



Office House Rules for Otay Business Offices

Accommodation(s)

- 1. Upon Move-In:** The Provider will ask the Customer to sign an inventory of all accommodation, furniture and equipment the Customer is permitted to use, together with a note of its condition, and details of the keys or entry cards issued to the Customer.
- 2. Signage:** The Customer may not put up any signs on the doors of their accommodation or anywhere else visible from outside the room(s) the Customer is using without written approval from the local Business Center team. The Provider reserves the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Center's design.
- 3. Provider's Property:** The Customer must take good care of all parts of the Business Center, its equipment, fittings and furnishings they use. The Customer must not alter any part of it.
- 4. Keys and Security:** Any keys or entry cards which the Provider lets the Customer use remain the Provider's property at all times. The Customer must not make any copies of the keys and/or entry cards or allow anyone else to use them without the Provider's consent. Any loss must be reported to the Provider immediately and the Customer must pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule improves security levels of the Business Center. If the Customer is permitted to use the Business Center outside normal working hours, it is the Customer's responsibility to lock the doors to their accommodation and to the Business Center when they leave. This is to ensure the safety of individuals and property at the Business Center



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Use of the Business Center

- 5. Entrances and Exits:** The Customer shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours for security purposes; and if the Customer does so, it will be at the Customer's own risk. All corridors, halls and stairways shall not be obstructed by the Customer or used for any purpose other than entering and exiting. The Customer can only use public areas with the consent of the Provider and those areas must be kept neat and attractive at all times.
- 6. Name and Address:** At the Customer's request and cost, the Provider is happy to include the Customer's name in the house directory at the Business Center, where this facility is available. The Customer must not use the name of the Provider in any way in connection with their business. The Customer may not use the Business Center as the Customer's registered address for service-of-process.
- 7. Phone Number:** The Customer agrees the extension number(s) assigned to the Customer are for the Customer's use during the term of the Customer's agreement. The phone numbers remain the property of the Provider and the Customer has no contractual or vested interests in the present telephone service or telephone numbers provided by the Provider. If the Customer chooses to have the phone number listed in the local 411 or directory assistance, the Customer authorizes the Provider to procure and arrange the listing for the Customer and the Customer agrees to pay any fees for such listing. The Customer agrees not to list the phone number in any "white or yellow" pages.
- 8. Employees and Guests:** The Customer's employees and guests shall conduct themselves in a business-like manner; proper business attire shall be worn at all times; the noise level will be



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kept to a level so as not to interfere with or annoy other customers; and the Customer will abide by the Provider's directives regarding security, keys, parking and other such matters common to all occupants. No part of the office or Business Center may be used for overnight accommodation.

- 9. Equipment:** The Customer shall not, without the Provider's prior written consent, store or operate in their office(s) or the Business Center(s), any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler or coffee equipment. Additionally, the Customer must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Center is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Center. No offensive gases, odors or liquids shall be permitted. No weapons concealed or otherwise, shall be permitted. The Business Center is intended to be used solely for office use.
- 10. Electrical:** The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise was first obtained from the Provider at an agreed cost to the Customer. If the Customer requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at the Customer's expense by the personnel designated by the Provider.
- 11. Common Areas:** The Customer may not conduct business in the hallways or reception area without the prior written consent of the Provider.



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- 12. Shared Space:** Customers shall not use the co-working shared space for meetings or free guests. Day offices or meeting rooms should be used to accommodate these needs.
- 13. Animals:** The Customer shall bring no animals into the Building other than service animals covered under the Americans with Disabilities Act (ADA). Service animals are defined as animals who have been trained to perform a specific job or task. If a service animal becomes disruptive and the Customer does not take effective action to control it, the Provider may request the animal to be removed from the premises.
- 14. Electrical Service Inside the Offices:** The electrical current is control by sensors therefore your A/C and outlets will shut off automatically with lack of movement.
- 15. Manufacturing and Storage:** The Customer shall not use the Business Center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. The Customer shall not occupy or permit any portion of the Business Center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
- 16. Locks:** No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Center by the Customer nor shall any changes be made to existing locks or the mechanisms thereof.
- 17. Soliciting:** Customers may only solicit other customers for business or any other purpose through center approved channels (e.g. notice-boards, networking events, etc.)
- 18. Customer's Property:** All property belonging to the Customer or any of the Customer's employees, agents or invitees shall be at the risk of such person only and the Provider shall not be liable for damages thereto or for theft or misappropriation thereof



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- 19. Smoking:** Smoking of any type i.e. nicotine or electronic or any other form, shall be prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Business Center -(including open or closed offices).
- 20. Harassment:** The Customer or the Customer's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to the Provider's team members, other customers or invitees, verbal or physical in the Business Center for any reason. Any breach of this rule is a material breach of your agreement (not capable of remedy) and your agreement may be terminated immediately and services will be suspended without further notice.
- 21. Packages and Mail Deliveries:** Packages and deliveries are subject to a maximum weight of 50 lbs and a maximum size of 120 in of length and girth combined.
- 22. Health and Safety:** In order to ensure all Center users have a safe and secure working environment, the Customer, their employees and visitors must comply with all health and safety requirements set out by the Provider, by law and as are otherwise applicable to the Center.
- 23.** Parking space is available for patrons and their customers only.
- 24. Access:** All members will have access to the Business Club between 8am - 6pm Monday to Friday, or such time that is agreed upon in writing by The Provider and The Customer.



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Services and Obligations

- 25. Office Services:** The Provider is happy to discuss special arrangements for the use of the facilities outside the Business Center standard business opening hours or, the standard working days where the Business Center is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
- 26. Furnished Office Accommodation:** The Customer shall not affix anything to the windows, walls or any other part of the office or the Business Center or make alterations or additions to the office or the Business Center without the prior written consent of the Provider.
- 27. Pay-As-You-Use Services:** All of the pay-as-you-use services are subject to the availability of the Business Center staff at the time of any service request. The Provider will endeavor to deal with a service request at the earliest opportunity and provide the additional service the Customer requires, but the Provider will not be held responsible for any delay.
- a.** If in the Provider's opinion, the Provider decides a request for any pay-as-you-use service is excessive; the Provider reserves the right to charge an additional fee at the Provider's usual published rates based on the time taken to complete the service. This will be discussed and agreed between the Provider and the Customer at the time the Customer makes such request.
- 28. Service Availability:** Services will be available during standard business opening hours.
- 29. Community Meeting Room:** Customer use of the Community Meeting Room is subject to availability. It can only be booked on the day of use via the daily sign-up sheet on a first come,



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first served basis. The Community meeting room must be returned to the state in which it was originally found following the meeting. Cancellation of usage is at the Provider's discretion if any one customer's use is deemed to be excessive.

The Provider's Services Agreement

30. The Provider's Services Agreement: The Provider may transfer the benefit of your agreement and our obligation under it at any time. This clause reflects the fact the Customer is taking a serviced office agreement and not a lease and the Provider retains overall control of the Business Center. the Customer has no real-property or commercial property interest of any kind in the building where the Business Center is located. Where the Customer is a company and it merges with another or the Customer needs to allow an affiliate to use the services provided under the Services Agreement, the Customer will explain the need for any change to the Provider and the Provider will give careful consideration in each case. The Provider needs to make sure the Provider knows and is satisfied with the identity of each occupant of the Business Center.

31. Data Protection: The Provider requests the Customer provides, as and when requested by the Provider, documentation and personnel information as the Provider may reasonably require to enable the provision of the services. Such personal data will be used by the Provider in accordance with the law. The Customer agrees we may process, disclose or transfer any personal data which we hold on or in relation to the Customer provided in doing so we take such steps as we consider reasonable to ensure it is used only:

- a. To fulfill our obligations under your agreement;



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- b. For work assessment and fraud prevention; or
- c. To make available information about new or beneficial products and services offered by us and other organizations which we consider may be of interest to the Customer.

32. Cross Default: The Customer agrees a default by the Customer under this agreement is a default by the Customer under all other agreements between the Provider and the Customer ("Other Agreements") and a default under Other Agreements by the Customer is a default under this agreement by the Customer. The Customer agrees the retainer held by the Provider under this agreement secures the obligations of the Customer under Other Agreements and is available for use by the Provider to satisfy unfulfilled obligations of the Customer under those Other Agreements.

33. Company Name Change: If there is a need to change the name of your company, requests must be made in writing and addressed to the Center Manager or made through your portal (after login to your account on the Provider's website). Please note these requests will be processed 60 days from the beginning of the next calendar month. Any invoices prior will be in the current company name and cannot be changed.

34. Subordination: This agreement is subordinate to the Provider's lease with the Provider's landlord and to any other agreements to which the Provider's lease with the landlord is subordinate.

35. Termination: The Provider has the right to terminate the Agreement immediately if the Customer is or becomes (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control ("OFAC") or on any similar list (collectively, the "List"), or (ii) a person, entity, or



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government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. The Provider reserves the right to immediately suspend services and/or terminate the agreement if the Provider determines the Provider's facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations. The Provider reserves the right to immediately suspend services and/or terminate the agreement if the Provider determines the Provider's facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations.

Fees

36. Standard Services: The standard fee and any fixed, recurring services requested by the Customer are billed in advance and payable upon receipt of the invoice. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied on a daily basis. All services will renew automatically at the prevailing market rate. If a recurring service needs to be canceled, the Customer simply needs to request this to the center team. However, please note any service already invoiced will remain payable (no credit will be raised).

37. Pay-as-you-use (one-off) Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are billed in arrears and payable upon receipt of the invoice. For the Customer's convenience, the Service Price Guide, which may change from time to time, lists many commonly requested services and their



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costs. If you require a service not shown in the Service Price Guide, such as postage, shipping labels, courier or overnight delivery services, please ask a center team member for the cost as it may include a convenience and administrative fee. Additional services are subject to the availability of the Provider's center staff to accommodate such requests at the time each such request is made.

- 38.** Extra access cards and replacement card (regardless of reason) are available to the Customer for a cost of \$40.00 a piece. Extra access card must be requested for in writing to the Provider. The Provider, at his discretion; reserves the right to deny request for extra access card.
- 39. Office Restoration Service:** A fee of \$2.50 per square foot for each occupied office will be charged upon the Customer's departure or if the Customer, at the Customer's option, chooses to relocate to different rooms within the Center. The Provider reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
- 40. Annual Indexation:** For all agreements with a term greater than 12 months the indexation applied (on the 13th month to the monthly office rate) of the All Items Retail Prices Index +2% will be substituted by CPI or 4%, whichever is greater.
- 41. Business Continuity Service:** Business Continuity is a service provided for 1 month following the departure (agreement end date) of the Customer from the business center, to cover the management of mail, fax, and visitors. Prices can be obtained upon request.

Description:

- a.** Should any visitors come to the center, our professional receptionist team will give them the new office address. Also provided is a one-page flyer with the Customer's new contact information to make it easy for visitors to find them.



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- b. We will continue to collect mail to ensure correspondence is not missed for the time specified above (section 41).
- c. The Business Continuity service is optional.
- d. If the Business Continuity package is not purchased:
 - i. Assigned phone extension will be disabled.
 - ii. Mail will be returned to sender.
 - iii. No information will be given to the Customer's guests other than they no longer have space at Provider's Business Center.

42. Late Payment and Penalty: All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice provided. At any time, the Customer may ask the center team on what date a late fee will be assessed. If the Customer does not pay fees when due, a service fee of \$50 plus 5% penalty will apply.

- a. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Customer access to the Customer's accommodation) while there are any outstanding fees, penalties and interest or the Customer is in breach of the Service Agreement which, for the avoidance of doubt, includes these House Rules.

43. Insufficient Funds: The Customer will pay a fee of \$50, or the maximum amount permitted by law, for any returned cheque or any other declined payment due to insufficient funds.

44. Retainer/Deposit: For security, the Provider will only return retainers/deposits via bank transfer, check or ACH. To ensure the Provider returns the retainer/deposit in a timely manner,



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the Provider requires the Customer confirm the end of their agreement and request their retainer refund via their online account or check.

45. Retainer Maintenance Fee: Any retainer not claimed after 120 days will be charged a monthly \$25 account maintenance fee.

Liability

46. Mail: The Customer releases the Provider from any liability arising out of or incurred in connection with any mail or packages received on the Customer's behalf.

47. Services: The Customer is liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by the Provider, the Customer will immediately pay by an alternate form of payment accepted by the Provider.

Force Majeure

48. Force Majeure: The Provider shall have no liability to the Customer under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. The Provider's obligation to perform its obligations shall be suspended during the period required to remove such *force majeure* event. The Provider



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shall notify the Customer as soon as reasonably possible of the *force majeure* event and propose a suitable alternative accommodation (if any) in the same Business Center or in another available business centers.

IT and Technology Policy

49. Introduction: This Policy forms part of the Provider's Internet Connectivity Order and applies where the Customer wishes to use the Provider's Telecommunication and Internet connectivity services and equipment.

The Provider is considered a Downstream Service Provider (DSP), which means the Provider provides a personalized connection to the Internet which is managed and protected via a firewall.

- a. The Provider's Internet service provides the Customer with an Internet connection supporting regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and the like.
- b. The Provider's internet service is based on a none symmetrical leased line connection or similar technology shared with other individual Provider's Customers within the same Provider's office building.

50. The Provider's Internet and Telecommunications Policy:

- a. **Content:** The Customer acknowledges the Provider does not monitor the content of information transmitted through the Provider's telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines"). The Customer further acknowledges the Provider is merely



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providing a conduit for the Customer's Internet transmissions, similar to a telephone company, and the Provider accepts no liability for the content of transmissions by the Customer.

- b. Restrictions:** The Provider Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct constituting a criminal offense or gives rise to civil liability. The Customer is responsible for maintaining the basic security and virus protection of the Customer's systems to prevent their use by others in a manner which violates the Service Agreement. The Customer is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
- c. The Provider's Internet Access-Per User Basis:** The Provider grants the Customer access to the Provider's Internet service on a per user access basis. In the event of the Customer increasing the number of users by utilizing a proxy server or by other means, the Customer agrees to pay the Provider a fee for each user who accesses the Internet, either directly or through a proxy server.
- d. Unauthorized Access:** In no event may the Customer increase its authorized access points to the Telecommunications/Data lines by means of wire splitting or any other method including wireless devices. In the event of the Customer breaching paragraph **48.C** (The Provider Internet Access-Per User Basis), above, or this paragraph, the Provider may



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disconnect all of the Customer's access to the Telecommunications/Data lines upon three (3) business days prior written notice to the Customer. The Customer shall pay all the Provider fees for any unauthorized Telecommunications/Data Lines use upon invoice from the Provider. The Provider shall have no obligation to reconnect the Customer to the Telecommunications/Data Lines until such fees have been paid in full and the Customer has ceased to make unauthorized access.

- e. Customer Installed Telecommunications Lines:** It is part of the Provider's business model to provide Telecommunications Lines to its Customers. The Customer may not bypass the use of the Provider's Telecommunications Lines by installing its own direct Telecommunications Lines.
- f. Security Violations:** The Customer is prohibited from engaging in any violations of system or network security. The Provider Internet service may not be used in connection with attempts-whether or not successful-to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. The Provider reserves the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. The Provider may disconnect the Customer's equipment and withhold services if the Provider considers the Customer's hardware or software is, or has become, inappropriate for connection to the Provider's network. The Customer is responsible for the Customer's own virus protection on the Customer's systems and hardware



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- g. The Provider's Internet:** Services are only available at the Provider's locations and connection to the Provider's network is only permitted at those locations or via the Provider's provided services. The Customer must not create any links between the Provider's network and any other network or any telecommunications service without the Provider's consent.
- h. Revisions to this Policy:** The Provider may modify this Policy at any time, with or without notice.
- i. Special Requirements:** Where the Customer is using its own wireless access points/router, the Customer requires written approval from the Provider, prior to implementation
- j. DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS:** As part of its services to the Customer, the Provider may provide third party Internet access and computer hardware and software ("Third Party Services"). THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY SERVICES. THE CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY THE PROVIDER AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR THE CUSTOMER'S INTENDED PURPOSE.
- k. DISCLAIMER OF LIABILITY FOR THE CUSTOMER'S EQUIPMENT:** ALL THE CUSTOMER EQUIPMENT STORED IN THE PROVIDER'S TELECOMMUNICATIONS ROOM IS STORED AT THE CUSTOMER'S OWN RISK. THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.



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- l. DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE:** The Provider does not provide any service level agreement to the Customer in regard to provision or loss of service for its Internet services. The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

- m. DISCLAIMER OF INDIRECT DAMAGES:** The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from the Service Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.