but not limited to building access, use of office space, access to Internet, and the other **Services**, are subject to the following **Tenant Agreement (the Agreement)**. This **Agreement** will be posted online and made available upon request. **Tenants** will abide by the **Agreement**, as well as other terms determined by **SONW** representatives, which may be communicated verbally, by email or written notice. **SONW** reserves the right to add, delete or amend the **Agreement** at our reasonable discretion without notice to **Tenants**. **Tenants continued use of SONW facilities and Services following any changes to the Agreement constitutes your acceptance of such new term(s)**.

2. Descriptions of Services

SONW may provide you with access to office space, work-stations, Internet access, office equipment, conference space, private mailbox, knowledge resources and any other services that maybe offered from time to time (collectively, **Services**). The **Services** at all times are subject to the **Agreement**.

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. You may not use the **Services** in any manner that could damage, disable, overburden, or impair any

SONW systems, or the network(s) connected to any **SONW** server, or interfere with any other party's use and enjoyment of any **Services**. You may not attempt to gain unauthorized access to any **Services**, or accounts, computer systems or networks connected to any **SONW** 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 and abide by the terms and conditions of this **Agreement** 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. Comply with House Rules

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

- a. Use the **Services** in connection with 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 **SONW Services**;
- 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 limited to, 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. 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;
- 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. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the **Services**;
- i. Violate any code of conduct of other guidelines which may be applicable for any particular **Service**;
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party; and
- k. Violate any applicable laws or regulations;

5. Use of Services

- a. Use of all **Services** is subject to availability. Office use is measured in whole days, and unused days can not be carried over to the following month.
- b. Dedicated Desk or Coworking users may be accompanied by a visitor during their use of office space. Additional visitors may incur additional charges. A visitor and/or guest are defined as a person who does not require access to internet services. If a visitor and/or guest would like internet services we will be happy to provide them for an additional fee;
- c. You must not install any furniture or office equipment, cabling, IT or telecom connections without our consent, which we may refuse at our absolute discretion;
- d. **Tenant** shall not assign, sublet, transfer, sell or encumber their Lease, or any interest therein;

6. Access and Security

Tenant entry cards, mailbox keys, entry keys, and personal PIN numbers cannot be transferred, copied, assigned or used by others unless agreed upon by **SONW**. Entry cards and/or keys issued to you remain the property of **SONW** and must be surrendered upon request. If your entry card or keys are lost or stolen, new ones will be issued and we may charge a nominal fee to cover the cost of administration and fulfilment. If you are using the facility outside of normal working hours it is your responsibility to lock the facility when you leave.

7. Termination of Services

Tenant leases can be cancelled at any time after the expiration of lease date. Tenant leases can be terminated by written notice, or manually in the Tenant Portal. Cancellations must be received at least 30 days before the end date of the agreed term. We reserve the right to limit or terminate memberships if we consider it to be non-compliant with any applicable terms or conditions of use.

8. Suspension of Services

We may by notice suspend the provision of **Services** (including access to the facility) for reasons of political unrest, natural disaster, or other events beyond our reasonable control, in which event payment of the standard Member fee will also be suspended for the same period.

9. Payments

Payments are due on the first of the month. Accepted forms of payments are checks, debit and credit cards. Automatic billing will be used unless agreed upon by **SONW**.

10. Fees

You agree to pay all fees when they are due. In the event that you do not pay fees when they are due, you may be charged a late fee and interest on the unpaid balance starting from your due date. **SONW** may also suspend your privileges until the dues are settled. You may also be responsible for any additional collections charges incurred by **SONW**