



# Membership Agreement

## 1. Acceptance of Terms

The services provided to you, the undersigned, by Ironfire LLC (“Ironfire”), including but not limited to use of work and meeting space at 17434 Bellflower Blvd, Ste 200, Bellflower, California 90706 (“Premises”), Internet access, collaborative environment, events, and amenities are subject to the following Terms of Use (“Terms”). Ironfire reserves the right to modify and/or update the Terms at any time without notice to you.

## 2. Description of Services

Ironfire may provide you with access to private offices, work space, meeting space, Internet access, electricity, heating and air conditioning, mail service, office equipment, kitchen equipment, event facilities, knowledge resources, and other services as Ironfire may offer from time to time pursuant to the Membership Agreement (“Agreement”) of which the Terms are a part (collectively, “Services”). The Services at all times are subject to the Agreement and the Terms.

## 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 server of Ironfire’s, or the network(s) connected to any server of Ironfire’s, or interfere with any other party’s use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services, accounts, computer systems or networks connected to any server of Ironfire’s 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 the Agreement and abide by the terms and conditions of this Terms and Guidelines 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. Use of Services

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

- a. Use the Services in connection with contests, 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 Ironfire’s servers or bandwidth;

- 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. 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 on any devices of another or property of another;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct or other guidelines which may be applicable for any particular Service;
- j. Harvest or otherwise collect information about others, including email address, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations;
- l. Create a false identity for the purpose of misleading others;
- m. Obstruct any entryway, create any circumstances of disrepair or damage the Premises or any property on the Premises.
- n. Bring any pets onto the Premises, unless the pet is a service animal or has been admitted in accordance with our Pet Policy;
- o. Use cellular phones or other communication devices in a manner that will be disruptive to other members;
- p. Exceed usage limitations in relation to the shared meeting space;
- q. Otherwise violate the Agreement or Terms;

## **5. Required Disclosures**

Ironfire reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as Ironfire 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 Ironfire's sole discretion.

## **6. 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 Ironfire 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 Ironfire, any analyses, compilations, studies or other documents prepared by Ironfire 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.

## **7. Participation In or Use of Services**

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that Ironfire does not have any liability with respect to your access, participation in or use of the Services, or any loss of information resulting from such participation or use.

## **8. Disclaimer of Warranties**

To the maximum extent permitted by applicable law, Ironfire provides the Services “as is” and with all faults, and hereby disclaims with respect to the Services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement concerning any use of the Services. The entire risk as to the quality, or arising out of participation in or the use of, the Services, remains with you.

## **9. Exclusion of Incidental, Consequential and Certain Other Damages**

To the maximum extent permitted by applicable law, in no event shall Ironfire or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the Services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Ironfire, and even if Ironfire has been advised of the possibility of such damages.

## **10. Term, Renewal, Cancellation, and Refunds**

Membership is month-to-month after the satisfaction of any minimum term length. Membership fees are due and auto-renewed on the first day of each month (“Due Date”). Requests to cancel membership must be received by Ironfire no later than three (3) business days prior to the Due Date. Membership fees are absolutely non-refundable on or after the Due Date. Ironfire cannot provide retroactive cancellations after the Due Date. Ironfire cannot provide prorated refunds for mid-month cancellations or other changes to membership.

## **10.5. Individualized Terms**

### **11. Late Fee Schedule**

In the event that payment is not collected successfully on the first of the month, it shall be considered past due and subject to late fees unless Member has requested cancellation in accordance with Section 10. Late fees are assessed as follows for each month during which a membership fee is past due:

4-9 days past due:	\$10 late fee for the month
10-19 days past due:	late fee increases to \$20 for the month
20-29 days past due:	late fee increases to \$30 for the month
30+ days past due:	late fee increases to \$40 for the month

### **12. Termination**

Ironfire reserves the right to terminate any Service at any time. Ironfire further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the Terms. You expressly acknowledge and agree that neither the Services provided by Ironfire nor this agreement shall in any manner constitute a landlord/tenant relationship, and Ironfire may immediately terminate the Services for any reason at any time. Upon termination, you agree to immediately remove any and all of your personal property from the Premises.

### **13. Non-Disparagement**

You shall, during and after the participation in the use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Ironfire, or any of Ironfire's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

### **14. Indemnification**

You release, and hereby agree to indemnify, defend and save harmless Ironfire and Ironfire's subsidiaries (whether or not wholly owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and/or 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 Ironfire or its respective officers and agents in connection with the defense of such claim or lawsuit.

## 15. Insurance

Ironfire carries General Commercial Liability and Worker's Compensation Insurance. Members are not required but are strongly encouraged to carry an insurance policy to cover their own equipment and personal property while using Ironfire's facilities.

## 16. Additional General Terms

By signing this Terms you furthermore agree to the following additional general terms and conditions of your membership:

- a. You shall not place anything, or allow anything to be placed, in the common areas or near the glass of any window, door, partition, or wall which may in Ironfire's judgment, appear unsightly from the common areas or from the outside of the building in which the Premises are situated ("Building").
- b. The sidewalks, halls, passages, exits, entrance, and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, stairways, balconies and roof top are not for the use of the general public and Ironfire shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Ironfire, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither you nor any of your employees or invitees shall go upon the roof of the Building.
- c. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein.
- d. You shall not cause any unnecessary janitorial labor or services by reason of your carelessness or indifference in the preservation of good order and cleanliness.
- e. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for lodging. Sleeping on the Premises overnight is strictly prohibited.
- f. You shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Ironfire.
- g. Ironfire shall have sole power to direct electricians and other contractors to where and how telephone and other wiring is to be introduced. No boring or cutting of wires is permitted without the consent of Ironfire. The locations of telephones, call boxes and other office equipment affixed to the Premises are determined by Ironfire, at its sole discretion.
- h. Upon the termination of Services, you shall deliver to Ironfire all keys, membership cards, unused passes and credits, and any spaces, furnishings or equipment that has been allocated to you. In the event of the loss of any keys so furnished, you shall pay Ironfire therefore in accordance with the terms and conditions outlined separately on the key receipt. You shall not make, or cause to be made, any such keys.
- i. You shall not bring any personal furniture or equipment into the Premises, except to the extent that said equipment is approved by Ironfire.
- j. Without the prior written consent of Ironfire, you shall not use the name "Ironfire" or images of our Premises, Building, or other members in connection with, or in promoting or advertising your business.

- k. You may not use Ironfire's address as the mailing address of your business, unless your membership explicitly includes that option and only in accordance with the terms and conditions outlined separately on the virtual office agreement.
- l. You shall cooperate fully with Ironfire to assure the most effective operation of the Premises' heat and air conditioning, and you shall refrain from attempting to adjust any temperature controls on your own.
- m. Except for Ironfire's gross negligence, you assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured if you are present outside of normal business hours.
- n. You shall give prompt notice to Ironfire of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to you so the same may be attended to properly.
- o. Monthly allotments of meeting space usage included with memberships as well as purchases of additional usage are subject to availability of said meeting spaces. Unused allotments do not roll over or accrue from month to month.

## **17. Internet Policy**

Hard-wired or wireless access to the Internet is provided during your membership. Service interruptions, if they occur, will be handled as promptly as possible. Ironfire is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. You agree not to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches this Terms and may constitute fraud or theft, for which Ironfire reserves all rights and remedies. 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. You agree not to use the Service, any of Ironfire's or related network or website for any fraudulent, unlawful, harassing, or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to:

- a. Violating any applicable law or regulation;
- b. Posting or transmitting content you do not have the right to post or transmit;
- c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right;
- d. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion;
- e. Attempting to intercept, collect or store data about third parties without their knowledge or consent;
- f. Deleting, tampering with or revising any material posted by any other person or entity;

- g. Accessing, tampering with or using non-public areas of the Service or any of Ironfire's or related website, computer systems or network;
- h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- i. Attempting to access or search the Service or any of Ironfire's or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search engine provided by Ironfire or other generally available third party web browser;
- j. Sending unsolicited messages, including without limitation promotions or advertisements for products or services, "pyramid schemes", spam", "chain mail" or "junk mail";
- k. Using the Services or any of Ironfire's or related website or network to send altered, deceptive or false source-identifying information;
- l. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any of Ironfire's or related website or network;
- m. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any of Ironfire's or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any of Ironfire's or related website or network;
- n. Impersonating or misrepresenting your affiliation with any person or entity.
- o. Installing, maintaining or otherwise locating on the Premises any computer server of any kind, whether hardware or software.
- p. Mining cryptocurrency.

If Ironfire suspects violations of any of the above, Ironfire will investigate and may institute legal action, immediately deactivate Service to any account without prior notice to you and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with Ironfire in investigating suspected violations.

## 18. Miscellaneous

- a. Entire Agreement. The Terms and the Agreement constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
- b. Severability. In the event that any provisions or portion of this Terms, the Agreement or Guidelines is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the Terms and the Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
- c. Waivers. No waiver shall be binding on Ironfire unless executed in writing by an authorized representative of Ironfire.
- d. Successors and Assigns. The Terms and the Agreement shall be binding on your heirs, legal representative, successors and assigns.

- e. No Assignment. In no event may you assign in whole or in part of your membership or use of the Services, without the advance written consent of Ironfire.
- f. Attorney's Fees. If Ironfire shall bring any action for any relief against you arising out of the Terms or the Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- g. Governing Law. The rights and obligations hereunder shall be governed by, and the Terms and the Agreement shall be construed and enforced in accordance with, the laws of the State of California. Venue for the resolution of any dispute arising out of the Terms or the Agreement shall be Los Angeles County, California.
- h. Modification. Ironfire may at its sole discretion, with or without notice to you, change the Terms and the Agreement.

I hereby acknowledge that I have read and understood all of the terms and conditions contained herein and further agree to be bound to the Terms and the Agreement with regard to my participation in the use of the Services.

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Member Name

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Company (optional)

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Member Signature

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Date