



# AMHERSTWORKS

## Membership Agreement

### Membership Terms of Use

AmherstWorks operates a collaborative workspace located at 11 Amity St, Amherst, MA 01002. Members have access to office space, workstations, Internet and other services and amenities (collectively, "Services") at this location as AmherstWorks may provide from time to time. The Services provided by AmherstWorks are subject to the following Terms of Use ("TOU"). AmherstWorks reserves the right to change the TOU from time to time.

- No Unlawful or Prohibited Use.** The Services will not be used for any purpose that is unlawful or prohibited by these TOU. You further agree to respect the property and work environment of the other members to the best of your ability. AmherstWorks reserves the right to remove members that are being disruptive.
- Disclaimer of Warranties:** AmherstWorks provides the Services "as is" and hereby disclaims with respect to the Services all warranties and conditions of or related to: merchantability or fitness for a particular purpose. Also, there is no warranty, duty or condition of title, quiet enjoyment or quiet possession. The entire risk as to the quality, or arising out of the participation in or the use of the Services, remains with you.
- Exclusion of Incidental, Consequential and Certain Other Damages.** In no event shall AmherstWorks and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly 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, personal injury, business interruption, loss of data, loss of privacy, failure to meet any duty (including of good faith or 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 if AmherstWorks has been advised of the possibility of such damage.
- Termination.** AmherstWorks reserves the right to terminate any Service by providing 10 days prior notice to the AmherstWorks membership contract cancellation notice period. If a Service is terminated, AmherstWorks will refund any collected payment for which service is not being provided. AmherstWorks further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with these TOU.
- Indemnification.** You release, and hereby agree to indemnify, defend and save harmless AmherstWorks 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, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, wilful misconduct and 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 AmherstWorks or its respective officers and agents in connection with the defence of such claim or lawsuit.
- Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any disagreement should arise between the parties, whether

as to the interpretation or operation of this Agreement, or any rights or obligations therein, such disagreement shall be settled under the final and binding arbitration rules of the American Arbitration Association.

7. **Access Cards:** Any members that have access to AmherstWorks' workspace on a 24/7 basis will be provided with one access card for the building as well as the office. Members who lose their access cards may be charged a replacement fee.

## Membership Payment Terms

### Day Pass Member Contract

You agree to have AmherstWorks dues deducted from your account upon usage of the space. All dues are based upon daily space usage and are non-refundable.

### Month-to-Month Contract

You are hereby authorizing AmherstWorks to electronically deduct your monthly dues from your credit card or bank account. Dues are deducted on or about the 1<sup>st</sup> of each month and are applicable to that calendar month. You agree to have AmherstWorks membership dues deducted from your account on a monthly basis until you provide cancellation notice. **Notice of cancellation must be sent prior to the last business day of the previous month by sending an email to [Info@AmherstWorks.io](mailto:Info@AmherstWorks.io).** First and last month membership dues will be billed at the time of enrollment and are non-refundable.

### Member agrees to the following payment terms:

1. Payment must be made using one of the AmherstWorks accepted credit cards: Visa, MasterCard, Discover, or American Express.
2. The first AmherstWorks membership deduction from your account will be the pro-rated amount of the joining month plus the full membership amount of the last month's dues.
3. Members can change to a membership level of equal or greater value at any time; however, switching to a lower value membership requires notice prior to the last business day of the previous month.
4. The last month's membership dues will be adjusted with all membership level changes.

YOUR COPY OF THE CANCELLATION EMAIL IS THE ONLY PROOF THAT VERIFIES YOUR CANCELLATION OF AMHERSTWORKS' AUTHORIZATION TO DEDUCT YOUR MONTHLY DUES. IT IS YOUR RESPONSIBILITY TO RETAIN SUCH PROOF UNTIL THE DEDUCTIONS STOP.

The amount of your daily/monthly deductions will not change except as follows:

- If AmherstWorks cannot deduct your daily/monthly dues from your account, AmherstWorks may without notice to you increase a subsequent deduction for the dues previously uncollected, plus a \$15 service charge.
- If your dues have been increased or discounted due to a change in membership level as described above or if you have chosen to add/remove an a la carte service (mail services, storage, reserved meeting space hours, event space/planning, printing, postage, etc.)
- AmherstWorks decides to increase the daily/monthly membership rate and sends you written notification thirty-five (35) calendar days prior to the first day of the month for which the increased dues apply. Notice will be sent to your email address according to AmherstWorks' membership

records. It is your responsibility to make sure AmherstWorks has your correct email and billing information on file.

- You will receive a timely refund of any dues deducted in error by AmherstWorks provided that you inform AmherstWorks in writing, in the form of an email to [Info@AmherstWorks.io](mailto:Info@AmherstWorks.io), within ninety (90) days of when the error occurred.

I fully understand AmherstWorks' terms of membership commitment, payment and cancellation and will abide by these terms as described in the aforementioned payment terms. By clicking this box, I consent to this Membership Agreement.