

Alan B. Levan | NSU Broward Center of Innovation

LEVAN CENTER MEMBERSHIP RULES AND REGULATIONS

The following Rules and Regulations shall apply to everyone that will use the services or visit the site or premises of the Alan B. Levan NSU Broward Center of Innovation (the “Levan Center”) operated by Nova Southeastern University, Inc. (“NSU”), including but not limited to all Members as defined in the Levan Center Membership Agreement and their guests, facilitators, mentors, selection committee members, services providers, users, and others (“Participants”).

STANDARD OF CONDUCT

Participants are required to conduct themselves in a professional manner that respects the rights of other Participants at the Levan Center. Activities that, in the sole discretion of NSU, create excessive traffic, are inappropriate to the experience of other participants, or are unrelated to the intended purpose of using the Levan Center, are prohibited. Harassment, defamatory behavior, and any conduct that is obscene, indecent, or threatening will not be tolerated.

CONFIDENTIALITY/NON-DISCLOSURE

The Levan Center provides a collaborative open atmosphere which must be balanced against each Participant’s personal responsibility to protect their own confidential information, proprietary information and/or intellectual property (“PI”) against disclosure and use. Participants should avoid leaving PI unattended and ensure that documents and material containing PI are securely stored. During their presence at the Levan Center, Participants may receive access to or become aware of other participants PI. Participants acknowledge and agree that they shall NOT use any PI for any purpose, or disclose any such PI to any person, except as explicitly authorized by the person who disclosed that confidential information to them (“Disclosing Party”). Participants in receipt of PI shall return it to the Disclosing Party upon request and upon expiration or termination of their use of the Levan Center and shall certify to the Disclosing Party that the Participant has not retained any copy of that information. All discussions, negotiations and other means in which PI is conveyed are confidential and should be protected from disclosure. This confidential/non-disclosure requirement shall continue for so long as Participants participate at/with the Levan Center. Notwithstanding anything to the contrary, NSU, its employees and agents, and the Levan Center, shall not be liable for any disclosure or use of any PI or confidential information by any participant of the Levan Center, in contravention of this provision except as set forth in Section 2 of the Levan Center Membership Agreement. PI does not include information that becomes subsequently generally available to the public through no breach of



confidentiality or any other legally binding obligation, information that was obtained by the recipient from a third party free of any duty of

confidence, information that was independently developed by the recipient, or information that is required to be disclosed by law, government regulation, or court order.

NSU POLICIES

Participants shall comply with all NSU policies in the use of the Levan Center and any other NSU facilities and/or services. These policies can be found at [the Memberships webpage](#).

ACCESS

Hours of operation vary and are subject to change without notice. Please visit the website for the most up-to-date hours of operation.

LOCKERS

Lockers are available upon request with all Levan Center membership options. Personal items may be stored overnight.

GUESTS/INVITEES

Up to 10 guests may be invited for a meeting with Members. This policy does not apply to events.

PERSONAL PROPERTY

Members and their guests are responsible for the safety and security of their own personal property.

PAYMENT FOR SERVICES AND LATE PAYMENTS

All charges must be paid via the designated payment portal, invoicing, credit card or chargebacks. For information on refunds or late payments, please refer to Section 1 of the Membership Agreement.

INTERNET

Internet usage is governed by the Acceptable Use Policy, which Participants must review and adhere to.

EVENT RULES AND REGULATIONS

Please refer to the separate Event Agreement for specific rules and guidelines regarding events.

MAILBOX

The Levan Center will accept mail for Members, but mail forwarding services are not provided.



SAFETY

Participants shall observe and exercise, (and compel their guests, others) to observe and exercise, all reasonably necessary caution and discretion, to avoid (i) injury to people, (ii) damage to personal and real property, and (iii) annoyance to or interference with other Participants at the Levan Center. Participants shall also follow all the instructions from NSU Public Safety.

MAINTENANCE OF USE

Participants are required to keep their workspace clean and organized. This includes desks, tabletops, furniture and surrounding areas.

SIGNS/POSTINGS

Participants may not post signs, advertisements, or notices within the Levan Center without prior written approval from NSU.

COMPLIANCE WITH LAW

Participants must comply with all applicable laws, ordinances, and regulations during their use of the Levan Center, including but not limited to the Florida Uniform Trade Secrets Act.

PETS/ANIMALS

No animals or pets of any kind or type (except certified support animals) are permitted in the Levan Center without the prior written authorization of NSU.

PRESENCE AT LEVAN CENTER

For memberships commencing or renewing September 1, 2022, or later, Members agree to be physically present on Levan Center's premises on average two (2) days a week (Monday-Friday) in any given month of membership.

SURVEYS AND MY VENTURE

For memberships commencing or renewing September 1, 2022, or later, Members agree to complete quarterly "My Venture" surveys provided by the Levan Center through its virtual community hub and to meet with a Levan Center staff member on the Membership Team regarding the growth and success of their business venture at least once per month during the term of the membership.

NSU reserves the right to make modifications to these Rules and Regulations from time to time. Such modifications shall be posted to the Levan Center website: www.nova.edu/innovation/ It shall be the responsibility of the Participant to review the website for such modifications.

By signing below, I acknowledge that I have read, understood, and agree to abide by the rules and regulations outlined in this agreement. I understand that failure to comply with these terms may result in termination of my membership (if any), other penalties as outlined in the Membership Agreement, or



other corrective action and penalties including but not limited being prohibited from use of the Levan Center or its services.

Member Name

Date

Member Signature