



Curaçao Co-Working is much more than a desk – it's an opportunity for collaboration. Coworking is a movement that provides a collaborative space for creative, freelance, independent workers. We exist because of you and for you. As a member, you will be an active part of what Curaçao Co-Working is and does for you and others.

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships include:

- Access to high-speed internet
- Meeting Room hours
- Open areas for collaboration
- 24-hour personal access
- Training room space at a discounted rate
- Parking availability
- Coffee, tea and goodies

Office address: Abraham de Veerstraat #9

☐ Flexible Desk (400 NAF per month): Maximum freedom – first come, first served access to any open desk, lounge seat or standing desk not designated as a reserved desk or designated office space.

☐ Reserved Seating (550 NAF per month): Access to a consistent, designated desk and chair where you can leave your belongings that only you can use.

☒ Designated Office Space (600 Euros per month for one year with extension): An entire room for you and/or your team.

Membership Details

- All membership payments are due on a recurring monthly basis, on the first of each month, after your start date (first month prorated if start date is not the first of the month).
- Designated Office Space memberships require a deposit equal to the membership level, which will be returned after termination of lease agreement after delivery of office space in an acceptable manner to CCW. The deposit can also be retained in the event the member fails to pay rent.
- A sixty (60) day cancellation notice required for designated office space memberships and a thirty (30) day cancellation notice required for all other memberships. Memberships will automatically renew if there is no cancellation.
- Curaçao Co-Working reserves the right to charge late fees and/or withhold services if payments are not received on time.
- Curaçao Co-Working reserves the right to adjust rates and change membership plans with a thirty (30) day written notice to members, with the exception of long-term contract agreements, such as designated office space contracts.

Terms of Use

The following Terms of Use may be somewhat lengthy, but we want to be careful to ensure that everyone is properly protected. Please feel free to contact us at info@curacaocoworking.com with any questions regarding these terms.

1. **Acceptance of Terms:** Curaçao Co-Working (CCW) provides that you, the undersigned (Member) are subject to the following Terms of Use (“TOU”). CCW reserves the right to update the TOU at any time. CCW 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:** CCW may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources and any other services that may be offered from time to time (collectively, “Services”). The Services are subject to the TOU at all times.
3. **Workspace Access:** Member shall have 24-hour access to the Workspace except during a force majeure event. Member is responsible for maintaining the security of the key code or access device assigned to Member to access the Workspace, and shall promptly notify CCW if security is compromised.
4. **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. You may not use the Services in any manner that could damage, disable, overburden, or impair any CCW systems, or the network(s) connected to any CCW 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 CCW 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 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.
5. **Use of Services:** You agree that when participating in or using the Services, you will not:
 - a. Use the Services in connection with 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 CCW 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 limited to, 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. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party; and
- j. Violate any applicable laws or regulations.

6. Wireless Internet Policy

- a. Wireless access to the internet is provided during Member's membership. Member agrees that Member will use the wireless internet access ("wifi") only for lawful purposes. Members cannot:
 - i. send unsolicited commercial messages
 - ii. transmit any false, inaccurate or misleading information
 - iii. be defamatory, obscene, indecent, threatening or harassing
 - iv. infringe upon any third party's intellectual property rights
 - v. access protected data or intercept personal information without authorization
 - vi. engage in any illegal conduct
 - vii. use the Services in any manner that could damage, disable, overburden, or impair any CCW server or network(s)
 - viii. disrupt or significantly slow down the remaining computers in the office through excessive usage of internet services/bandwidth

Member acknowledges that CCW does not have any liability with respect to Member's access, participation in, use of Services, or any loss of information resulting from such participation or use. CCW will do its best to ensure internet uptime but does not guarantee 100% uptime for all Services and is not responsible for losses incurred to Member during down-time and/or circumstances beyond CCW's control, such as loss of data from electrical surges, theft, virus, or other malicious attack. CCW does not take any responsibility for the security, content, network distribution, and use of any of the information that is processed, transmitted, received, or any other means communicated through the internet service that is provided. Member understands and agrees that CCW's Services are provided "AS IS" and that temporary interruptions, disruptions, and/or delays of CCW's Services may occur as normal events and CCW is not to be held responsible and/or accountable in any way for such events. Any misuse of the internet and/or Services provided is grounds for termination of this Agreement.

- 7. **Key FOB Access:** The office uses an automated key FOB system. The key FOBs are not transferable and are for the sole use of the member. Members may not, at any time, allow another person to use their key FOB(s). Member acknowledges that it is Member's responsibility to safeguard the key FOB(s) provided and that Member's negligence and/or failure to safeguard such FOBs may constitute a breach of this Agreement and result in termination. In the event of electrical, software and/or hardware failure, access to the office may not be available. During such events, CCW will do its best to accommodate access to the office, but does not guarantee full-access and is not liable for any damages Member may incur as a result. Upon the termination of Services, Member shall deliver to CCW all key FOBs. Client shall not make, or cause to be made, any such keys. A 25 NAF deposit will be paid upon initiation of agreement in the event of a lost key FOB. In the event of a lost key FOB, 25 NAF must be paid to receive a replacement.
- 8. **Security:** There is an intrusion detection system installed in the building. It is the Member's responsibility to ensure the system is activated when he/she is the last person to leave the building when instructed to do so. Each Member will provide a four-digit code to activate the system that is personal to each member. In the event Members are instructed to set the system, but it is not activated and there is theft/burglary, the member will be held liable for all costs incurred.

There cameras located throughout the office are for the Member's protection and all those who use the office space, except for the private offices. Member agrees to their use in such manner. Member understands that all activities in the office space are monitored and recorded for the Member's safety. Member cannot modify or otherwise handle these devices.

9. **Meeting Room:** The meeting room is available to Members based on availability with advanced notice. CCW reserves the right to relocate/modify conference rooms within the office and enforce time and/or maximum capacity allocation restrictions. Conference rooms are for meetings with customers, teammates, and clients ONLY and not to be used for events unless authorized by CCW. Members may not re-sell or donate conference room time to anyone.
 - a. Each member gets **seven hours of reservations per month** included in your membership, unless discussed otherwise upon signing. After the seven hours, members must pay fee to use the meeting room.
 - b. The meeting room is for a meeting with no more than 12 people. Any events over this amount of people will be considered an event and thus must go through a separate booking/reservation process for events.
 - c. You will receive a link to schedule your time in the meeting room to ensure it's available.
10. **Events/Meetings:** Certain networking events, workshops, and/or meetings require specific office space/time allocations. Advance notice will be given to Members of such planned events, when possible. Use of the flex room space must be approved by management. Members can rent the large, flex room for events at a discounted rate.
11. **Mail Deliveries:** Members shall have the option to receive mail at this address: Client Name or Company Name, Abraham de Veerstraat #9. Non-Members may use CCW as a business address for a fee. Member hereby designates CCW as authorized agent for the receipt of mail, packages and any other parcels. CCW is not responsible for lost or damaged mail/packages. CCW reserves the right to refuse and/or limit mail receipt/management if CCW finds the amount of Member's mail and/or package deliveries to be excessive.
12. **Parking:** CCW is not responsible for any damages or losses inflicted on Member's and/or any visitor's vehicle when using the parking services provided by the building.
13. **Confidentiality:** You acknowledge and agree that during your participation 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 CCW, 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 includes, but is not limited to, information about business, sales, operations, know-how, trade secrets, technology, products and financial information.

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

- a. maintain all Confidential Information in strict confidence
- b. not to disclose Confidential Information to any third parties
- c. not to use the Confidential Information in any way directly or indirectly detrimental to CCW, or any participant or user of the Services

All Confidential Information remains the sole and exclusive property of CCW or the respective disclosing party. You acknowledge and agree that nothing in this TOU, or your participation or use of the Services, will be construed as granting any rights to you, by license or otherwise. This includes,

but is not limited to, Confidential Information such as any patent, copyright or other intellectual property or proprietary rights of CCW, or any participant or user of the Services.

14. **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 CCW 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.
15. **Guests:** Member is permitted to conduct occasional meetings with work-related guests in a reserved conference room, or, for members with a private office membership, in Member's office. All guests must be accompanied by Member at all times while on the premises. Member shall not allow any other person or entity to use CCW's office space without being accompanied by member. Member agrees to be responsible for any damage caused by Member's guest while on the premises. All visitors are responsible for their own belongings. Member assumes all liability and responsibility for any and all actions that may occur to themselves, their visitors, representatives, employees, contractors, or anyone that the Member brings to the office space. This applies to, but not limited to, bodily injury, property damage, stolen or missing items, or any other such damage that causes harm in any way to the Member, Member's visitors, representatives, employees, contractors, or anyone that the Member brings to the office space. Visitors who consistently use the space (as determined by CCW) are required to enroll in a membership plan.
16. **Right of Entry**
- a. Member understands and consents to allowing CCW access to Member's private office or open desk during office hours should CCW:
 - i. Suspect Member is in violation of this Agreement and TOU and needs to be investigated
 - ii. Be required to do so by law
 - iii. Need to do repair work and/or provide maintenance in connection to the private office or open desk
 1. In the event of a major maintenance requirement, CCW may relocate Member to other equivalent space within the office upon giving Member one-week notice. CCW shall not be responsible for any loss of income, relocation expenses, and/or any other costs directly or indirectly associated with any relocation or change.

17. **Term and Termination:** Membership terms are outlined in this contract and automatically renewed according to the same agreement, unless specified otherwise, or unless terminated pursuant to the procedures set forth for termination in this agreement. CCW may immediately and without notice to Member terminate the agreement upon any breach of this Agreement, the TOU, and/or Community Guidelines by Member, its agents, employees, or invitees. On or prior to Termination, Member shall remove all of Member's property from CCW's office space. CCW shall be entitled to dispose of any of Member's or any third party's property at Member's expense remaining in the office space after termination and Member hereby waives any claims or demands regarding such property. In the event that the agreement is terminated, Member shall not be entitled to any refund or offset. Upon termination or suspension, Member's right to use the Services cease immediately and Member acknowledges and agrees that CCW may immediately deactivate Key FOB access and/or bar any further access to CCW's office space. CCW shall not be liable to Member or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by CCW in connection with such termination or suspension.

- 18. Renewal:** The term shall extend automatically for successive periods equal to the initial term hereof until terminated by either CCW or the Member in writing. Member MUST notify CCW of cancellation and/or nonrenewal at least 30 days prior to end date (60 days for a private office). Member MUST setup automatic monthly payments, if on a monthly contract. Member understands and agrees that once the end date is reached, Member will be charged in advance for the next full month and no refunds will be given past the renewal date.
- 19. Non-Disparagement:** Member shall, during and after the participation in and use of the Services, not make any statements or comments of a defamatory or disparaging nature to any third party regarding CCW, or any of CCW's directors, employees, personnel, agents, policies, Services or products, other than to comply with law.
- 20. Personal Property:** CCW is not responsible for Member's personal property. Member shall remove any personal property upon termination of this Agreement. Any personal property remaining on the Premises after termination of this Agreement will be disposed of by CCW. Member waives all claims regarding Member's personal property. Member is also responsible for obtaining his/her own third party liability insurance policy, if necessary.
- 21. Damage to the Premises:** Member is liable for damage to the Premises caused by Member, and authorizes CCW to charge Member for repair of any such damage.
- 22. Force Majeure:** Performance of any obligation of CCW hereunder will be excused so long as prevented by act of God, weather, act of a public enemy, fire, or other casualty, labor dispute, electrical shortage, failure of communications or common carrier or other circumstances reasonably beyond CCW's control and that it cannot circumvent using its best efforts ("Force Majeure"). Without limiting the foregoing, in the event that the Force Majeure continues for more than ninety (90) days, then Member may terminate the Agreement upon thirty (30) days' written notice to CCW.
- 23. No Interest in Real Property:** This Agreement shall in no way be construed as granting Member any title, easement, lean, possession, leasehold interest, or related rights in the office space, the building or anything contained therein. All of Member's rights herein are purely contractual and Member shall not receive or claim to have received, whether expressly or implicitly, any rights regarding the office space, CCW, and/or the building and anything contained therein. This Agreement is granted to the Member on an individual basis and may not be transferred to any other person or entity. In the event CCW is no longer able to provide the Service(s) as outlined herein, for whatever reason, the Member will be informed in writing 30 days prior to discontinued Services.
- 24. Indemnification:** You release, and hereby agree to indemnify, defend and save harmless CCW and CCW's subsidiaries (whether or not wholly-owned) 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 CCW or its respective officers and agents in connection with the defense of such claim or lawsuit.
- 25. CCW reserves the right at all times to disclose any information about you,** your participation in and use of the Services as CCW 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 CCW's sole discretion.

26. Additional Community Guidelines

- a. Member acknowledges and agrees that Member cannot:
 - i. Restrict or inhibit any other user from using and enjoying the Services
 - ii. Violate applicable laws or regulations and/or conduct any illegal activity
 - iii. Defame, abuse, harass, stalk, threaten or violate the legal rights of others
 - iv. Create a false identity for the purpose of misleading others
 - v. Obstruct any entranceway, create any circumstances of disrepair or damage any CCW property or office premises
 - vi. Place anything in the common areas which may in CCW's judgment, appear unsightly from the common areas or the building
 - vii. Cause any unnecessary labor or services by reason of member's carelessness or indifference in the preservation of good order and cleanliness
 - viii. Use the name of, or any picture of, the building in connection with promoting or advertising Member's business without prior written consent
 - ix. Store goods, wares or merchandise in the office space
 - x. Conduct any activity that is regarded as offensive and/or which may be hazardous to other people
 - xi. Create unreasonable noise at the office space that will disturb others
 - xii. Use any communication devices in a manner that will disrupt others
 - xiii. Affix, attach or otherwise display any poster, sign, stickers, or materials in the office space, walls, windows, or on/near workstations/desks
 - xiv. Smoke in the office space, as CCW is a non-smoking zone. Smoking in designated outdoor area only.
 - xv. Bring infants and/or children under the age of 18 in the office space
 - xvi. Bring any pets/animals in CCW's office space
 - xvii. Violate the building rules and/or compromise the building or its protection from fire, flood, gas, electricity or weather and/or compromise the building security or the security of the spaces therein

27. Property Loss, Damage Reimbursement, Indemnity: CCW and its agents shall not be liable for loss of or damage to any property of Member, its agents and/or invitees, nor for any items lost due to theft or otherwise, nor for any injury or damage to persons or property resulting from any cause, including but not limited to negligence, acts of God, flood, fire, and riots. CCW and its agents shall not be liable for any such damage(s) caused by other Members or persons in, upon or about CCW office space, and the building, or caused by operations in construction of any private, public or quasi-public work. Member shall indemnify and hold harmless CCW against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which CCW shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Member, Member's agents, contractors, employees, or invitees or the carelessness, negligence or improper conduct of the Member, Member's agents, contractors, employees, invitees or customers. In case action or proceeding is brought against CCW by reason of any such claim, Member upon written notice from CCW, will, at Member's expense, resist or defend such action or proceeding by counsel approved by CCW in writing.

Payment Methods

Members must pay via direct bank transfer on a recurring payment.

Contact Information

Name: _____Continent Gaming N.V._ Director Downtown E-commerce Company B.V.

represented by Glenn C. Rellum_____

Address: _____

Phone: Cell Work Home _____

Email: dolbnya.e@lawstrust.com and bogatova.e@lawstrust.com

Birthday: _____

ID Number: NP2J88809 ID Type: Passport

How did you hear about Curaçao Co-Working?

Company / Industry: _____

Web Address: _____

Is it OK to publish your name, company, position, and website on our member directory and website? Your personal contact information (phone, address and email) will be kept private, unless otherwise specified. Yes ☒ No

Membership Information

Membership start date: _____May 1, 2024_____

Membership period (in whole months): _____Undefined_____

Membership is not valid unless payment has been made for the upcoming period. Payments are due fourteen (14) days after receipt of invoice, after which, a late fee of 25 guilders will apply if payment is not made. A late fee of 25 guilders per day will be charged for each day late thereafter.

I hereby acknowledge receipt of, and have read and understood, all of the terms and conditions contained in the Terms of Understanding and further agree to be bound to the Terms of Understanding regarding my participation in and use of the services.

Signature: _____ Date: May 20, 2024_____

Printed Name: _Downtown E-commerce Company B.V. represented by Glenn C

Rellum_____

Heather de Paulo

Date: May 1, 2024

Heather de Paulo, Manager

