

Internet Access & Data Network Terms of Service

Horizons Cowork

Operated by Purposeful Management Group (a California Stock Corporation)

2105 24th Street, Suite 100

Bakersfield, CA 93301

CMRA Mailing Address: 2105 24th Street, Suite 400

Bakersfield, CA 93301

Effective Date: 03/18/2026

1. ACCEPTANCE OF TERMS

These Internet Access & Data Network Terms of Service (“TOS”) govern your access to and use of the wireless and wired internet connection (the “Connection”) provided at Horizons Cowork (the “Center”), located in Bakersfield, California.

By accessing or using the Connection at the Center—including within offices, dedicated desks, meeting rooms, conference rooms, event spaces, training rooms, or common areas—you agree to comply with and be legally bound by these Terms.

If you do not agree to these Terms, you may not access or use the Connection.

Horizons Cowork may update or modify these Terms at any time in its sole discretion. The current version will be made available at the Center and/or on our website. Continued use of the Connection constitutes acceptance of the revised Terms.

2. DESCRIPTION OF SERVICES

Horizons Cowork provides internet access as a convenience to members, virtual office clients, day pass users, guests, and event attendees.

The Center offers:

- Package pickup services
- Personal and business address services (CMRA Suite 400)
- Virtual office memberships

- Day passes
- Day offices
- Dedicated desks
- Conference rooms
- Meeting rooms
- Event and training spaces
- Amenities including printers, WiFi, coffee, and community events

Internet access is provided only at our single Bakersfield, California location and is not intended for international or remote distribution.

3. ACCESS TO THE CONNECTION

Access to the Connection is provided at the sole discretion of Horizons Cowork.

Your access may be blocked, suspended, or terminated at any time and for any reason, including but not limited to:

- Violation of these Terms
- Violation of any Membership Agreement
- Conduct disrupting other users
- Security risks
- Protection of the Center, its users, or third parties

Availability

The Connection is available:

- Within wireless range of access points
- Via Ethernet ports in designated offices or meeting spaces

The Connection is subject to interruptions and limitations, including:

- Network congestion
- Equipment failure
- Maintenance
- Emergencies
- Service provider outages
- Signal interference

Network speed and reliability may vary based on device configuration, usage volume, and infrastructure limitations.

You are solely responsible for:

- Your devices
- Security software
- Firewalls
- Data backups
- Any software required to access the internet

Horizons Cowork does not guarantee uptime, bandwidth, speed, or uninterrupted service.

4. COMMUNITY & BUSINESS HOURS

Internet access is generally available during Center operating hours:

Community Access Hours:

Monday – Friday: 7:00 AM – 6:00 PM

Business Office Hours:

Monday – Friday: 8:00 AM – 5:00 PM

Access outside these hours may be restricted unless otherwise authorized by written agreement.

5. PRIVACY & SECURITY

You acknowledge that:

- No wireless or wired data network is 100% secure
- Communications over the Connection may be intercepted
- Internet transmissions should not be considered private

Horizons Cowork respects user privacy. However, subject to applicable local, state, and federal laws—including California and United States data privacy and cybersecurity laws—we reserve the right to:

- Monitor network usage for security and operational purposes
- Investigate suspected misuse
- Disclose information as required by lawful process, subpoena, court order, or government request
- Cooperate with law enforcement agencies

Use of the Connection may involve the collection of limited technical data (e.g., device identifiers, IP addresses, bandwidth usage) for:

- Network administration
- Security monitoring
- Service improvements

Horizons Cowork does not guarantee protection against malware, hacking, phishing, or cyberattacks. Users are responsible for implementing their own cybersecurity safeguards.

6. PROHIBITED USES

You agree not to use the Connection in any manner that violates:

- Local laws of Bakersfield or Kern County
- California state law
- Federal law of the United States

Prohibited uses include, but are not limited to:

A. Illegal Activity

- Engaging in fraud, identity theft, hacking, or cybercrime
- Distributing illegal materials
- Promoting unlawful gambling or money laundering
- Accessing or distributing child exploitation material

B. Network Abuse

- Uploading viruses, malware, ransomware, worms, or spyware
- Sending spam or mass unsolicited communications
- Attempting to gain unauthorized access to systems or accounts
- Circumventing network security measures
- Excessive bandwidth consumption that disrupts others

C. Offensive or Harmful Content

- Transmitting defamatory, obscene, or harassing material
- Sharing hateful or threatening content
- Impersonating another person or entity
- Uploading material that harms minors

D. Intellectual Property Violations

- Unauthorized distribution of copyrighted material
- Peer-to-peer piracy or torrenting

- Infringing trademarks, trade secrets, or patents

E. Commercial Misuse

- Reselling internet access
- Sharing your assigned access credentials
- Operating public-facing servers without written permission

Violation of these provisions may result in:

- Immediate termination of access
- Membership suspension or cancellation
- Removal from the premises
- Reporting to law enforcement authorities
- Civil legal action

7. ASSISTANCE TO GOVERNMENT AGENCIES

In accordance with applicable law, Horizons Cowork may provide information and assistance to government agencies for:

- Prevention of cybercrime
- Investigation of criminal activity
- National security matters
- Compliance with court orders or subpoenas

8. ADDITIONAL DISCLAIMERS

The Connection is provided on an “AS IS” and “AS AVAILABLE” basis.

To the fullest extent permitted by California and federal law, Horizons Cowork disclaims all warranties, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Security or uninterrupted access
- Data accuracy or speed

We are not responsible for:

- Data loss
 - Business interruption
 - Device damage
 - Security breaches
 - Financial loss
 - Third-party content accessed via the internet
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9. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

Horizons Cowork, Purposeful Management Group, and their officers, employees, contractors, agents, and affiliates shall not be liable for:

- Indirect or consequential damages
- Lost profits
- Business interruption
- Loss of data
- Special or punitive damages

Total liability, if any, shall not exceed the amount paid by you for services in the month in which the claim arose.

Some jurisdictions do not allow certain limitations; in such cases, liability shall be limited to the fullest extent permitted by applicable law.

10. INDEMNIFICATION

You agree to indemnify and hold harmless Horizons Cowork and Purposeful Management Group from any claims, liabilities, damages, costs, and attorney's fees arising from:

- Your misuse of the Connection
 - Violation of these Terms
 - Violation of law
 - Infringement of third-party rights
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11. DISPUTE RESOLUTION & GOVERNING LAW

These Terms shall be governed by the laws of:

- The State of California
- Applicable federal laws of the United States

Members

If you are a member, disputes shall be resolved in accordance with your signed Membership Agreement.

Non-Members

If you are not a member, disputes shall be resolved through binding arbitration administered by JAMS in California, unless otherwise required by law.

Venue for any permitted court action shall be in Kern County, California.

12. SEVERABILITY

If any provision of these Terms is found unenforceable, the remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT

These Internet Access Terms of Service operate in conjunction with:

- Membership Agreements
- Virtual Office Agreements
- Event Agreements
- Community Guidelines
- Privacy Policy

Together, they constitute the entire agreement regarding internet access at Horizons Cowork.