

# STRATUM Terms of Use Policy

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## 1. Acceptance of Terms:

The Co-Working Space provided by the Colorado Bar Association and Denver Bar Association (collectively “DBA”) is subject to the following Terms of Use (“Terms”). The DBA reserves the right to modify its Terms at any time.

By using the Stratum Co-working space, you agree to comply with the Terms. You further acknowledge that you are a current member or guest of a member of the Colorado or Denver Bar Association, and will remain such while you use the Co-Working Space.

## 2. Description of Services:

DBA may provide you with access to working space, the Internet, conference space, and other services that DBA may choose to provide (collectively, “Services”). These Services are governed at all times by the Terms, and are made available solely at the discretion of the DBA. Access to these Services will not be granted outside of the DBA’s traditional office hours, nor will they be offered on weekends or holidays.

## 3. Participation in and Use of Services:

You acknowledge that you are participating in or using the Services at your own free will and decision, and that the DBA does not have any liability with respect to:

- a. Your access, participation or use of the Services;
- b. Any loss of data, information, or privacy resulting from such participation or use.

## 4. Termination:

You acknowledge that the DBA has the legal right to terminate any or all Services at any time. You further acknowledge that DBA has the right to terminate your participation in, and use of, any Services. Failure to comply with these Terms is grounds for immediate and permanent loss of access to Services.

## 5. Unlawful or Prohibited Use:

You may not use the Services for any purpose that is unlawful, prohibited by the Terms, or otherwise inappropriate. You may not use the Services in such a manner that would interfere or overload any DBA server. You may not interfere with any other party’s use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services or computer systems. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by the DBA.

## 6. Use of Services:

You agree that, while using the Services provided by the DBA, you will at all times comply with your duties as a lawyer under the Colorado Rules of Professional Conduct.

You agree that you will not:

- a. Restrict or inhibit any other user from using and enjoying the Services;
- b. Use the Services in connection with any large-scale unsolicited messaging, including spamming, chain letters, and unsolicited text messages;
- c. Use the Services in connection with any form of contest, gambling, or betting;
- d. Abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
- e. Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful communication;
- f. Upload, download, share, or view files that you know, or reasonably should know, cannot be legally distributed without violating intellectual property laws;
- g. Open or download files that you know, or reasonably should know, contain viruses or other harmful characteristics which may damage the operation of the computers or property of others;
- h. Violate any code of conduct or other guidelines which may be applicable for any particular service (for example: fire code, ISP agreement, and etc.);
- i. Collect information about others, including email addresses, client information, and financial information, without the authorization or consent of the disclosing party;
- j. Create a false identity for purposes of misleading others.

## 7. Personal Conduct and Excessive Consumption:

To show respect for the DBA and other users, you will be required to:

- a. Keep your noise level to a minimum by stepping away from your desk for loud phone calls and conversations;
- b. Keep your cell phone on its quiet or silent setting;
- c. Use headphones at a volume that does not disturb others when listening to media;
- d. Leave the space in the same condition you found it by cleaning up common areas and kitchen space;
- e. Refrain from bringing drugs, alcohol, firearms, or pets onto the premises;
- f. Refrain from viewing sexually explicit or violent media, downloading or streaming large files, or engaging in any “hacking” activities;
- g. Refrain from behavior that the DBA believes will result in harm to any DBA member;
- h. Maintain respectful relationships with DBA staff and representatives, visitors, and other users;
- i. Ensure that clients, or others who may visit you, understand and comply with these standards of conduct.

The DBA reserves the right to charge members for meeting room time, printing, phone use, and other services that exceed normal consumption, as determined at the sole discretion of the DBA.

**8. Confidentiality:**

During your use of the Services you may be exposed to confidential information, including: attorney work product, client materials, court filings, and sensitive correspondence. You agree that you will not use such information in a manner inconsistent with the Colorado Rules of Professional Conduct.

Your participation in and/or use of the Services requires you to:

- a. Maintain all confidential information in strict confidence;
- b. Not disclose confidential information to any third parties;
- c. Not use confidential information in any way directly or indirectly detrimental to the DBA, or any participant or user of the Services, or client of the same.

**9. Warranty Disclaimer:**

To the maximum extent permitted by law, the DBA provides the Services “as is,” with all faults and flaws. The DBA hereby disclaims all warranties and conditions, whether express, implied, or statutory, including but not limited to any warranties or duties related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort, and lack of negligence. There is no warranty, duty, or condition of: title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement. The entire risk as to the quality or use of the Services remains with you.

**10. Waiver of Liability:**

To the maximum extent permitted by law, the DBA and all its members, employees, representatives, successors, and assigns waive any liability for:

- a. Any direct, special, incidental, indirect, punitive, consequential, or other damages arising under state, federal, or international law;
- b. Any damages for loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including good faith or reasonable care), or negligence;
- c. Any damages for breach of contract, estoppel, misrepresentation, or non-disclosure;
- d. Any damages for failure to provide reasonable accommodation, bailment, strict liability, breach of warranty, or landlord-tenant disputes;
- e. Any damages for errors, omissions, willful misconduct, and fraud;
- f. Any other pecuniary or other loss whatsoever, whether or not the DBA has been advised of the possibility of such damages.

**11. Limitation of Liability and Remedies:**

Notwithstanding any damages which you may incur for any reason whatsoever, the entire liability of the DBA and all its members, employees, representatives, successors, and assigns shall be limited to actual damages up to ten dollars (USD \$10.00).

**12. Indemnification:**

You release and agree to indemnify, defend, and save harmless the DBA and all its members, employees, representatives, successors, and assigns from all claims, liabilities, losses, damages, costs, expenses, judgments, fines, and penalties.

You acknowledge that these Terms prevent you from bringing a claim or lawsuit against the DBA in connection with the Services. In the event that you breach the contract and bring a claim or lawsuit, you shall be liable for any attorney's fees and costs incurred by the DBA or its respective agents in connection with the defense of such a claim or lawsuit.

**13. Acknowledgements:**

These Terms are not a rental agreement, and that they do not confer any property interest in any space whatsoever. The DBA does not intend to create a landlord-tenant relationship, actually or constructively, with any user of the Services.

**14. Insurance:**

You acknowledge that the DBA Insurance Coverage is not intended to indemnify users of our co-working Services.