

DATA CONNECTION & INTERNET ACCESS

TERMS OF SERVICE

While you are at a WeWork location, you may connect to our data network to, among other things, access the internet, the “connection.” The connection is provided by WeWork India Management Private Limited. By using or accessing the internet connection, you agree to these terms of service. The terms of service may be updated periodically at our sole discretion.

ACCESS

Your access to the connection is at our discretion. Your access may be blocked, suspended or terminated at any time and for any reason, including violation of these terms of service, disruption of access to other users or networks or to otherwise protect us, our users, or other third parties. The connection is available to your device only when it is within wireless range of our access points or in your office or a conference room through an ethernet cable to a data network port. The connection is generally subject to unavailability, including by reason of emergencies, service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair. We are not responsible for any interruptions or performance issues with the connection, or the underlying network(s), transmission equipment and systems. Network speed will vary based on your device configuration, location, compression, network congestion and other factors. You are solely responsible for any devices, software, or other materials necessary for use of the connection. Further, any identified prohibited uses may result in the removal of obscene/offensive content, account deactivation, or access/usage termination.

PRIVACY & SECURITY

You acknowledge that no data network and internet-based communication is 100% secure, such communications could be intercepted by equipment and software and no such communication should be considered private or protected. WeWork respects the privacy of our users in the communications they send and receive over the connection. Subject to applicable law and in accordance with our privacy policy, however, we have the right, but not the obligation, to monitor, intercept and review, and disclose, without further notice, any transmissions over or use of our connection to comply with lawful process, orders, warrants or subpoenas, or to protect our rights, property and users. WeWork may also use information you provide to us through connecting to our data network to analyze and improve our services, including through the use of analytics.

Assistance to Government Agencies- In accordance with applicable law, we may be obligated to provide all available information and any assistance that may be required by Government agencies for the prevention, detection, investigation and prosecution of cyber-crimes and cyber security incidents.

PROHIBITED USES

You agree not to, and are prohibited from, accessing or using (or attempting to access or use) the connection or taking any action online that violates any applicable law or that could harm us or any third party or interfere with the operation of the data network to others ("Prohibited Uses"). For example, among other items, you may not:

- I. upload or transmit through the connection any (a) computer viruses, worms, spam or anything else designed to interfere with or disrupt the normal operating procedures of a computer or network; or (b) any material which is defamatory, offensive, or of an obscene nature;
- II. take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure or that violates or threatens or system or network security or that of our users or any third parties, including any attempt to circumvent any restrictions imposed on your access to or use of the connection or our other websites;
- III. use the connection to infringe or violate the intellectual property rights or proprietary rights of any third party;
- IV. share your IP address or ISP Internet connection with anyone;
- V. reproduce, retransmit, disseminate, or resell the connection or authorize any other individual or entity to use the connection, whether for profit or not, without our express written permission.
- VI. upload, share, host, etc. content that is obscene or otherwise offensive;
- VII. upload, share, host, display, modify, publish, update or transmit information of the following nature:
 - Information belonging to another person, over which the user has no right;
 - Information which is grossly harmful, harassing, blasphemous, obscene, pornographic, paedophilic, libelous, hateful or otherwise unlawful in any manner;
 - Information which encourages or relates to money laundering or gambling;
 - Information which may harm minors in any way;
 - Information which infringes any intellectual or proprietary rights;
 - Information which is deceptive, menacing or grossly offensive;
 - Information which impersonates another person;
 - Information which contains any computer virus or other computer contaminant; and/or
 - Information which incites the commission of an offense or which prevents the investigation if any offense.

Using the internet for "Prohibited Uses" shall compel WeWork to take immediate and severe disciplinary action. We have the right, but not the obligation, to suspend or terminate your access and use of the connection and other services we may provide you, to block or remove any communications or materials transmitted through the connection or report such violation to relevant authorities (wherever applicable).

ADDITIONAL DISCLAIMERS; LIABILITY LIMITATION

We are providing the connection on an “as is” and “as available” basis. To the extent permitted by law, we disclaim all warranties and terms, express or implied, including warranties, terms or representations as to the availability, operation, security, performance and/or use of our services, or any other materials on or accessed via our services, or the accuracy, speed, availability or uptime of the services, network, or data, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.

You waive any and all claims and rights against us and our affiliates, parents, and successors and each of our employees, assignees, officers, agents and directors (the “WeWork Parties”) resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, to the maximum extent permitted by applicable law. None of the WeWork Parties will be liable to you under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You will indemnify the WeWork Parties from and against any and all claims, liabilities, and expenses (including reasonable attorneys’ fees), resulting from any breach of this agreement by you.

In the event certain jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.

It is provided that the courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction to settle any claim or matter arising under these terms of service. If you are a member, to the extent any dispute arises from the services described herein, they shall be brought in the forum, applying the law, described in the membership agreement (as may be amended by the terms thereof) signed up by you or the company with which you are affiliated. If you are not a member, to the extent any dispute arises from the services described herein, shall be referred to and finally resolved by arbitration under the Mumbai Centre for International Arbitration (“MCIA”) in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“MCIA Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator appointed in accordance with the MCIA Rules. The seat, or legal place, of arbitration shall be Bengaluru, India. The language to be used in the arbitration shall be English. The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's award which shall be enforceable in any competent court of law.

SUPPORT

For any queries regarding these Terms of Service, members are requested to raise a ticket through their member portal, while non-members may write to us at infosec@wework.co.in