Membership Agreement / Terms of Use

Welcome to DomainLancaster (the "Office"). These Terms of use ("Terms") apply exclusively to your access to, and use of, the Office so please read them carefully. DomainLancaster offers the Office to you conditioned on your acceptance of this agreement without modification. Your use of the Office constitutes your acceptance of the Terms.

Please feel free to contact steve@domainlancaster with any questions regarding these Terms.

1. Acceptance of Terms.

The services SEY Enterprises, LLC ("DomainLancaster") provides to you, the undersigned (including but not limited to use of Office and access to Internet), are subject to the following Terms of Use ("Terms"). DomainLancaster reserves the right to update the Terms at any time. DomainLancaster will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services.

DomainLancaster may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as DomainLancaster may provide from time to time (collectively, "Services"). The Services at all times are subject to the Terms.

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these Terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair DomainLancaster server, or the network(s) connected to any DomainLancaster server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any DomainLancaster server or to any of the Services, through hacking, password mining or any other means. You may not obtain

or attempt to obtain any materials or information through any means not intentionally made available through the Services. You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the Terms and conditions of these Terms and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. Use of services.

You agree that when participating in or using the Services, you will not:

a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);

b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through DomainLancaster Services;

d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;

f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;

h. Restrict or inhibit any other user from using and enjoying the Services;

i. Violate any code of conduct of other guidelines, which may be applicable for any particular Service (including the Building Rules for your respective chosen location);

j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;

k. Violate any applicable laws or regulations; and

l. Create a false identity for the purpose of misleading others.

5. Disclosure

DomainLancaster reserves the right at all times to disclose any information about you, your participation in and use of the Services as DomainLancaster deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in DomainLancaster's sole discretion.

6. Confidentiality.

a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by DomainLancaster, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, 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 of DomainLancaster or SEY Enterprises, LLC, any analyses, compilations, studies or other documents prepared by DomainLancaster or SEY Enterprises, LLC or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

b. Your participation in and/or use of the Services obligates you to

I. maintain all Confidential Information in strict confidence;

II. not to disclose Confidential Information to any third parties;

III. not to use the Confidential Information in any way directly or indirectly detrimental to DomainLancaster, SEY Enterprises, LLC, or any participant or user of the Services.

c. All Confidential Information remains the sole and exclusive property of DomainLancaster, SEY Enterprises, LLC or the respective disclosing party. You acknowledge and agree that nothing in this Terms or your participation or use of the Services will be construed as granting any rights to you, by licensor otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of DomainLancaster, SEY Enterprises, LLC, or any participant or user of the Services.

7. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that DomainLancaster and/or SEY Enterprises, LLC does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, SEY Enterprises, LLC provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

9. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall DomainLancaster, SEY Enterprises, LLC or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages

for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of DomainLancaster, and even if DomainLancaster has been advised of the possibility of such damages. Because some states jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. Limitation of Liability and Remedies.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of DomainLancaster, WY Enterprises, LLC, or SEY Enterprises, LLC or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this Terms and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to one hundred dollars (USD $100.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Termination.

DomainLancaster, SEY Enterprises, LLC reserves the right to terminate any Service at any time. DomainLancaster, SEY Enterprises, LLC further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the Terms.

12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless DomainLancaster, WY Enterprises, LLC, SEY Enterprises, LLC and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and

assigns, jointly and 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, willful 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 DomainLancaster, WY Enterprises, LLC, SEY Enterprises, LLC or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. Severability.

In the event that any provision or portion of this Terms is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Terms shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

15. Insurance.

DomainLancaster, WY Enterprises, LLC, SEY Enterprises, LLC will carry Liability and Business Personal Property insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises where your space is located. The information submitted in this application is true and correct, and I have read and agree to the Terms above. I release DomainLancaster, WY Enterprises, LLC, SEY Enterprises, LLC and its agents from any claims for loss, theft, or injury to myself or my property. I have received & Agree to DomainLancaster Terms of Use (Terms).

16. Renewal.

If you choose not to renew for another term, we need your intent, in writing, 30 days prior to your last month.

17. Payment Due Dates.

Payments are due by the 1st of each month. DomainLancaster reserves the right to charge late fees and/or withhold services if payments are not received on time.

Please Note:

Our goal is to provide our members with the same freedom and flexibility they are accustomed to in their home office environment. For that reason, our space is primarily self-governing. We ask only that you consider the interests of those around you and that you abide by the following:

Privacy

Although we strongly encourage collaboration among members, we ask that members respect each others' needs for quiet enjoyment. Violations of privacy, personal space, virtual space, and intellectual property are strictly prohibited.

Cell Phones

In the interests of maintaining a peaceful environment we request that all members, guests, and clients turn their phones to vibrate while in the space. We also ask that you use a personal space for verbal conversations (ie: phone booth, common space or a meeting room for all calls. Some exceptions allowed.)

Your Building Access

Cards and/or keys are not transferable and should not be lent out at any time to any one for any reason. Lending of Building Access will result in termination. If your Building Access is misplaced or stolen, you must notify staff immediately.

Guests

DomainLancaster is accessible to Premium members twenty-four hours a day, seven days a week. Guests are the responsibility of the member whom they are accompanying. Non-members are not permitted in the space after hours only when accompanied by a member