



TERMS OF USE

1. ACCEPTANCE OF TERMS

The services hotDesks.org provides to you, the undersigned (including but not limited to use of office space and access to the internet), are subject to the following Terms of Use (“TOU”). hotDesks.org reserves the right to update the TOU at any time without notice to you.

2. DESCRIPTION OF SERVICES

hotDesks.org may provide you with access to office space, work stations, internet, office equipment, conference space, knowledge resources, and other services as hotDesks.org may provide from time to time (collectively, “Services”). The Services at all times are subject to the TOU.

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 hotDesks.org server, or the network(s) connected to any hotDesks.org 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, accounts, computer systems, or networks connected to any hotDesks.org server or 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 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 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:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through hotDesks.org servers;
- 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 a 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;

- 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 another proprietary right of any party;
- 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 or another;
- Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- Restrict or inhibit any other user from using and enjoying the Services; Violate any code of conduct of other guidelines which may be applicable for any particular Service (including the landlord's Building Rules);
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- Violate any applicable laws or regulations; and
- Create a false identity to mislead others.

5. HOTDESKS.ORG RESERVES THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION ABOUT YOU

Your participation in and use of the Services as hotDesks.org deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuel post, or remove any information or materials, in whole or in part, in hotDesks.org sole discretion.

6. CONFIDENTIALITY

You agree that when participating in or using the Services, you will:

- 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 hotDesks.org or any participant or use 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 the business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, and any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of hotDesks.org, any analyses, compilations, studies or other documents prepared by hotDesks.org or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.
- Participation in and/or use of the Services obligates you to
 1. Maintain all Confidential Information in strict confidence;
 2. Not to disclose Confidential Information to any third parties;
 3. Not to use the Confidential Information in any way directly or indirectly detrimental to hotDesks.org or any participant or use of the Services.

- All Confidential Information remains the sole and exclusive property of hotDesks.org 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 hotDesks.org or any participant or user of the Services

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 neither hotDesks.org nor any of its location landlords have any liability concerning your access, participation in, 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, hotDesks.org provides the Services “as is” and with all faults, and hereby disclaim concerning 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 the description 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 hotDesks.org or its subsidiaries (whether or not wholly-owned), affiliates, division, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors, and assigns, jointly or individually as well as any location landlords 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 of 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 hotDesks.org, and even if hotDesks.org has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

10. LIMITATION OF LIABILITY AND REMEDIES

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages references above and all direct or general damages), the entire liability of hotDesks.org 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 as well as any location landlord under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (\$10.00). The foregoing limitations, exclusions, and disclaimers (including Sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. TERMINATION

hotDesks.org reserves the right to terminate any Service at any time. hotDesks.org 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 TOU.

12. NON-DISPARAGEMENT

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

13. INDEMNIFICATION

You release, and hereby agree to indemnify, defend and save harmless hotDesks.org and 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, as well as any location landlord, 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 if you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by hotDesks.org or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. SEVERABILITY

If 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.