

Terms of Use for kTown Hall
Updated October 9, 2019

1. **Acceptance of Terms.** The services kTown Hall LLC (“kTown Hall”) provides to you, the undersigned (including but not limited to use of office space at 277 Fair Street, Kutztown PA 19530 and/or 206 N. Whiteoak Street, Kutztown PA 19530, access to Internet, etc.), are subject to the following Terms of Use (“TOU”). kTown Hall reserves the right to modify and/or update the TOU (as well as the Community Norms referenced in Section 3) at any time without notice to you. The most up to date version of the TOU and Community Norms will be available on our website, through the Member Portal, or upon request.
2. **Description of Services.** kTown Hall may provide you with access to office space, work stations, internet access, office equipment, conference space, knowledge resources, and other services as kTown Hall may offer from time to time pursuant to your membership level and this TOU (collectively, “Services”). The Services at all times are subject to the Membership Levels posted on kTown Hall’s website, this TOU and the Community Norms referenced in Section 3.
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, or that are prohibited by the “Community Norms,” on kTown Hall’s website. You may not use the Services in any manner that could damage, disable, overburden, or impair any kTown Hall network or hardware, 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 kTown Hall 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 this TOU and abide by the terms and conditions of this TOU (and all Community Norms) 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, spimming 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 kTown Hall network or system;
 - 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;
 - 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 addresses, 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 entranceway or create any circumstances of disrepair or damage to any kTown Hall Property or Premises;
 - n. Bring any pets onto the kTown Hall Premises, unless you have a specific need for visual assistance or receive prior written permission from kTown Hall;
 - o. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, kTown Hall requests that all members, guests, and clients turn their phones to vibrate while in the Premises. We also ask that you use a headset, phone booth areas or meeting room for calls longer than three minutes; or
 - p. Otherwise violate this TOU or any of the Community Norms.
 - q. Otherwise exceed any published usage limitations in relation to the shared conference space or dedicated desks.
5. Disclosures. kTown Hall reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as kTown Hall 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 kTown Hall's sole discretion.
6. Confidentiality.
- a. 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 kTown Hall 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, knowhow, 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 kTown Hall, any analyses, compilations, studies or other documents prepared by kTown Hall 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.
 - b. Your participation in and/or use of the Services obligates you to:
 - i. Maintain all Confidential Information in strict confidence;

- ii. Not to disclose Confidential Information to any third parties;
 - iii. Not to use Confidential Information in any way directly or indirectly detrimental to kTown Hall or any participant or user of the Services.
 - c. All Confidential Information remains the sole and exclusive property of kTown Hall or the respective disclosing party. You acknowledge and agree that nothing in this TOU or Community Norms, 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 kTown Hall 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 kTown Hall does not have any liability with respect to 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, kTown Hall 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 KTOWN HALL 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/OR 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 KTOWN HALL, AND EVEN IF KTOWN HALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. Limitation of Liability and Remedies. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF KTOWN HALL 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 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 THREE HUNDRED DOLLARS (USD \$300.00). 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. kTown Hall reserves the right to terminate any Service at any time. kTown Hall 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 or Community Norms. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY kTOWN HALL NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND kTown Hall 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.
12. Indemnification. You release, and hereby agree to indemnify, defend and save harmless kTown Hall and kTown Hall'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 kTown Hall or its respective officers and agents in connection with the defense of such claim or lawsuit.
13. Severability. In the event that 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.
14. Insurance. kTown Hall will carry liability and property insurance. It is strongly suggested that kTown Hall users carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of kTown Hall.
15. Additional General Terms. By signing this TOU, 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 in any reserved area that is on or near glass or any window, door, partition or wall which may in kTown Hall's judgment, appear unsightly or as an endorsement from kTown Hall.
 - b. The sidewalks, halls, passages, exits, entrances, 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, etc., are not for the use of

the general public and kTown Hall shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of kTown Hall, 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 access parts of the Building not part of the public commercial floor of kTown Hall.

- c. The bathrooms, toilets, sinks, etc are common areas for the benefit of all members. You agree to use them in a respectful manner, leaving them in clean and working order, agree not to flush foreign objects down the toilet, and agree to be solely responsible for the expense of any damage or blockage caused by you, your employees or invitees.
- d. You agree to promote the cleanliness of the bathroom and kitchen facilities in your use of these areas, cleaning up after yourself and replacing any used consumables such as paper or soap from the communal supply, or notifying kTown Hall of any necessary replacements.
- e. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for lodging (the use of a coffee maker and microwave are, however, permitted uses).
- f. Candles or open flames are not permitted in the Premises, and you agree not to use any method for heating or air conditioning other than those provided by kTown Hall.
- g. Upon the termination of Services, you shall deliver to kTown Hall all keys and passes for offices or rooms which shall have been furnished to you. In the event of the loss of any keys so furnished, you shall pay kTown Hall the expense for replacing the keys. You shall not make, or cause to be made, any such keys, you shall order all such keys solely from kTown Hall.
- h. No furniture, packages, supplies, equipment or merchandise will be received in the Building except as allowed by the terms of applicable memberships.
- i. When accessing the Building, you shall cause all doors to the Premises to be closed securely behind you.
- j. Without the prior written consent of kTown Hall, 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, except you may use the address of the Building as the address of your business consistent with applicable memberships.
- k. You shall cooperate fully with kTown Hall to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls.
- l. Except for kTown Hall'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.
- m. Except with the prior written consent of kTown Hall, you shall not sell or cause to be sold any items or services at retail in or from the Premises, nor shall you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography or similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building without written consent of kTown Hall.
- n. You agree not to physically alter the property of kTown Hall or add or move furniture on the property.
- o. You shall give prompt notice to kTown Hall 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.

- p. Internet Policy: Wireless access to the Internet is provided during your membership. Service interruptions, if they occur, will be handled as promptly as possible. kTown Hall 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. Unless otherwise set forth by kTown Hall in writing, you are receiving a single user account solely for your use of the Services through your computer and/or phone during you login session. 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 devices (beyond your computer and phone) or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches this TOU and may constitute fraud or theft, for which kTown Hall 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. kTown Hall may change your address, log-in name or password at any time. kTown Hall will assign you an IP address each time you access the Service, and it will vary. You may not assign your login name, password or IP address to any other person. You agree not to use the Service, any kTown Hall 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:
- i. violating any applicable law or regulation;
 - ii. Posting or transmitting content you do not have the right to post or transmit;
 - iii. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other rights;
 - iv. 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;
 - v. Attempting to intercept, collect or store data about third parties without their knowledge or consent;
 - vi. Deleting, tampering with or revising any material posted by any other person or entity;
 - vii. Accessing, tampering with or using non-public areas of the Service or any kTown Hall or related website, computer systems or network;
 - viii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 - ix. Attempting to access or search the Service or any kTown Hall or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by kTown Hall or other generally available third party web browser;
 - x. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";
 - xi. Using the Service or any kTown Hall or related website or network to send altered, deceptive or false source-identifying information;
 - xii. 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 kTown Hall or related website or network;
 - xiii. 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

- kTown Hall or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any kTown Hall or related website or network; or
- xiv. Impersonating or misrepresenting your affiliation with any person or entity. If kTown Hall suspects violations of any of the above, kTown Hall 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 kTown Hall in investigating suspected violations.
 - q. You shall not install, maintain or otherwise locate at kTown Hall any computer server of any kind, whether hardware or software without written permission from kTown Hall.

16. Miscellaneous.

- a. Entire Agreement. This TOU and the Community Norms 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. Waivers. No waiver shall be binding on kTown Hall unless executed in writing by an authorized representative of kTown Hall.
- c. Successors and Assigns. This TOU and Community Norms shall be binding on your heirs, legal representatives, successors and assigns.
- d. No Assignment. In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of kTown Hall.
- e. Notice. All notices, requests, demands or other communications for which this TOU or Community Norms provides shall be in writing and shall be addressed at the following addresses: If to kTown Hall: kTown Hall, 277 Fair Street, Kutztown, PA 19530; If to you: At the email address or physical mailing address on file with kTown Hall for your membership.
- f. Attorney's Fees. If kTown Hall shall bring any action for any relief against you arising out of this TOU or Community Norms, 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 this TOU and Community Norms shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. Venue for the resolution of any dispute arising out of this TOU or Community Norms shall be Berks County, Pennsylvania.
- h. Modification. kTown Hall may in its sole discretion, upon written notice, change the Terms of Use and Community Norms.

I hereby acknowledge that I have read and understand all of the terms and conditions contained in this TOU (including the Community Norms) and further agree to be bound to the TOU and Community Norms regarding my participation in and use of the Services.