



## **CoLab Service Agreement**

The services CoLab provides to you are subject to the following Terms and Conditions (T&C). CoLab membership application does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis.

### Description Of Services

CoLab, owned and run by ChefLab, (CoLab/ ChefLab titles are used interchangeably and for the sake of this agreement share T&C and are considered one business) offers its members flexible co-working office space alongside on-site childcare.

#### **Office-space:**

CoLab provides access to shared office space, workstations, Internet access, office furniture and equipment, knowledge resources, and other services (collectively, “Services”). The Services at all times are subject to the T&C.

#### **Childcare:**

Our childcare service may only be used by a legal guardian in combination with a coworking membership. Our childcare is suitable for children aged 2 months to 1.5 years. Exceptions may be made upon request.

### Purpose Of Services

Our childcare service aims to fill the gap during job or childcare related short - term emergencies, during closing hours of your regular daycare facility, to ease the transition back into work life after giving birth, provide long term office space for independent business owners with young children, or parents who work remotely part or full time.

### Conditions for use of Services

There are up to 14 desks and childcare spots available at a time, with a ratio of 1 caretaker to a maximum of 4 children. To secure a spot, it is mandatory to pre- book online and receive written confirmation of your registration.

Spontaneous visits are also possible on occasion and when the child-caretaker ratio allows for it, but have to be confirmed by a CoLab team member.

There is no guarantee for a spot without prior booking.

Your child must be free of symptoms for a fever and any infectious diseases. In the event that a child develops a fever while in our care, he or she must be taken home immediately.

Parents are obligated to stay on-site. Parents are free to visit their child to feed, console, oversee and participate in their care to the extent of their choice.

Childcare can only be booked in combination with a coworking desk.

Childcare hours may generally not exceed 6 hours per day for a total of 30 hours per week. Under specific circumstances, exceptions may be made for a limited period of time for an additional fee and at CoLab's sole discretion.

Parents must provide proof of the mandatory measles vaccination. We strongly recommend having all standard vaccinations (Mumps, Rubella, Varicella - Chickenpox).

COVID-19: CoLab follows the guidelines of the MOH and at times may require additional cautionary measurements. All CoLab members without exception are required to provide a valid green pass or a daily negative antigen test for the duration of their membership. CoLab reserves the right to alter this policy at any time and agrees to inform members upon change of said policy.

### Childcare team

Children are cared for by a constant team of caregivers. We require at least one caretaker at any given time to provide a certificate of completion of a recognized baby and child first aid course, or agree to attain one within the first two months of their employment at CoLab. Our staff all agree to share their references and/or relevant experience or professional training upon request.

One employee cares for up to four children. If more than four children are present, an additional staff member will join. Each caregiver has fixed shifts from either 8:00

-14:00 or 9:00 -14:00. On-site presence of ChefLab staff members begins 10:00. In case of an absent caregiver, a trusted regular substitute will take their place for the duration of their absence.

COVID 19: Our ChefLab and CoLab staff were all vaccinated for COVID-19 a minimum of three times and/or carried a valid green pass for the duration of required time frame at that period. *\*Additional vaccinations following winter of 2023 are no longer required.*

## Location of services

Services take place in the ChefLab studio located at 1 Vitkin St., Tel Aviv-Yafo 6347401, Israel (ChefLab/CoLab/ The Premises).

We have a lovingly designed, safe, child-friendly play area, which is located next to, but separate from the coworking and nursing area on the same premises.

Parents will be able to interact with their children throughout the day and whenever the need arises. CoLab staff may call upon a parent's assistance if needed at any time, and commit to thoughtfully approach the office space and not to disturb unless they deem necessary.

ChefLab premises are rented by ChefLab from a third-party landlord. The terms of this Agreement are subject to the terms of ChefLab's primary rental contract.

In the event that the ChefLab primary location changes, parents will be notified of the address of the new premises 30 days prior to moving, and will have one week from that date to request an 80% refund of the remaining time of their membership if the new location doesn't meet their needs, or 100% refund of the remaining time of their membership if they find a replacement for their desk.

## Extenuating circumstances

Governmental and regulatory safety restrictions: If we are forced to close at our current location in the event of war, governmental or other safety restrictions preventing us from physically opening our services on-site (Including but not limited to war, electricity, water, fire or other natural disasters.) you will be given two options:

A: If we are able to provide an alternate location in accordance with government ordinances, you may choose to either attend at the new location or postpone your membership until we re-open in our regular space.

B: In the event that we do not offer an alternative location, you will receive a refund of 60% of the cost of the days closed. The remaining 40% will be credited to you to use towards future months of CoLab or towards ChefLab chugim or camps.

## Nap time

We do not have a fixed nap time in our schedule. Your child's needs for quiet time or nap time should be communicated to our staff and they will try to accommodate it. For this purpose, we have a nap room which is adjacent to the offices and is furnished with sleeping mats, cribs, bassinets, and even a sleeper chair for adults. Sheets will be provided by CoLab. Additional blankets, pillows or routine accessories and products including but not limited to diapers, wipes and bottles must be provided by the parent for their children.

## Feeding

CoLab does not schedule a fixed mealtime. Children's meals are provided by each child's respective parent daily. CoLab does not provide any food for children. CoLab caretakers are available to feed your child. Your child's feeding needs and preferences should be communicated to our staff and they will try to accommodate. We request that you label your child's meal and accessories to avoid confusion. CoLab staff will not feed your child unlabeled food without your explicit instruction and physical supervision. Allergies and food sensitivities must be communicated and approved in writing via email [CoLab@cheflabklids.com](mailto:CoLab@cheflabklids.com) before your membership begins.

## Cleaning

ChefLab premises is cleaned professionally daily. Children's Toys are wiped down every day and washed once a month. Laundry is done on a needed basis to ensure sheets in baby cribs are changed as needed between children.

We request that you be mindful of your fellow officemates, place dishes in the kitchen sink after use and keep your desk space orderly.

## Surveillance

ChefLab premises are monitored by video and audio surveillance systems 24/7. You agree that ChefLab may monitor your use of its facilities and Systems and copy, transfer and disclose all electronic communications and content transmitted by or stored in such Systems. In accordance with ChefLab's policy as in force from time to time and subject to applicable law. For the purposes of this Section, the term "Systems" includes telephone, computers, 24/7 CCTV with audio recording\*, computer system, internet server, electronic database and software, whether under your direct control or otherwise. You may use ChefLab's Systems, excluding surveillance for reasonable personal use all subject to ChefLab's policy as in force from time to time.

*\*Audio recording is limited to the common areas and not in individual office- spaces. ChefLab reserves the right to add additional video and audio surveillance devices without notice to all shared areas.*

## Educational Approach

Next to the parents' need for short-term childcare, the need of the child for continuity, security and education is just as, if not even more important. Knowing that your child is

lovingly cared for and happy, will hopefully give you the peace of mind to work productively and efficiently. We believe in implementing best practices; we do not commit to a specific style of education or curriculum of any form however are inspired by the Maria Montessori education philosophy of guided exploration and freedom within limitation.

We may, on occasion, offer visiting child-parent programs, independent of CoLab, to which existing members may apply to join subject to availability for an additional fee.

### Service Hours and Registration

CoLab services run from Sunday to Thursday, 8:00 – 14:00. Registration is preformed [online](#), and confirmed via e-mail.

### Invoice and Payment

CoLab services offer on-site child-care in combination with an existing coworking membership. The CoLab workspace includes both shared and private offices.

Memberships are offered on a one-month, three-month, or six-month basis. Membership packages and prices are detailed on our website and CoLab reserves the right to alter them at any time. Discount packages and coupons may be offered on occasion at the sole discretion of CoLab and can be removed at any time without prior notice.

CoLab reserves the right at all times to disclose any information about you, your participation in, and use of the Services as CoLab 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 CoLab's sole discretion.

CoLab members are invoiced in advance based on their membership option. Payment is required 7 days before the start of the selected membership period, at the date specified in the invoice.

Payments can be made via bank transfer or check payments. A one month non-refundable payment must be paid upon registration to secure your spot. All memberships must be paid for before membership commences. For three-month and/or six-month memberships, the following month must be paid for no later than the 20<sup>th</sup> of the preceding month.

### Renewal and Cancellation

In the event of cancellation up to 14 days after purchase, as long as the membership has not yet commenced, the consumer is entitled to a full refund minus 5% or 100 NIS – the

lower of the two, in accordance with consumer protection law.

Once the membership begins, the first month of a three or six-month membership is non-refundable. Beginning the second month, upon providing a written two-week cancellation notice, a refund of 50% of the unused periods that remain after deducting any pending charges, will be returned to original method of payment unless an alternative method is agreed upon by both parties in writing to [colab@cheflabkids.com](mailto:colab@cheflabkids.com).

One-month memberships are non-refundable. Within the first 14 days after the membership has commenced, a one-month membership can be converted to a three-month or six-month membership and the price and terms will change accordingly to match those of the new membership.

In the event that CoLab is unable to provide service due to holidays or other pre-determined vacation days, members will receive credit for the days missed. In the event that CoLab is unable to provide service due to government regulatory restrictions, members will be entitled to 80% credit value for up to 60 days of government regulations and offered a choice of either 80% monetary refund or 100% credit value for any/all unused time thereafter.

#### **Absence in case of illness or individual regulatory restrictions:**

CoLab reserves the right to cancel childcare sessions in case of illness of our staff. In this case purchased days will be credited 100% cost value of days unused to be applied at a later date subject to availability, or monetarily refunded 50% per day unused.

In case your child falls ill or is absent due to regulatory restrictions (eg: quarantine) we'll credit 50% cost value of the lost childcare time in the event that the membership is renewed. If the membership is not renewed, any absence or unused sessions on account of the member for any reason will not be refunded. With the exception of regulatory induced absences, If a member is absent CoLab requires 12 hour notice.

Unless otherwise specified by you via E-mail 30 days before conclusion of three-month or six-month membership agreements, this agreement is automatically renewed at the end of each period with consent of each party.

Unless otherwise specified by you via E-mail 10 days before conclusion of one-month membership agreements, this agreement is automatically renewed at the end of each period with consent of each party.

The T&C must be adhered to at all times. Failure to follow T&C can result in non-renewal or even early termination of the usage license. CoLab reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, all remaining payments are due and non-refundable. including. CoLab reserves the right to update the T&C at any time without prior notice.

Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Should a Member not provide timely notice of termination to CoLab then the Membership Period shall continue to the end of the following monthly period.

### No Unlawful Or Prohibited Use

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 any CoLab's 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 CoLab 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, nor should you post or download files that you know or should know are illegal or that you have no rights to.

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 this T&C 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.

### Use Of Services

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

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through [Coworking Space] servers.
- Upload, or otherwise make available, file that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, 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.

- 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; Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
- Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations; or
- Create false identity for the purpose of misleading others.

### Confidentiality

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 ChefLab, CoLab or any participant of the Services, or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, personal information, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of CoLab any analyses, compilations, studies or other documents prepared by ChefLab or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or has reason to know should be treated as confidential.

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

- Maintain all Confidential Information in strict confidence;
- Not to disclose Confidential Information to any third parties;
- Not to sue the Confidential Information in any way directly or indirectly determined to ChefLab, CoLab or any participant or user of the Services.

All confidential information remains the sole and exclusive property of CoLab or the respective disclosing party. You acknowledge and agree that nothing in this T&C or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of ChefLab, CoLab or any participant or user of the Services.



## Photograph and Media Release

Unless otherwise noted via E-mail to Colab@cheflabkids.com, you:

- Authorize to post the photographs and videos taken of yourself and the minor children for use of CoLab printed materials, website and social media.
- Attest that you are the parent or legal guardian of the child brought by you and that you have the authority to authorize ChefLab to use their photographs and videos.
- Acknowledge that since participation in publications and websites produced ChefLab is voluntary, neither you nor the minor children will receive financial compensation.

You further agree that participation in any publication and website produced by ChefLab confers no rights of ownership whatsoever. You release ChefLab from liability for any claims by you or any third party in connection with your participation of the minor children.

## Insurance, liability

ChefLab's insurance carries liability, accident and third party insurance for adults and unaccompanied minors over the age of two, as well as minors under the age of two accompanied by a legal guardian. As a user, you are not required but 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 of Cheflab and CoLab.

A summary of ChefLab's insurance policy is available for your view upon request. Cheflab, CoLab and its staff are not liable for any damages or loss of items before, during or after the childcare session. Liability remains intact without restriction for damages arising from injury to life, limb or health, in all cases of malicious intent and gross negligence. In no event will our liability exceed the coverage extended by our insurance policy.

## 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 CoLab 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.

## Disclaimer Of Warranties

To the maximum extent permitted by the applicable law, CoLab 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: 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.

#### Exclusion Of Incidental, Consequential And Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall ChefLab, CoLab 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 and 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 CoLab and even if CoLab has been advised of the possibility of such damages.

#### Non-Disparagement

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding CoLab, ChefLab or any of its officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

#### Indemnification

You release, and hereby agree to indemnify, defend and save harmless ChefLab, CoLab and CoLab 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

attorney fees and costs incurred by CoLab, ChefLab or its respective officers and agents in connection with the defense of such claim or lawsuit.

### Severability

In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law. Should current laws require the adjustment or change of any terms of this contract, both parties agree to replace the old term with the new law until a new term has been agreed upon.