



# Terms and Conditions

The following terms and conditions (“Terms of Use”) govern the use of the website (the “Site”) and related services made available by Facilitron, Inc. (“us, “we,” or “Facilitron”). By accessing, using or participating in the Service, you (“you” or the “User”) agree to be bound by these Terms of Use. We may modify, add, or delete portions of these Terms of Use, including the pricing terms, at any time. Any revisions to this Terms of Use will become effective the first time you access or use the Service after such changes. If you do not agree to abide by these Terms of Use, you are not authorized to use, access or participate in (or continue to use, access or participate in) the Service.

## **Accounts; Registration Data; Account Security**

In order to rent or otherwise schedule time in a “Facility” from another User through the Service, you must register for a “Member” account. In order to rent or otherwise make available your Facility to another User through the Service, you must register for a “Facility Owner” account. In these Terms of Use, Users with Member accounts will be referred to as “Members” and Users with Facility Owner accounts will be referred to as “Facility Owners.”

In connection with registering for, using or participating in the Service (whether as a Member or a Facility Owner), you agree (i) to provide accurate, current and complete information about you and your organization as requested by Facilitron (“Registration Data”); (ii) to maintain the confidentiality of your password and other information related to the security of your account; (iii) to maintain and promptly update the Registration Data and any other information you provide to Facilitron, to keep such information accurate, current and complete; and (iv) to be fully responsible for all use of your account and for any actions that take place through your account.

## **Rental Transactions Between Members and Facility Owners**

As a Member, you agree to abide by the following Member policies:

You agree to be bound by and comply with any additional terms, conditions and policies provided by the Facility Owner relating to the use of a specific Facility, including compliance with building security procedures, IT access and use procedures, maximum occupancy limitations, legal terms, and other terms or procedures provided by the Facility Owner

("Facility Policies"). The Facility Policies may be provided in electronic format through the Service or in hardcopy format. You may not use the Facility to carry out any illegal activities or use the Facility in violation of law.

You are responsible for leaving the Facility in the condition that it was given to you. You may be held liable for the repair cost for all damage to the Facility and items therein during your use thereof.

You acknowledge that the Service is a forum to allow anyone to find, schedule time in, rent, offer to rent, and make available workspace. Your transactions, communications and interactions with any other Users, including transactions, communications and interactions initiated through the Service, are solely between you and such Users, and you are solely responsible for such transactions, communications and interactions. You acknowledge that Facilitron does not offer workspace rentals and Facilitron does not act as an agent for any Facility Owner or any Member. Instead, Facilitron provides the Service to allow Members and Facility Owners to transact and communicate directly with one another. Facilitron may, but has no obligation, to monitor disputes between you and any other Users relating to the Service. To the maximum extent permitted by applicable law, Facilitron is not responsible or liable in any manner for any loss or damage arising out of your transactions, communications and interactions with any other Users and you hereby release Facilitron from any and all claims, causes of actions, obligations or liabilities arising from or relating to such transactions, communications and interactions.

## **Payment**

You agree to the fees, charges and other pricing terms applicable to your use of the Service as specified in these Terms of Use and as otherwise communicated to you through the Service. All fees and charges paid by Users in connection with the Service are non-refundable, except as expressly stated in these Terms of Use. Facilitron may change the fees and charges for the Service at any time in its sole discretion.

If you are a Member, when you find a Facility that you wish to rent on the Service and you have been duly authorized (approved) to rent the Facility by the Facility Owner, then Facilitron will ask for your payment information and billing address, and will process your rental fee payment on behalf of the Facility Owner. Any approved reservation is subject to the minimum deposit in the amount of 10% of the total rental transaction to be paid within 7 days upon such approval. The full (100%) of the transaction amount must be paid at least 30 days prior to the event. Any reservations that are cancelled by the Member or by the Facility at the Member's request are subject to the Cancellation Policy as defined by the Facility Owner. By using the Service, you are consenting to the terms of the Cancellation Policy.

## **Privacy**

Use of the Service is also governed by our Privacy Policy, a copy of which is located at [facilitron.com/privacy](https://facilitron.com/privacy). By using the Service, you are consenting to the terms of the Privacy Policy.

## **Proprietary Rights in Site Content; Limited License**

All content on the Site and otherwise available through the Service, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Facilitron, its users or its licensors. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Use. Authorized Users may access and use the Service and the Site Content and download or print a reasonable number of copies of portions of the Site Content to which the User has properly gained access solely for the User's personal, non-commercial use, provided that the User maintains all copyright or other proprietary notices on all copies of such Site Content. Except for your own User Content, you may not publish or otherwise distribute Site Content, including via the Internet or any intranet or extranet site, or incorporate the Site Content in any other database or compilation. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Site Content. Any use of the Site or the Site Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the Service and the Site Content granted herein. All rights of Facilitron or its licensors that are not expressly granted in these Terms of Use are reserved to Facilitron and its licensors.

## **User Content Posted on the Service**

You may be able to display certain information on designated portions of the Site or otherwise through the Service regarding you or your company or organization including, if you are a Facility Owner, your Facility (a "Profile"). Your Profile will display to other Users certain of your Registration Data and other content about you or your company or your organization including, if you are a Facility Owner, your Facility, that you upload or otherwise provide to Facilitron for use in your Profile (collectively the "Profile Content"). You agree to provide accurate and current information in your Profile and to promptly update the Profile Content to keep it accurate and current.

You are solely responsible for the Profile Content, messages, notes, text, information, listings, and any other content that you upload, publish, display or otherwise provide to Facilitron for display (hereinafter, "post") on or through the Service, or transmit to or share with other

Users (collectively, “User Content”). You may not post, transmit, or distribute User Content that you did not create or that you do not have permission to post. You understand and agree that Facilitron may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that Facilitron believes violates these Terms of Use. Facilitron has no backup or storage obligations regarding User Content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to Facilitron.

Facilitron does not verify the accuracy or authenticity of any User Content, including any Facility descriptions or Facility availability information provided by Facility Owners, and makes no representations or warranties with respect to any User Content. When you post User Content to the Site, you grant to Facilitron an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute such User Content. Subject to the rights granted to us in these Terms of Use, you retain ownership of your User Content.

## **Trademarks**

“Facilitron” is a registered trademark of Facilitron, Inc. “Facilitron” together with the other graphics, logos, designs, page headers, button icons, scripts and service names on the Site are the trademarks or trade dress of Facilitron in the U.S. and other countries (“Facilitron Marks”). You may not use the Facilitron Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that Facilitron endorses any product or service. You may not reproduce or use the Facilitron Marks without the prior written permission of Facilitron.

## **User Conduct**

You agree not to do any of the following in connection with your use of the Service and to otherwise use the Service in compliance with these Terms of Use. use automated scripts to collect information from or otherwise interact with the Service; impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity; upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other prohibited form of solicitation; upload, post, transmit, distribute, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social

Security numbers and credit card numbers; upload, post, transmit, distribute or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intimidate or harass another; upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense; use or attempt to use another's account, service or system without authorization from Facilitron, or create a false identity on the Service; use the Service in a manner that may create a conflict of interest or undermine the purposes of the Service, such as trading reviews with other Users or writing or soliciting skill reviews; or upload, post, transmit, distribute, store or otherwise make available any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of Facilitron, is objectionable or which restricts or inhibits any other person from using the Site, or which may expose Facilitron or its users to any harm or liability of any type.

## **No High Risk Use**

You may not use the Service in any situation where failure or fault of any kind of the Service could lead to death or serious bodily injury of any person, or to physical or environmental damage ("High Risk Use"). High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act.

## **Additional Representations and Warranties**

In addition to any other representations and warranties in these Terms of Use, you represent and warrant that: the User Content and all other content submitted to the Service through your account or otherwise posted, transmitted, or distributed by you on or through the Service: (i) does not violate or infringe upon the rights of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights), (ii) does not contain libelous, defamatory or otherwise unlawful material, and (iii) is truthful and accurate; you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, and you are not listed on any U.S. government list of prohibited or restricted parties;

## **Third Party Websites and Content**



The Site may contain (or you may be sent through the Service) links to other web sites (“Third Party Sites”) as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (the “Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on, available through the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to or permitting the use of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by Facilitron. If you decide to leave the Site and access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

## **Eligibility**

This Service is intended solely for users who are 18 years of age or older. Any registration by, use of or access to the Service by anyone under 18 is unauthorized and in violation of these Terms of Use. By using the Service, you represent and warrant that you are 18 years of age or older.

## **Disclaimers**

Facilitron is not responsible or liable in any manner for any User Content or Third Party Content posted on the Site or displayed in connection with the Service, including the accuracy of any Facility descriptions, Facility availability information or Member information. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or distribute on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. Facilitron is not responsible for the conduct, whether online or offline, of any User, including any Member’s non-compliance with any terms, conditions and policies relating to the use of any Facility. The Service may be temporarily unavailable from time to time for maintenance or other reasons. Facilitron shall have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of, User communications or any other content made available via the Service. Under no circumstances will Facilitron be responsible for any personal injury or death resulting from the use of the Service, any User Content or Third Party Content, or any use of Facilities,

products or services provided by Users. FACILITRON PROVIDES THE SERVICE, INCLUDING ALL CONTENT THEREIN, TO FACILITY OWNERS AND MEMBERS "AS IS," AND, EXCEPT AS PROVIDED HEREIN AND IN ANY FACILITY POLICIES, THE FACILITY OWNERS PROVIDE THEIR FACILITIES TO MEMBERS "AS IS," AND FACILITRON AND ITS SUPPLIERS (AND FACILITY OWNERS WITH RESPECT MEMBERS THAT USE THEIR FACILITIES) DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE AND THE FACILITIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FACILITRON CANNOT GUARANTEE AND DOES NOT PROMISE TO FACILITY OWNERS AND MEMBERS, AND FACILITY OWNERS CANNOT GUARANTEE AND DO NOT PROMISE TO MEMBERS, ANY SPECIFIC RESULTS FROM USE OF THE SERVICE OR A FACILITY. WITHOUT LIMITING THE FOREGOING, FACILITRON DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; FACILITRON AND FACILITY OWNERS DO NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY FACILITY RENTAL WILL MEET YOUR REQUIREMENTS; AND FACILITRON DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICE, OR ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FACILITY OWNERS ARE EXPRESS THIRD PARTY BENEFICIARIES OF THE PROVISIONS OF THIS SECTION THAT ARE APPLICABLE TO FACILITY OWNERS.

THE DISCLAIMERS SET FORTH ABOVE IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT (I) WILL FACILITRON OR ITS SUPPLIERS, OR THEIR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PERSON, OR (II) WILL FACILITY OWNERS OR THEIR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE TO MEMBERS, IN EACH CASE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM YOUR USE OF THE SERVICE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SERVICE, OR A MEMBER'S USE OF A FACILITY, EVEN IF FACILITRON (OR THE FACILITY OWNER AS APPLICABLE) IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED

HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) FACILITRON'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU, AND (B) EACH FACILITY OWNER'S LIABILITY TO A MEMBER OR ANY PARTY CLAIMING THROUGH SUCH MEMBER, IN EACH CASE FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO FACILITRON FOR THE SERVICE, OR, WITH RESPECT TO FACILITY OWNERS, THE AMOUNT PAID FOR THE APPLICABLE FACILITY, IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT. FACILITY OWNERS ARE EXPRESS THIRD PARTY BENEFICIARIES OF THE PROVISIONS OF THIS SECTION THAT ARE APPLICABLE TO FACILITY OWNERS.

## **Termination**

Facilitron may terminate or suspend your account or ability to use the Service, in whole or in part, without notice in the event that (i) you violate the Terms of Use or violate any other rules that govern the use of the Service, (ii) your conduct may harm Facilitron or others or cause Facilitron or others to incur liability, (iii) you receive negative feedback from other Users, or (iv) as otherwise determined by Facilitron in its sole discretion.

Facilitron may modify the Service, and all content, software and other items used or contained in the Service, at any time. References on the Service to any companies, organizations, products, or services, or other information do not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Facilitron.

You may terminate your Facilitron account at any time by providing Facilitron with notice of termination in accordance with the instructions available through the Service. Your access to, use of, or participation in the Service, including any content therein, may be prevented by Facilitron at any time after your termination of your account. Notwithstanding anything herein to the contrary, upon termination of your account, Facilitron will remove your Profile and cease displaying your Profile Content, including your Facility listings if you are a Facility Owner, on or through the Service.

## **Governing Law; Arbitration**

The laws of the State of California will govern these Terms of Use and any dispute that might arise between you and Facilitron without regard to any principles of conflicts of law. Any dispute arising between you and Facilitron will be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator in the County of Santa Clara, California,



U.S.A. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

## **Indemnity**

You agree to defend, indemnify and hold harmless Facilitron, its agents and employees, individually and collectively, from and against any costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, (i) arising out of or in connection with any User Content you post or distribute on or through the Service, your use of or participation in the Service, your interactions with other Users of the Service, or any violation of these Terms of Use or of any law or the rights of any third party; or (ii) arising from personal and bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned use/occupancy of the facilities reserved through the Service.

## **Miscellaneous**

These Terms of Use and the Privacy Policy constitute the entire agreement between you and Facilitron regarding the use of the Service and supersede any prior agreements between you and Facilitron relating to your use of the Service. The failure of Facilitron to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is determined to be unlawful, void or for any reason unenforceable, such determination shall not affect the validity and enforceability of any of the remaining provisions.



**Bringing communities  
and spaces together.**

