



**COSYDNEY COWORKING + ENTERPRISE ACCELERATOR
3 BLACKFRIARS STREET CHIPPENDALE**

**QUANTUM COMPASS PTY LTD
ACN 601 278 148**

TRADING AS

COSYDNEY

**TERMS AND CONDITIONS,
MEMBERSHIP AGREEMENT, & LICENSE AGREEMENT.**

Welcome:

Welcome to CoSydney CoWorking + Enterprise Accelerator. This document constitutes the CoSydney Terms and Conditions and, upon acceptance by CoSydney of any Membership Application made by You, this document also constitutes the terms and conditions of any Membership Agreement and any License Agreement made between You and CoSydney.

In this document you'll find details your rights and responsibilities as a CoSydney Community Member and / or Licensee, and in turn, this document details what you can expect from us too.

In accessing the CoSydney and the associated CoSydney Cobot websites, or in making application for CoSydney Membership or CoSydney License Agreement, You agree to be bound by the Terms and Conditions, Membership Agreement, & License Agreement as contained in this document.

Acknowledgement of Country:

CoSydney CoWorking + Enterprise Accelerator is housed on the lands of the Gadigal people of the Eora Nation.

We acknowledge and pay tribute to the custodianship of the Traditional Owners and Elders since time immemorial and we pay our respects to the resilience of indigenous communities throughout Australia.

We open our hearts in friendship to all the peoples of Australia; and we offer our community of creativity, our space, and our enterprise in the spirit of collaboration and the mutual encouragement of all.

Preamble:

The foundation of all coworking spaces is their community. CoSydney CoWorking + Enterprise Accelerator is no different.

The CoSydney Member Community is built in the spirit of collaboration and mutual encouragement on the basis of acceptance, respect, and trust.

Breaches of trust are a rarity in the CoSydney Community, and CoSydney Community Members agree to, and are bound by the Terms and Conditions, Membership Agreement, & License Agreement, and personally reflect the values and attitudes, expressed in this document.

Coworking is about voluntarily working in a shared office space with other like-minded people on the basis of mutual trust.

CoSydney, like any other coworking space, must have rules and regulations to protect the enterprise, the premises, and the member community.

As a CoSydney Community Member you are invited to work with us to improve these agreements and enhance these rules and regulations over time.

The CoSydney Member Community ascribes to two fundamental tenets:

- **Enlightened Self Interest** – We all act to further the interests of others (and the interests of the group or groups to which we belong), thus ultimately serving our own self-interests.
- **The Platinum Rule** - Do unto others as they would have you do unto them, not as you would have them do unto you.

CoSydney Member Community; a community of acceptance and respect for self and others:

At CoSydney CoWorking + Enterprise Accelerator diversity means more than just equal opportunity or tolerating others. As a member community we seek to move beyond tolerance towards acceptance - Acceptance of ourselves, and acceptance of others.

As CoSydney Community Members:

- We respect and value differences – emotional, intellectual, physical, and experiential. We recognise difference and diversity as the key strength of our coworking community.
- We seek to co-create inclusive workspaces where alternative insights and differences are welcomed and embraced. While we work independently, but not alone, we agree others will not be alienated or sidelined because they don't fit into set expectations.
- We each have a personal responsibility to be a leader on diversity issues within our community and beyond.

Definitions:

Unless a contrary intention applies, in these Terms and Conditions, Membership Agreement, & License Agreement:

“**Acceptance**” has the meaning given in clause 3.5;

“**Account**” has the meaning given in clause 3.5;

“**Application**” has the meaning given in clause 3.5;

“**ArtSHINE**” means Vinh Van Lam and Stuart Horrex trading as ArtSHINE Australia;

“**ArtSHINE Gallery**” means the art gallery space located at CoSydney Blackfriars;

“**ArtSHINE Gallery Art Works**” means the property and works of various artists located at CoSydney Blackfriars contained in art installations, exhibitions, and shows managed by ArtSHINE in the Premises located at CoSydney Blackfriars;

“**Bank Account**” has the meaning given in clause 3.5;

“**B Corp**” has the meaning given at <http://bcorporation.com.au/what-are-b-corps/the-b-corp-declaration>;

“**Booking**” has the meaning given in clause 8.1;

“**Business Day**” means a day that is not a Saturday, Sunday or public holiday in New South Wales;

“**Business Hours**” means times of the Business Day during which convention and tradition generally dictate that business is conducted. Business Hours may also include Nap Time as practiced from time to time by CoSydney Community Members at their own discretion;

“**Card**” means a payment card which provides the cardholder electronic access to his or her bank account(s) at a financial institution and includes a debit card and a credit card;

“**Cobot**” means the Cobot web-based management software, designed by Upstream-Agile GmbH, used to manage coworking spaces;

“**Cobot Account**” means Your individual account signed up through the Cobot web-based management software, designed by Upstream-Agile GmbH, as used to manage the CoSydney Coworking Space;

“**Community Manager**” means Messrs Vinh Van Lam and Stuart Horrex, or any other person appointed by CoSydney;

“**Community Membership Fee**” means the annual fee specified payable by You to CoSydney for Your CoSydney Community Membership either as a lump sum, or in instalments as mutually agreed prior to the commencement of any Membership Term;

“**Confidential Information**” has the meaning given in clauses 13.1 and 13.2;

“**CoSydney**” means Quantum Compass Pty Ltd trading as CoSydney;

“**CoSydney Blackfriars**” means the premises occupied by CoSydney and located at 3 Blackfriars Street Chippendale NSW 2008;

“**CoSydney Cobot**” means the CoSydney website residing with the Cobot web-based management software, designed by Upstream-Agile GmbH, used to manage the CoSydney coworking space;

“**CoSydney Community**” means the community managed by Messrs Vinh Van Lam and Stuart Horrex;

“**CoSydney Community Member**” means a person who is eligible to become and who has paid the Community Membership Fee to become a member of the CoSydney Community in accordance with these Terms and Conditions and the Membership Agreement;

“**CoSydney Community Membership**” means being a person who has paid the Community Membership Fee to become a member of the CoSydney Community in accordance with these Terms and listed under that heading in Schedule 1;

“**CoSydney Coworking Package**” means the package with the benefits (which are subject to change at CoSydney’s discretion) listed under that heading in Schedule 2;

“**CoSydney Coworking Package Fee**” means the monthly fee of the package with the benefits listed which is determined by the term of hire selected by You;

“**Coworking Desk**” means a desk space allocated at the Premises for Your use at the discretion of CoSydney;

“**CoSydney Property**” means everything in the Premises which is owned by or otherwise controlled by CoSydney;

“**Coworking Space**” means those parts of the Premises made available by CoSydney for use by CoSydney Community Members for Permitted Activities;

“**Day Pass**” means a pass providing You or your Invitee access to the Coworking Space for a Business Day provided by CoSydney at the Premises for a fee as listed under that heading in Schedule 2;

“**Designated Desk**” has the meaning given in clause 7;

“**Fair and Reasonable Use**” means sdkfjdklfjdsj See clause 11.2;

“**Free Trial Day**” means a Business Day as mutually agreed by both Parties provided by CoSydney at no cost for the purpose of evaluating the Premises, the CoSydney Community, and the Coworking Space;

“GST” (with a nod to the Australian Democrats) means any goods and services tax under the GST Act - A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) in relation to any supply made of goods, services or any other thing under these Terms and Conditions;

“Intellectual Property Rights” means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered;

“Invitee” means any person, or group of persons You invite or introduce to CoSydney. Invitees are entitled to attend meetings and / or functions You organise. Invitees are not entitled to remain at CoSydney beyond a reasonable time at the conclusion of those meetings and / or functions. Invitees are entitled to make use of a Day Pass purchased by You, or a Free Trial Day during their first visit to the Premises;

“License” has the meaning given in clause 4.4;

“Licensee” has the meaning given in clause 4.4;

“Licensor” has the meaning given in clause 4.4;

“Meeting Spaces” has the meaning given in clause 8;

“Meeting Space Fee” has the meaning given in clause 8.2;

“Membership Renewal Notice” means a notice from CoSydney asking You to renew Your CoSydney Community Membership delivered in any form;

“Membership Term” means the period of Community Membership made valid by You through payment of the Membership Fee;

“Membership Type” means the type of Community Membership as selected by You;

“Nap Time” means a relaxation period placed into a schedule for the purpose of sleepy-bobos;

“Oxford Comma” is a comma placed immediately before the coordinating conjunction (usually and, or, or nor) in a series of three or more terms. While the incorrect usage of this preferred form is not grounds for termination, its usage is strongly encouraged. See also **“Walken Comma”**;

“Party” means CoSydney and / or You as the context requires;

“Permitted Activities” means activities permitted at the Premises as defined and determined by CoSydney

“Personal Information” means information or an opinion about an individual as defined in section 6 of the Privacy Act 1988 (Commonwealth) which is collected, used, disclosed, stored or handled by CoSydney;

“Premises” means CoSydney Blackfriars or such other location that CoSydney may relocate to or occupy in the future;

“Privacy Policy” means CoSydney’s privacy policy;

“Terms and Conditions” means these terms and conditions including any schedule or annexure and all materials referred to or linked to in these terms and conditions including, but not limited to, the Privacy Policy and CoSydney Preamble, Community Code of Conduct;

“Trial Period” has the meaning given in clause 3.5.

“Username” has the meaning given in clause 3.3;

“Walken Comma” has the meaning given by internet meme makers everywhere. Google it;

“Website” means any website site owned by CoSydney and operating under the URL www.CoSydney.com.au or any other url as determined by CoSydney;

“You” and “Your” are a reference to you the customer (or the company or organisation you represent); and

“Your Property” means any plant, equipment, documents, possessions, or other other property that You bring onto the Premises.

General:

1. You represent and warrant that:
 - 1.1. You are at least 18 years of age;
 - 1.2. You have the legal capacity to enter into legally binding contracts under applicable law; and
 - 1.3. If the CoSydney Community Member is a company, trust, or other legal entity, You are properly authorised to bind that legal entity to these Terms and Conditions, Membership Agreement, & License Agreement.

2. CoSydney hereby gives You notice these Terms and Conditions, Membership Agreement, & License Agreement may vary from time to time.
 - 2.1. CoSydney reserves the right to vary these Terms and Conditions, Membership Agreement, & License Agreement, and may do so:
 - a) Without further notice;
 - b) Without further explanation; and
 - c) Without further justification.
 - 2.2. CoSydney may vary these Terms and Conditions, Membership Agreement, & License Agreement by one, some, or all of the following methods:
 - a) Providing them to You in Person;
 - b) Providing them to You via e-mail, SMS, or other electronic means;
 - c) Publishing them on the Website; and
 - d) Any other method as determined from time to time.
 - 2.3. CoSydney may vary these Terms and Conditions, Membership Agreement, & License Agreement because:
 - a) Business conditions require;
 - b) Compliance with service provider specifications require,
 - c) Consultation with the CoSydney Member Community, and / or
 - d) Any other reason as determined from time to time.
 - 2.4. Your continued use of:
 - a) The Website, and / or
 - b) Cobot, and / or
 - c) The benefits of privileges of Your CoSydney Community Membership will be deemed to be Your Acceptance of any variation to these Terms and Conditions, Membership Agreement, & License Agreement.
 - 2.5. Should you have any queries or concerns in relation to these Terms and Conditions, Membership Agreement, & License Agreement please make contact with the CoSydney Community Manager – We're keen to work together in full cooperation to ensure the expectations of all Parties to this Agreement are met, and there are clear mutual benefits as a result of this Agreement.

Steps to becoming a CoSydney Community Member:

3. To become a CoSydney Community Member You must:
 - 3.1. Be eligible to become a CoSydney Community Member as set out in these Terms and Conditions, Membership Agreement, & License Agreement;
 - 3.2. Select a suitable CoSydney CoWorking Plan;
 - 3.3. Create a Cobot Account:
 - a) CoSydney uses the services of international coworking management software called Cobot. Through the Cobot interface CoSydney Community Members manage their CoSydney Community Member profile, Membership and License Fees, wifi access, and other associated CoSydney services.
 - b) To create a Cobot Account:
 1. Follow the instructions on the Website;
 2. Your Username will be the email address You provide when creating an Account ("Username").
 3. One Account per email address;

4. Please use your primary email address. Enterprise Members will be required to register using the @email address of the primary Enterprise Member. Failure to use the @email address of the primary Enterprise Member may result in any Enterprise Membership benefits not being made available to You;
5. Your Username must not be considered inappropriate or offensive and must not infringe upon the rights of any third party. CoSydney will require You to change a Username if it is deemed inappropriate for use;
6. Your Account is not transferable and may be used only by the individual who created it and not any third party without the express written consent of CoSydney's consent;
7. Please keep Your Account details safe and do not disclose them to any third party;
8. CoSydney reserves the right to terminate Your Account if CoSydney has reason to believe that Your Account details are being used by anyone other than You;
9. You are liable for all activities that are undertaken using Your Account and associated password;
10. You hereby agree to indemnify and fully compensate CoSydney for any and all losses CoSydney may suffer as a result of any failure by You to keep Your Username and password strictly secure at all times.

3.4. Select the appropriate CoSydney Community Membership level:

a) The CoSydney Community Membership levels are:

1. Standard membership;
2. Enterprise membership;
3. Professional membership;
4. Concessional membership;
5. Student membership;
6. Regional membership.

Refer to SCHEDULE 1 for more details.

b) Access to the Premises and permitted usage of the Coworking Space and is dependent on Your CoSydney Community Membership status and a valid CoSydney CoWorking License Agreement.

c) Access to the Premises, or usage of Coworking Space beyond Your entitlement will result in the automatic charge to You by CoSydney at a rate of \$50.00 (plus GST) per day.

3.5. Complete and submit an application for CoSydney Community Membership;

a) The **"Application"** is Your offer to become a CoSydney Community Member

b) CoSydney Community Membership is valid for a twelve (12) month period.

1. This twelve (12) month membership period includes a **"Trial Period"** where, within 30 days of Your Application you may advise CoSydney in writing of your intention not to continue as a CoSydney Community Member;
2. CoSydney will only consider a refund of CoSydney Community Membership Fee at the conclusion of the Trial Period where the CoSydney Community Membership Fee has been paid in full, in advance. Part refund requests for any unused portion of the first 30 day Trial Period will not be considered;

c) CoSydney reserves the right to accept or reject Your Application for any reason without further reason or explanation.

1. CoSydney will notify You by email to confirm acceptance (**"Acceptance"**).
2. With that Acceptance a membership agreement between You and CoSydney will thus be formed based on the terms of these Terms and Conditions, Membership, & License Agreements;
3. CoSydney will also notify You to confirm any rejected Application
 - a. If payment of any Fee (or part thereof) has been made, then the full amount paid will be refunded to the account from which Your payment was made (**"Bank Account" or "Card"**);

3.6. Agree to these Terms and Conditions, Membership Agreement, & License Agreement;

3.7. Agree to pay the Membership Fee;

a) When making Your Application You agree to pay the CoSydney Community Membership Fee in full, and in accordance with the payment method and payment schedule determined by You at the time of making Your Application.

b) CoSydney Community Membership Fees are non refundable;

c) Separate to the “Trial Period” as defined in Clause 3.5 above, You may make written representations to CoSydney should you wish to cancel Your CoSydney Community Membership prior the end of the twelve (12) month period.

1. Refunds are not guaranteed, and
2. Any refunds, or parts thereof, will be considered by CoSydney on a case by case basis.

3.8. Have your application Accepted by CoSydney in accordance with the processes set out in these Terms and Conditions, Membership Agreement, & License Agreement.

3.9. CoSydney will provide You with a Membership Renewal Notice at least thirty (30) days before the expiry of Your CoSydney Community Membership which will:

- a) Set out the CoSydney Community Membership Fee payable by You (which CoSydney may change each year at its discretion);
- b) Set out the due date for payment of Your Community Membership Fee (“**Due Date**”);
- c) Set out the payment methods available; and
- d) Provide You with the ability to notify CoSydney prior to the Due Date if You do not wish to renew Your CoSydney Community Membership.

3.10. Unless You notify CoSydney otherwise, Your CoSydney Community Membership will be automatically renewed on the Due Date for one further year and the Community Membership Fee applicable for that year will be payable by You.

3.11. If Your Card or Bank Account details provided to CoSydney for the purposes of making payments by You are no longer current, you must immediately notify CoSydney of the new details and promptly do all things and provide any signed documentation necessary to enable CoSydney to process Your payments.

3.12. If You notify CoSydney prior to the Due Date that you do not wish to renew Your CoSydney Community Membership, your membership will cease and the further Community Membership Fee will not be payable.

3.13. You agree that if You do not notify CoSydney pursuant to clause 3.10, CoSydney will automatically charge Your nominated Card or directly debit your Bank Account with the Community Membership Fee and it will not be refundable. You must advise CoSydney immediately if Your Card or Bank Account details provided to CoSydney at the time of submitting the Application are no longer current.

3.14. If CoSydney does not receive the CoSydney Community Membership Fee by the Due Date, Your CoSydney Community Membership will lapse.

CoSydney Coworking:

4. CoSydney Coworking Packages -

4.1. A range of CoSydney Coworking Packages are made available by CoSydney from time to time and may be published on the Website:

- a) Virtual;
- b) Casual;
- c) Casual Weekends;
- d) Part Time;
- e) Frequent;
- f) Full Time “**Designated Desk**”.

Refer to SCHEDULE 2 for more details.

4.2. In addition to Your CoSydney Coworking Package You may also purchase additional time in the form of a “**Day Pass**”;

4.3. Unless otherwise expressly invited in writing by CoSydney, only current CoSydney Community Members have entitlement to purchase CoSydney Coworking Packages, Day Passes, and access Coworking Space, Meeting Spaces, and any other associated services;

4.4. This agreement (“**License**”) is entered into by and between You (the “**Licensee**”) and CoSydney (the “**Licensor**”) according to these Terms and Conditions, Membership Agreement, & License Agreement and schedules contained herein.

4.5. As the Licensor CoSydney may also offer additional services from time to time on a case by case basis for agreed upon fees.

4.6 You, as the Licensee, select Your level of CoSydney Community Membership and a CoSydney Coworking Package at the Time of Application. Fees and charges are negotiated and agreed on that basis.

5. CoSydney Coworking Packages - Fees

- 5.1. Unless otherwise arranged in advance and approved in writing by CoSydney;
 - a) CoSydney Coworking Package Fees are payable monthly via direct debit from Your Bank Account or Card;
 - b) CoSydney Coworking Package Fees are payable in advance;
 - c) CoSydney Coworking Package Fees are not refundable;
- 5.2. Access to the Premises and permitted usage of the Coworking Space and is dependent on Your CoSydney Community Membership status, payment of the CoSydney Coworking Package Fee, and a valid CoSydney CoWorking License Agreement.
- 5.3. Access to the Premises, or usage of Coworking Space beyond Your entitlement by You, or those determined to be Your **"Invitee"**, will result in the automatic charge to You by CoSydney at a rate of \$50.00 (plus GST) per day.

6. CoSydney Coworking Packages Cancellation and Refunds -

- 6.1. You may cancel a CoSydney Coworking Package with at least one (1) month's prior written notice;
- 6.2. You may make written representations to CoSydney should you wish to cancel Your CoSydney Coworking Package with less than the one (1) month's notice period.
 - a) Refunds are not guaranteed, and
 - b) Any refunds, or parts thereof, will be considered by CoSydney on a case by case basis.

CoSydney Coworking Package – Full Time with "Designated Desk":

7. Subject to availability You may request a **"Designated Desk"** as part of a Full Time CoSydney Coworking Package.
 - 7.1. You may, with prior arrangement, sign up for three (3), six (6) or twelve (12) months' use of a Designated Desk after which period Your right to use the Designated Desk will, subject to the desk remaining available for Your exclusive use, run from one month to the next until You cancel the arrangement by one (1) month's prior notice in writing, or seek to renegotiate a further three (3), six (6) or twelve (12) months' use.
 - 7.2. From time to time Your Designated Desk may be required by CoSydney in connection with the hosting of events and you will not be entitled to any compensation for such use. You will be notified in advance of the dates and nature of these events. CoSydney will attempt to protect Your Property located at Your Permanent Desk from damage or theft. However, CoSydney does not accept responsibility for any loss or damage suffered by You in relation to damage, theft or misuse of Your Property.

Meeting Spaces:

8. CoSydney has a range of meeting spaces (**"Meeting Spaces"**) located at the Premises that, subject to Booking and availability, are available for hire by You.
 - 8.1. Bookings for Meeting Spaces must be made using the online booking request form available on the Website (**"Booking"**).
 - 8.2. By making a Booking You agree to pay the fee notified to You at the time of placing the Booking (**"Meeting Space Fee"**).
 - 8.3. CoSydney reserves the right to accept or reject Your Booking for any reason at any time.
 - 8.4. You must notify CoSydney immediately if You need to cancel a Booking.
 - a) If You cancel with more than 24 hours' notice a cancellation fee of 20% of the Meeting Room Fee may apply.
 - b) If less than 24 hours' notice is given, the Meeting Space Fee will be forfeited in full.
 - 8.5. You may make written representations to CoSydney should you wish to seek refund of the Meeting Space Fee.
 - a) Refunds are not guaranteed, and
 - b) Any refunds, or parts thereof, will be considered by CoSydney on a case by case basis.
 - 8.6. Any conflicting Bookings will be resolved by the CoSydney Community Manager.
 - a) Every attempt will be made to accommodate You in an alternative Meeting Space or an alternative day.
 - b) If this is not possible, CoSydney reserves its right to cancel the Booking and refund the Meeting Room Fee to your Card or Account.
 - 8.7. Where You use a Meeting Space without having made a Booking You may be asked to pack up and vacate the Meeting Space immediately (which you must do), even if not booked by another.

- 8.8. Capacity limits apply for each Meeting Space. Please discuss your requirements with the CoSydney Community Manager.
- 8.9. You agree to maintain each Meeting Space in a clean and safe manner.
- 8.10. Audio Visual and / or projectors can be made available by CoSydney in Meeting Spaces on request provided the request is made at the time of Booking. This will be included in the Meeting Room Fee. Meeting Rooms come with white boards and markers as well as tea and coffee facilities.

Lockers:

9. CoSydney may, for an additional fee, provide You with a locker at the Premises to store Your Property.
- 9.1. The Lockers are not security lockers, so please keep valuable items with You at all times.
- 9.2. CoSydney can not accept responsibility for any loss or theft of or damage to Your Property.

Security Keys:

10. CoSydney may, for an additional fee, provide You with a security key for the Premises.
- 10.1. A deposit is payable for each security key issued.
- 10.2. In the event Your security key is lost, Your security deposit will be used to pay for the cost of replacing ALL the security keys issued to ALL CoSydney Community Members by CoSydney for the Premises.

Our Obligations and Your Fair and Reasonable Use of the Website, Services, Amenities, and the Premises:

11. CoSydney recognises both Parties have obligations to each other and to other CoSydney Community Members. The CoSydney Community Manager has an obligation to ensure the CoSydney Community delivers on the expectations of its members for the mutual benefit of all.
- 11.1 When accessing the Website or the Premises or otherwise using Your CoSydney Community Membership You must not:
- a) Violate any applicable laws or regulations;
 - b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including the right of privacy) of others;
 - c) Attempt to undermine the security or integrity of CoSydney's systems and / or networks. Or, where the Website is hosted by a third party, that third party's systems and / or networks;
 - d) Use, or misuse the Website in any way which may impair the functionality of the Website or impair the ability of any other user to use the Website;
 - e) Attempt to gain unauthorised access to any materials, other than those to which You have been given express permission to access, or to the system upon which the Website is hosted;
 - f) Transmit, or input into the Website, any:
 - i. Files that may damage any other person's devices or software;
 - ii. Content that may be deemed offensive; or
 - iii. Material or data in violation of any law (including data or other material protected by copyright or You do not have the right to use);
 - g) Attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to operate the Website;
 - h) Install any cabling, IT or telecom connections at the Premises without the consent of CoSydney (which CoSydney may refuse at its absolute discretion);
 - i) Alter any part of the setup of the Premises;
 - j) Hold yourself out as a representative of CoSydney or attempt to assume any obligations on behalf of CoSydney;
 - k) Disclose, commercialise or otherwise use any Confidential Information provided to You in the course of your CoSydney Community Membership, other than for purposes authorised by the provider of the information.

11.2. Both Parties agree that:

- a) The Premises are to be used solely for Permitted Activities;
- b) We will immediately report any injuries on Premises to the Community Manager and provide written record;
- c) We will respect the Premises and take good care of Your Property, other CoSydney Community Member Property, and CoSydney Property at all times;
- d) We will comply with all reasonable requests or directions by the CoSydney Community Manager at all times;
- e) It is Your sole responsibility to determine that the your CoSydney Community Membership meets the needs of Your business and is suitable for the purposes for which it is used;
- f) Your access to the Website and the Premises and Your use of the CoSydney Community Membership is at Your risk;
- g) CoSydney may prohibit or halt any activity in the Premises which in its opinion is objectionable, dangerous, unlawful, infringes the Intellectual Property Rights of CoSydney or a third party or which is potentially detrimental to CoSydney's reputation;
- h) The whole of the Premises remains in CoSydney's possession and control at all times;
- i) These Terms and Conditions create no tenancy interest, leasehold estate or other real property interest in Your favour with respect to the Premises;
- j) You are responsible for rectifying any damage to the Premises, CoSydney Community Member's Property, or CoSydney Property, (fair wear and tear excepted) caused by You; and
- k) CoSydney is entitled to charge You additional costs for internet, printing and photocopying beyond Fair and Reasonable Use
 - i) Use of CoSydney Internet and Networks assumes Fair and Reasonable Use on Your part.
 1. The purpose of this Fair and Reasonable Use policy is to support the consistent supply of Internet services to all CoSydney Members recognising the shared nature of the resource and that the activities of one person can detrimentally affect use by other persons.
 2. You must not, and you must ensure your personnel do not, engage in unfair use.
 3. Examples of conduct that may constitute unfair use include:
 - a. where the download usage or upload usage exceeds reasonable monthly limits – all excess usage is out of scope for fair use and incurs a charge per MB.
 - b. use of Internet and Networks in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance; and
 - c. undertaking (or attempting to undertake) any of the following activities without authorisation:
 - i. disabling, disrupting or interfering with the regular working of any service or network, for example overloading it, denial of service attacks, or flooding a network
 - ii. probing, scanning or testing the vulnerability of a system or network without due notice
 - iii. breaching the security or authentication measures for a service or network.
 - d. any other use which CoSydney considers, acting reasonably, to be inappropriate or excessive, as notified by CoSydney to members from time to time.
 - e. connecting any device which CoSydney, acting reasonably, would not expect to be connected as part of carrying on your business
 - f. traffic volumes exceeding (even briefly) the traffic volumes that would reasonably be expected to be handled by a networking device when used for the purpose of carrying on your business
 4. Examples of your responsibilities to ensure fair use include
 - a. Ensuring limited, reasonable personal & business use only (for example, checking personal email)
 - b. Developing, and ensuring compliance with this "fair use policy"
 - c. Avoiding any behaviour that may bring CoSydney into disrepute
 - d. Not downloading unlicensed copyrighted material in any form and for any purpose
 - e. Not uploading or download torrent files for any purpose
 - f. Not downloading or streaming large files unrelated directly to Your business activity

- g. Not sending unsolicited bulk emails (spam)
- h. Not transmitting or storing harmful programs (for example viruses) for any purpose.
- i. Taking reasonable care to secure passwords (and any other authentication factors).
- j. Deleting or Archiving email to keep all cloud based mailboxes a reasonable size.
- k. Not sharing the facility with any third parties (without Our agreement).
- l. Not using the facility to transmit or store any material that may breach any law (for example confidential material or material in breach of copyright).
- m. Taking reasonable care to limit volumes of data stored and transmitted.
- n. Not making non-ordinary or fraudulent use of the service.
- o. Not on-selling the services to any third parties (without our agreement).
- p. Not using the service in a manner that causes unreasonable congestion or adversely impacts other users.

11.3. CoSydney does not make any representations as to the security of CoSydney's network or internet connections. You must adopt the security measures (e.g. encryption) You believe to be appropriate to Your circumstances.

The Sharing Economy, Creative Commons, Social Benefit, and B Corp Status:

12. The CoSydney Community comes together to create mutual benefit.

12.1. Where possible CoSydney encourages the use of products and services devoted to expanding the range of creative works available for others to build upon legally and to share.

a) Creative Commons -

12.2. CoSydney as a social enterprise dedicated to supporting the development of business and entrepreneurial skills of Australian artists, artisans, and associated creative communities.

a) ArtSHINE Industries

12.3. CoSydney is working towards full B Corp status.

a) Please consider joining the CoSydney project team working on B Corp certification

12.4. We hope you can join us on this journey so we may work together to build a viable and sustainable Creative Coworking Community.

Confidentiality:

13. We acknowledge we are all responsible for acting in such a way as to protect our own confidentiality, and the confidentiality of others.

13.1. We acknowledge and agree that during Your use of the Website, the Premises and Your CoSydney Community Membership You may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by CoSydney, any employee, affiliate, or agent of CoSydney, a CoSydney Community Member or a third party that is non-public, confidential or proprietary in nature.

13.2. 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, any analyses, compilations, studies or other documents 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.

13.3. Your use of the Website, Premises and Your CoSydney Community Membership obligates You to maintain all Confidential Information in strict confidence; not disclose Confidential Information to any third parties; and not use Confidential Information in any way directly or indirectly detrimental to CoSydney, other CoSydney Community Members or any third party.

13.4. All Intellectual Property Rights remain the property of the owner. You acknowledge and agree that these Terms and Conditions and your CoSydney Community Membership does not grant you any Intellectual Property Rights, by licence or

otherwise.

Intellectual Property:

14. We acknowledge we are all responsible for managing and protecting our own Trademarks and Intellectual Property.

14.1. Title to, and all Intellectual Property Rights with respect to, the Website and any associated documentation and text are the property of CoSydney (or third party intellectual property licensors to CoSydney including, but not limited to, the operators of Cobot) and may not be used or reproduced in full or in part without CoSydney's prior written notice.

14.2. You may not, unless permitted by these Terms and Conditions, use the Website, or the material contained on it or linked to it ("the Material"), for any purpose. This includes:

- a) The reproduction of the Material in any material form;
- b) The distribution of the Material in any material form;
- c) Re-transmission of the Material by any medium of communication;
- d) Uploading and / or reposting the Material to any other site on the internet; or
- e) Framing" the Material with other material on any other internet site.

14.3. You may not modify, copy or otherwise commercialise:

- a) The layout of the Website; or
- b) Any computer software or code contained in the Website.

GST:

15. We agree that any and all amounts and other consideration referred to in these Terms and Conditions and on the Website are exclusive of any GST (unless specified otherwise) and that if any GST is imposed on any supply made pursuant to these Terms and Conditions, then the Party making the supply will be entitled to be paid the GST amount by the recipient, in addition to any consideration due for the supply. The GST imposed on the supply is calculated by multiplying the amount or value of the consideration for the supply by the GST tax rate prevailing as at the date the supply is made. If the recipient of the supply is required to pay an additional amount for GST pursuant to this clause, then the recipient will pay the increased amount in the same manner and at the same time as payment of the consideration due under these Terms and Conditions.

Limits of Liability:

16. To the maximum extent permitted by law, CoSydney excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss, including consequential loss, or damage resulting, directly or indirectly, from any use of, or reliance on, the Website, the Premises and Your CoSydney Community Membership.

16.1. If You suffer loss or damage as a result of CoSydney's negligence, breach of contract or other act or omission that cannot at law be avoided pursuant to clause 16.1, any claim by You against CoSydney arising will be limited in respect of any one incident, or series of connected incidents, to five hundred Australian dollars \$500.

16.2. CoSydney cannot guarantee uninterrupted, timely, secure or error / virus free access to the Website or, at a Premises, to CoSydney's network or the internet, and its operation may be interfered with by numerous factors outside of CoSydney's control. CoSydney will do everything in its power to meet Your expectations and deliver as promised as soon as possible to do so.

16.3. To the maximum extent permitted by law, You indemnify CoSydney and ArtSHINE for any or all any loss, including consequential loss, or damage resulting, directly or indirectly to ArtSHINE Gallery Art Works kept at the Premises and Your CoSydney Community Membership; further.

16.4. You agree to pay in full for any loss or damage to any ArtSHINE Gallery Art Works caused by You or your Invitee.

Indemnity:

17. You agree to release, indemnify and keep indemnified CoSydney, ArtSHINE, and ArtSHINE Gallery from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities or demands suffered or incurred by CoSydney to the extent arising out of or in connection with Your:

- a) Failure to comply with these Terms and Conditions;
- b) Use of the Website, the Premises and Your CoSydney Community Membership; and
- c) Infringement of any Intellectual Property Rights, privacy or other rights of a third party (including but not limited to other CoSydney Community Members, service providers to CoSydney and licensors to CoSydney)

Insurances:

18. CoSydney strongly recommends that You acquire, arrange and maintain for the term of Your CoSydney Community Membership and for Your use of the Premises:

- a) Public liability insurance;
- b) Workers compensation insurance; and
- c) Insurance to protect Your Property.

Termination:

19. To the maximum extent permitted by applicable law, CoSydney may terminate the Membership Agreement and / or License Agreement (and Your access to the Premises and Your CoSydney Community Membership), if:

- a) You breach the Membership Agreement and / or License Agreement and the breach is unable to be remedied; or
- b) You breach the Membership Agreement and / or License Agreement and, if the breach can be remedied, You fail to rectify any remediable breach within seven (7) days of CoSydney notifying You of the breach and requesting rectification; or
- c) You become insolvent, bankrupt, go into liquidation or become unable to pay Your debts as they fall due; or
- d) Your conduct, or that of Your Invitee, or that of someone who attends the Premises with Your permission is deemed incompatible with the CoSydney Community; or
- e) CoSydney, acting reasonably, is no longer able to provide You with access to the Premises.

19.1. If the Membership Agreement is terminated pursuant to clause 19, or if Your CoSydney Community Membership expires, You are required to immediately:

- a) Remove Your Property from the Premises;
- b) Vacate the Premises in a respectful manner;
- c) Leave Your area of the Premises in a clean state; and
- d) Return to CoSydney any keys (including access / swipe cards) to the Premises.

19.2. If You leave Your Property in the Premises following termination or expiry of Your CoSydney Membership, CoSydney may dispose of it at Your cost (and may charge you accordingly) in any way CoSydney see fit without any liability or responsibility to You.

Our commitment to the CoSydney Community:

20. CoSydney is committed to ensuring the expectations of CoSydney Community Members are met.

20.1. If You require technical help with the Website, please first check the support provided by CoSydney on the Website then, if necessary, contact the CoSydney Community Manager.

20.2. CoSydney intends the Website and the Premises (subject to agreed plans, payment of fees, current membership, etc) be available to You 24 hours a day, seven days a week. The Website or Premises may occasionally be unavailable due to maintenance or other development activity from time to time. If the Website or Premises is likely to be unavailable for significant periods of time, CoSydney will use all reasonable endeavours to provide details of such interruption in advance where possible.

20.3 Please assist CoSydney to ensure ongoing and consistent service delivery by participating in regular CoSydney Community events, providing ongoing feedback, suggestions, and ideas.

20.4 CoSydney asks You to please immediately report any behaviour or acts You suspect could be considered abuse or misuse of the Website or the Premises, or Your Property, or the Property of any other CoSydney Community Members so CoSydney may maintain reasonable services and be able to notify any relevant authorities should that be required.

Assignment:

24.1. You cannot transfer or assign Your CoSydney Community Membership without CoSydney's prior written consent.

24.2. CoSydney may assign or transfer the benefit of the Terms and Conditions or any the Membership Agreement and / or License Agreement at any time subject to CoSydney giving You four (4) weeks prior notice in writing.

Entire Agreement:

25. These Terms and Conditions and any Membership Agreement and / or License Agreement supersede and extinguish all prior agreements, representations (whether oral or written) and understandings and constitute the entire agreement between You and CoSydney relating to the Website and Your CoSydney Community Membership.

Waiver:

26. The failure to exercise or delay in exercising any power or right by a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

Governing Law and Jurisdiction:

27. These Terms and Conditions and any the Membership Agreement and / or License Agreement are governed by the laws of New South Wales, without giving effect to any principles of conflicts of laws. You agree to the jurisdiction of the courts of New South Wales to determine any dispute arising out of these Terms and Conditions and any the Membership Agreement and / or License Agreement.

Severability:

28. If any part of these Terms and Conditions or any the Membership Agreement and / or License Agreement are found to be void, unlawful, or unenforceable then that part will be deemed to be severed without affecting the validity and enforceability of the remaining provisions.

SCHEDULE 1

CoSydney Community Membership

CoSydney is a dynamic and inspiring social enterprise offering a CoWorking + Project Space providing a community of support for all creative professionals, start-ups, and entrepreneurs.

Becoming a member supports that effort, and supports the CoSydney Community.

Benefits include but are not limited to:

- Entitlement to purchase access and / or purchase a license to access the Coworking Space;
- Exposure to other CoSydney Community Members;
- Discounted (or free) access to CoSydney hosted events, talks, and training;
- The ability to promote Your organisation and the projects You are working on to other CoSydney Community Members;
- Discounted access to the Meeting Spaces; and
- Access to mentoring and coaching from ArtSHINE and Quantum Compass; and
- With a Day Pass or CoSydney Coworking Package:
 - Unlimited access (fair use) to high-speed wireless internet;
 - Access (fair use) to printer and scanner; and
 - Access (fair use) to the kitchen area and Coworking Premises

As a member of the CoSydney Community You also have access to additional benefits as outlined in Schedule 2 below.

Note the following details are subject to change at CoSydney's discretion from time to time.

MEMBERSHIP LEVELS AND FEES:

Standard (Network)

\$360 (plus GST) per annum. Paid in monthly instalments. Paid in advance.

Enterprise

\$600 (plus GST) per annum. Paid in monthly instalments. Paid in advance for two people in partnership.

\$1,250 (plus GST) per annum. Paid in monthly instalments. Paid in advance for up to five people associated with the same entity.

Entitlement to purchase access and / or a license to access the Coworking Space as part of an enterprise group and share that access with the other members of your enterprise group as agreed in advance with CoSydney;

Student

\$200 (plus GST) per annum. Paid in monthly instalments. Paid in advance.

You must be enrolled full time at a university or qualifying (at CoSydney's discretion) education institution. CoSydney reserves the right to require You to provide proof of enrolment.

SCHEDULE 2

CoSydney Coworking Packages

Note the following benefits are subject to change at CoSydney's discretion from time to time.

Details as published on the Website

Virtual

- Use of the Coworking Space located at CoSydney for up to two (2) days per calendar month;
- Use of CoSydney as Your business / mailing address;
- Assignment of a virtual phone number and voice mail box
- Access to changing rooms, Coworking and shared spaces, and coworking services during Business Hours on Business Days at CoSydney;
- Discounted rates on additional services provided by CoSydney.

Casual Weekends

- Use of the Coworking Space located at CoSydney during weekends:
 - 10am till 4pm Saturday;
 - 11am till 3pm Sunday;
- Access to changing rooms, Coworking and shared spaces, and coworking services during the weekends at CoSydney
- Discounted rates on additional services provided by CoSydney.

Casual

- Use of the Coworking Space located at CoSydney for up to eight (8) days per calendar month;
- Access to changing rooms, Coworking and shared spaces, and coworking services during Business Hours on Business Days at CoSydney;
- Discounted rates on additional services provided by CoSydney.

Part Time

- Use of the Coworking Space located at CoSydney for up to twelve (12) days per calendar month;
- Access to changing rooms, Coworking and shared spaces, and coworking services during Business Hours on Business Days at CoSydney;
- Discounted rates on additional services provided by CoSydney.

Frequent

- Unlimited use of the Coworking Space located at CoSydney during Business Hours and Weekend Hours each calendar month;
- Use of the Meeting Space located at CoSydney (subject to Booking and Availability) for up to three (3) hours per calendar month;
- Use of CoSydney as Your business / mailing address;
- Access to changing rooms, Coworking and shared spaces, and coworking services at CoSydney;
- Discounted rates on additional services provided by CoSydney.

Full Time

- "Designated Desk"
- 24/7 access available on request via Security Key
- Unlimited use of the Coworking Space located at CoSydney each calendar month;
- Use of the Meeting Space located at CoSydney (subject to Booking and Availability) for up to five (5) hours per calendar month;
- Unlimited use of a Locker;
- Your business signage at the Premises;
- Use of CoSydney as Your business / mailing address;
- Assignment of a virtual phone number and voice mail box upon request
- Access to changing rooms, Coworking and shared spaces, and coworking services at CoSydney;
- Discounted rates on additional services provided by CoSydney.