

Horizons Cowork Member Platform Terms of Use

Last Updated: 03/18/2026

These Member Platform Terms of Use (“Terms”) are a legally binding agreement between you and **Purposeful Management Group, a California Stock Corporation, doing business as Horizons Cowork** (“Horizons Cowork,” “we,” “us,” or “our”). These Terms govern your access to and use of Horizons Cowork’s membership technology platform and any related website, portal, software, mobile application, content, features, and services (collectively, the “Member Platform”) made available in connection with your membership, day pass, virtual office membership, event booking, or other agreement with Horizons Cowork (each, as applicable, a “Membership Agreement”).

PLEASE READ THESE TERMS CAREFULLY. They include a **dispute resolution and arbitration agreement and class action waiver** (Section 14) that affects your legal rights.

BY ACCESSING OR USING THE MEMBER PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. If you do not agree, do not access or use the Member Platform.

1. Access to the Member Platform

1.1 Eligibility and Relationship to Membership Agreement

Subject to your continued compliance with these Terms, Horizons Cowork grants you a limited, revocable, non-exclusive right to access and use the Member Platform to manage your Horizons Cowork services.

You acknowledge that:

- Your services are provided under an active **Membership Agreement** (including, as applicable, dedicated desk, day office, conference/meeting room bookings, event/training space bookings, day passes, or virtual office/mailing services).
- Your access to the Member Platform is contingent on there being an active Membership Agreement in effect and your compliance with those terms.

1.2 How the Member Platform May Be Accessed

The Member Platform may be offered via a web portal and/or mobile application. Features may change over time, and some features may not be available to all users or service tiers.

1.3 Scope

These Terms apply only to the Member Platform. **Your workspace use, mail/package services, community rules, and other services are governed by your Membership Agreement, the Internet Access TOS, Privacy Policy, and other policies incorporated by reference.**

2. Registration, Account Security, and Platform Use

2.1 Account Creation

To use the Member Platform, you may need to create and maintain an account (“Account”). You must be at least **18 years old** (or the minimum age required by your Membership Agreement if different).

2.2 Account Responsibility

You may not use another person’s Account or allow another person to use your Account. You agree to:

- Provide accurate, current information
- Maintain the confidentiality of your login credentials
- Promptly update your information if it changes
- Notify us immediately if you suspect unauthorized access

You are responsible for all activity under your Account.

2.3 Self-Service Features (Examples)

Depending on what Horizons Cowork enables, the Member Platform may allow you to:

- Manage memberships and profile information
- Book and manage reservations (desks, day offices, meeting/conference rooms, event/training spaces)
- View invoices, receipts, and payment history
- Manage guest access or event attendance (if offered)
- Submit support requests
- Review community updates, policies, and rules
- Manage communication preferences
- View mail/package pickup status (for virtual office/mail services, where offered)

Not all features are available to all plans. Availability may depend on your Membership Agreement and Center operations.

2.4 Business/Company Accounts (If Applicable)

If your access is provided through a company, organization, or other account holder (“Account Holder”), certain membership activity and usage data may be shared with that Account Holder to administer the account and services, consistent with our Privacy Policy and applicable law. This may include booking activity, usage reporting, invoices, and administrative records.

3. Acceptable Use and Restrictions

You agree not to (and not to attempt to):

1. Misuse the Platform

- Sell, sublicense, distribute, rent, lease, or commercially exploit the Member Platform
- Circumvent access restrictions or security features
- Use the Platform in a manner that interferes with others’ use

2. Reverse Engineer or Attack the Platform

- Reverse engineer, decompile, disassemble, or attempt to extract source code
- Introduce malware, viruses, worms, spyware, or other harmful code
- Attempt unauthorized access to systems, servers, or accounts

3. Violate Laws or Rights

- Use the Platform for unlawful activities
- Infringe intellectual property or privacy rights
- Impersonate another person or entity

4. Scrape or Harvest Data

- Use bots, scrapers, or automated tools to extract data without our express written permission

We may suspend or terminate access for violations (Section 11).

4. Member Content

4.1 Your Responsibility

You are solely responsible for any information, text, images, files, links, feedback, or other materials you submit, post, upload, transmit, or otherwise make available through the Member Platform (“Member Content”).

4.2 Content Standards

You agree that your Member Content will not:

- Include spam or disruptive repeated messages
- Contain another person’s private/confidential data without permission
- Contain Sensitive Personal Information unless specifically requested by us for a legitimate purpose
- Be illegal, defamatory, obscene, harassing, threatening, or discriminatory
- Encourage unlawful conduct
- Contain malware or harmful code
- Impersonate a person or misrepresent affiliation

4.3 License to Horizons Cowork

As between you and Horizons Cowork, you retain ownership of your Member Content. You grant Horizons Cowork a non-exclusive, worldwide, royalty-free, sublicensable license to use, host, reproduce, modify (for technical formatting), display, and distribute your Member Content **only as necessary** to operate, maintain, secure, and improve the Member Platform and to provide services under your Membership Agreement.

4.4 Your Representations

You represent that you have all rights necessary to submit Member Content and grant the license above.

5. Horizons Cowork Content and Intellectual Property

All software, interfaces, designs, text, graphics, logos, trademarks, service marks, and content provided by Horizons Cowork through the Member Platform (“Platform Content”) are owned by or licensed to Horizons Cowork and protected by intellectual property laws.

Except as expressly allowed in these Terms, you may not copy, modify, distribute, publicly display, or create derivative works from Platform Content.

We grant you a limited, non-transferable, revocable license to use the Member Platform for its intended purposes while your Membership Agreement remains active and you comply with these Terms.

6. Third-Party Services and Links

The Member Platform may include links to or integrations with third-party services (e.g., payment processors, mapping tools, event tools, calendar links, communication tools) (“Third-Party Services”).

- Third-Party Services are governed by their own terms and privacy policies.
- Horizons Cowork does not control and is not responsible for Third-Party Services.
- Your use of Third-Party Services is at your own risk.

7. Changes to the Member Platform

We may modify, suspend, or discontinue any part of the Member Platform at any time, with or without notice, including adding or removing features. We are not liable for any change, suspension, or discontinuation.

8. Privacy

Your use of the Member Platform is subject to our **Privacy Policy** and related notices, including our **Notice at Collection** and **Cookie Policy** (where applicable). These documents are incorporated by reference.

If you use Horizons Cowork Wi-Fi or wired internet at the Center, your use is also subject to our **Internet Access & Data Network Terms of Service**.

9. Network Access and Devices

You are responsible for:

- Obtaining internet access to use the Member Platform (including cellular data)
- Any carrier fees, data charges, or messaging costs
- Maintaining compatible devices and software

The Member Platform may be subject to delays, outages, and security risks inherent to internet communications.

10. App Store Providers (If a Mobile App Is Offered)

If you download a Horizons Cowork app from Apple's App Store or Google Play, you acknowledge that:

- Your use must comply with the app store's terms and policies
- These Terms are between you and Horizons Cowork, not the app store provider
- The app store provider may have additional rules and may be a third-party beneficiary only to the extent required by its terms

11. Termination or Suspension

We may suspend, restrict, or terminate your access to the Member Platform at any time if:

- You violate these Terms
- We reasonably suspect fraud or security threats
- Your Membership Agreement ends or is suspended
- Required for operational, legal, or security reasons

Termination of platform access does not necessarily terminate your Membership Agreement unless the Membership Agreement states otherwise.

12. Disclaimers

THE MEMBER PLATFORM IS PROVIDED “**AS IS**” AND “**AS AVAILABLE.**” TO THE MAXIMUM EXTENT PERMITTED BY LAW, HORIZONS COWORK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND AVAILABILITY.

We do not guarantee that the Member Platform will be uninterrupted, error-free, secure, or compatible with every device.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HORIZONS COWORK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS INTERRUPTION ARISING FROM OR RELATED TO YOUR USE OF THE MEMBER PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE MEMBER PLATFORM WILL NOT EXCEED **THE AMOUNT YOU PAID TO HORIZONS COWORK FOR MEMBER PLATFORM-RELATED SERVICES IN THE ONE (1) MONTH PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR \$100, WHICHEVER IS GREATER.**

Some jurisdictions do not allow certain limitations; in such cases, limits apply to the fullest extent permitted.

14. Governing Law; Arbitration; Class Action Waiver

14.1 Governing Law

These Terms are governed by the laws of the **State of California**, without regard to conflict-of-law principles, and applicable U.S. federal law.

14.2 Informal Resolution

Before filing a claim, you agree to attempt to resolve disputes informally by contacting us at: **[support@horizonscowork.com / privacy@horizonscowork.com]** and providing a description of the issue. We will attempt to resolve disputes in good faith.

14.3 Binding Arbitration (JAMS)

Except for claims that may be brought in small claims court or requests for injunctive relief, **any dispute, claim, or controversy arising out of or relating to these Terms or the Member Platform will be resolved by final and binding arbitration administered by JAMS** under its applicable rules.

- **Location:** Kern County, California (or remote/virtual if allowed by JAMS and the arbitrator)
- **Language:** English
- **Individual Basis:** Arbitration will proceed only on an individual basis

14.4 Class Action Waiver

YOU AND HORIZONS COWORK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING.

If any part of this class action waiver is found unenforceable, then the arbitration provisions may be deemed null and void as to that claim to the minimum extent required by law.

15. Changes to These Terms

We may update these Terms from time to time. The “Last Updated” date will reflect changes. If changes are material, we will provide notice as required by law (e.g., by posting in the Member Platform or emailing the address associated with your Account). Continued use after changes become effective constitutes acceptance.

16. Entire Agreement and Order of Precedence

These Terms, along with documents incorporated by reference (Privacy Policy, Notice at Collection, Cookie Policy, Internet Access TOS, and any posted platform guidelines) constitute the entire agreement regarding the Member Platform.

If there is a conflict between these Terms and your **Membership Agreement** regarding services, the **Membership Agreement controls for service terms**, and these Terms control for **Member Platform use**, unless expressly stated otherwise.

17. Assignment

You may not assign these Terms without our prior written consent. We may assign these Terms as part of a merger, acquisition, reorganization, or sale of assets, or to an affiliate.

18. Severability; Waiver

If any provision is held unenforceable, the remaining provisions remain in effect. Our failure to enforce a provision is not a waiver of our right to enforce it later.

19. Relationship

Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship between you and Horizons Cowork.

20. Contact Us

Horizons Cowork (Purposeful Management Group, a California Stock Corporation, dba Horizons Cowork)

2105 24th Street, Suite 101

Bakersfield, CA 93301

Support: support@horizonscowork.com

Privacy: contact@horizonscowork.com

Business Hours: Monday–Friday, 8:00 AM–5:00 PM

Community Access Hours: Monday–Friday, 7:00 AM–6:00 PM